

TERMS OF SERVICE

Effective Date: January 2025

This Terms of Service (the "Agreement") is between You, the user and client, and Revive and Thrive Studio, LLC ("Revive and Thrive Studio").

I. PURCHASING INFORMATION:

1.1 PURCHASING, PAYMENTS: All private sessions (Pilates and health coaching) and classes ("Services") are reserved and paid for in advance through Revive and Thrive Studio online booking system. All fees and charges (including any taxes and late fees, as applicable) will be charged to a valid and up-to-date debit or credit card on file which You may be required to maintain on file, as further described below.

1.2 REFUND POLICY: It is Revive and Thrive Studio' intention for You to be happy with your participation in the services. Due to the extensive time, effort, preparation, and care that goes into creating and/ providing the services, **all sales are final, and no refunds will be provided.**

1.3 CHARGEBACK POLICY: By agreeing to the terms of this Agreement, You agree that You will not issue a chargeback for any payment made as you are fully aware of this Refund Policy and voluntarily consenting to it. Should You attempt to issue a chargeback with your credit card company, this Agreement will automatically terminate upon such attempt, regardless of whether the attempt is successful or not and You will lose all access to ALL credits purchased from Revive and Thrive Studio. You will remain contractually responsible for payment of Services in full.

1.4 PAYMENT PROCESSOR: Payments made on the Sites are processed by the third-party payment processor, integrated by the website host, Acuity. You are asked to store a valid and up-to-date debit or credit card on file within your Account for: (1) incidental charges such as late-cancel fees, (2) ease of transaction, (3) for enrollment in the Membership (described below) which requires a credit card on file to enroll, and/or 4) recurring payments for Services on a payment plan. In such event that an incidental charge needs to be made the cardholder and account holder gives permission to Revive and Thrive Studio to charge the card on file. Site. Additionally, the cardholder and account holder may give permission to Revive and Thrive Studio to charge the card for auto-debit memberships.

1.5 ACCOUNT: Upon your first purchase of the Services, or first use of the Sites and/or Website, You will be prompted to create an account (the "Account") with Revive and Thrive Studio via third-party hosting platform Acuity. Your Account is protected via password and where You will purchase and book certain Services, access certain purchased products, and securely store credit card information.

II. MEMBERSHIP

2.1 MEMBERSHIPS: Revive and Thrive Studio offers a "Membership" which refers to a renewing monthly commitment with certain defined access to online, live-stream Pilates workouts. Memberships are billed monthly and automatically renew monthly on the same date of Membership purchase. Membership will continue to renew each month until canceled by You. Failure to timeline cancel will result in an auto-renewal.

2.2 **AUTO DEBIT**: By purchasing a Membership, You expressly agree that Revive and Thrive Studio is authorized to, on a recurring basis on the same of the day of each month of the membership, automatically charge the debit or credit card account You specified in your Account, for the auto-debit plan You enrolled in. You understand and acknowledge that (1) Revive and Thrive Studio will initiate transfers/charges pursuant to this authorization not to exceed the amount shown on the billing invoice and/or in connection with cancellation fees per the cancellation policy. Revive and Thrive Studio may discontinue processing of recurring charges if it is unable to secure funds from your debit/card due to, but not limited to, insufficient or uncollected funds in the account or insufficient or inaccurate information provided; (2) it is your responsibility to keep a current card on file with accurate billing information. Revive and Thrive Studio cannot be held responsible for errors in processing due to expired or inaccurate information; and (3) Revive and Thrive Studio is not responsible for any bank overdraft fees that may occur.

2.3 **MEMBERSHIP CANCELLATION**: Membership will continue to renew each month unless a canceled via your Account. When You cancel prior to the next billing date, You still maintain access to the Membership through the end of your billing cycle. If You do not cancel prior to your billing date You will be automatically billed, with no refund, for the subsequent month and continue to have access until your next billing date, at which point your Membership will be considered cancelled and You will not be billed further.

2.4 **FLORIDA HEALTH CLUB DISCLOSURES**: This Agreement may be cancelled upon receipt of written notice via electronic mail (email), or a letter mailed first-class in the event of the death or disability of the member, and the member is unable to receive all of Revive and Thrive Studio's services which the member has contracted. The member, or the member's estate, shall be relieved from obligation of making payment for services other than those received or obligated prior to the death or onset of the disability (subject to the signed doctor's note regarding the nature of the disability).

You, the buyer, may choose to cancel this Agreement at any time prior to midnight of the third business day of the health studio after the date of this Agreement. SHOULD YOU (THE BUYER) CHOOSE TO PAY FOR MORE THAN 1 MONTH OF THIS AGREEMENT IN ADVANCE, BE AWARE THAT YOU ARE PAYING FOR FUTURE SERVICES AND MAY BE RISKING LOSS OF YOUR MONEY IN THE EVENT THIS HEALTH STUDIO AND/OR THIS BUSINESS LOCATION CEASES TO OPERATE. THIS HEALTH STUDIO IS NOT REQUIRED BY FLORIDA LAW TO PROVIDE ANY SECURITY, AND THERE MAY NOT BE OTHER PROTECTIONS PROVIDED TO YOU SHOULD YOU CHOOSE TO PAY IN ADVANCE.

III. RESERVATIONS AND CANCELLATION POLICIES

3.1 **CANCELLATIONS, RESCHEDULING, LATE-CANCEL POLICY**: All Services must be cancelled at least **24-hours** prior to the start of the class time. Cancellations and reschedules may be done online only via (1) your Account, or (2) the confirmation email sent at the time of booking. There are no refunds on cancelled classes; your Account will be credited back.

If the cancellation is made inside of the 24-hour window prior to Your Service, it will be considered a '*late cancel*' and the credit will be forfeited. If You do not show up to the scheduled Service, it will be considered a '*no show*' and the credit will be forfeited.

Cancellations via texting, Facebook messenger, Instagram, and other social media platforms are not valid forms of cancellation, and You will be charged if the booked session or class is not properly canceled outside the cancellation window.

In the event of an emergency on their part, Revive and Thrive Studio reserves the right to move your session/class to another mutually agreeable time, or to cancel it outright. In this rare instance that Revive and Thrive Studio must do so, You will not be charged for the changed session/class, and You session will be promptly rescheduled.

IV. STUDIO POLICIES

4.1 **STUDIO POLICIES:** Instructors and/or class times are subject to change and classes are subject to cancellation without notice. When possible, an email will be sent communicating the change in the schedule. Subject to any opt-you, You consent to receive noticed from Revive and Thrive Studio pertaining to a class or session which You are registered for. Revive and Thrive Studio is not responsible if You do not read the notices, or if you unsubscribe and do not receive the notifications.

4.2 **STUDIO GUESTS:** Unattended children and pets are not permitted in the studio.

4.3 **CLEANING:** All clients are responsible for wiping down their machine after class.

4.4 **WORKOUT ATTIRE, GRIP SOCKS:** All clients are asked to wear workout gear to the session and classes. No jeans or attire with metal accessories or large zippers are allowed on the equipment.

For your safety, and to protect the integrity of the equipment, ALL clients are required to wear grip socks during their session or class. You must provide your own, and if You forget socks, You may purchase a pair at the studio.

4.5 **CODE OF CONDUCT:** Revive and Thrive Studio is committed to providing an environment that is free from disrespectful and offensive behavior, and that is safe space for all individuals. Accordingly, harassment, inappropriate, or discriminatory behavior by clients, and/or continued disruptive or incendiary behavior, as determined in the sole discretion of Revive and Thrive Studio, will not be tolerated. Revive and Thrive Studio has the right to judge behavior and respond accordingly. This right includes, but is not limited to, termination of a training relationship without refund to any client engaging in unacceptable behavior.

4.6 **CONTENT RELEASE:** You grant Revive and Thrive Studio, its representatives, employees, agents and/or assigns the right to take digital recordation of You and your property while engaging with and/or interacting with Revive and Thrive Studio and/or participating in a Service with Revive and Thrive Studio, and to use and publish these photos or videos in print and/or electronically.

By agreeing to be filmed, photographed, and/or otherwise documented by Revive and Thrive Studio, You, on behalf of yourself, heirs, representatives, executors, and assigns, irrevocably grant Revive and Thrive Studio the absolute and unrestricted right and permission throughout the universe and forever to copy, reproduce, adapt, edit, summarize, copyright, publish, exhibit, distribute, perform, and otherwise exploit by any and all uses such content, with or without my name, without compensation, for any lawful purpose, including but not limited to: publicity, illustration, advertising, and web content. You further agree that Revive and Thrive Studio is the lawful owner of all digital files, and accordingly, waive any right that You may have to inspect and/or approve the

finished product or the copy that may be used in connection therewith, wherein your likeness appears, or the use of which may be applied.

V. PERSONAL RESPONSIBILITY, DISCLAIMER & RELEASE OF CLAIMS

5.1 ASSUMPTION OF RISK: You acknowledge that You take full responsibility for yourself, and all decisions made before, during and after your participation in the Services. You accept full responsibility for your choices, actions, and results before, during and after the Services, and You knowingly assume all the risks of the Services related to your use, misuse, or non-use of the Services or any of the related materials. You understand and agree that you are solely responsible for your results.

5.2 LIMITATION OF LIABILITY, INDEMNIFICATION, RELEASE OF CLAIMS: You understand that physical exercise associated with the Services can be strenuous and can expose you to the risk of serious injury. We urge you to obtain a physical examination from a doctor before participating in any exercise activity. You voluntarily assume all risks, known or unknown, associated with your use of the Service (collectively "Your Participation"). You acknowledge that Your Participation may present certain risks, and hereby assume all risks associated therewith, including, without limitation, the risk of physical or mental or emotional injury, minor and/or severe bodily harm, and/or illness, which arise by any means, including, without limitation: acts, omissions, recommendations or advice given by Revive and Thrive Studio. In consideration of Your Participation You also agree to agree to the terms of the Liability Waiver.

You further acknowledge that the Services offered by Revive and Thrive Studio are not medical advice, and no medical advice is contained within the Sites or Services. You understand and agree that the Services are designed for strictly educational and informational purposes only.

You agree that Revive and Thrive Studio will not be held responsible in any way for the information that You request, or receive through the Services, nor will Revive and Thrive Studio be responsible for how You use, apply, or engage with the information that You request or receive through the Services. You agree that You fully and completely, on behalf of your heirs, next of kin, family members, estate, beneficiaries, and representatives: (1) will not institute or attempt to institute any legal action, arbitration, demand, or processing; AND (2) hold harmless, indemnify, defend, and release Revive and Thrive Studio, in their individual capacity and legal capacity, and each of the employees, representatives, contractors, agents, and assigns, from any and all liability, damages, causes of action, allegations, suits, sums of money, claims, and demands whatsoever, in law or equity, that You ever had, now have or may have against Revive and Thrive Studio in the future that may arise from your participation in the Services, to the extent permitted by applicable law.

5.3 HEALTH AND NUTRITION DISCLAIMER: Revive and Thrive Studio makes no representations or guarantees with respect to health coaching and nutrition advice offered, recipes provided, provider references, or products recommended. You understand that results will vary from person to person. You acknowledge and agree that Revive and Thrive are not healthcare professionals, nor are they Registered Dietitians or Registered Dietitian Nutritionists (unless referred specifically to an individual who is), though they are credentialed in nutrition counseling. The advice provided is not customized for any individual and is presented without any health assessment of knowledge of any individuals' health conditions. Revive and Thrive Studio may refer You to qualified medical professionals, however cannot guarantee the services provided by such professionals.

The information provided in the Services is not intended as medical advice or medical nutrition therapy. Revive and Thrive Studio does not claim to cure, prevent, diagnose, or treat any nutrition-related disease or health condition. Revive and Thrive Studio is not responsible or liable for any advice, course of treatment, diagnosis, or any other information or services, including health care services, that You may obtain through your use of the Services. Always consult a qualified healthcare professional before changing your diet or medications or beginning any exercise routine.

5.4 PRENATAL, PREGNANT, POSTPARTUM DISCLAIMER: You acknowledge and agree that participation in any exercise program, while pregnant or immediately following a pregnancy, may increase the risk of injury to yourself, and if applicable, your unborn child. You confirm that You have consulted with your doctor, midwife, or other healthcare provider, regarding your participation in an exercise regimen and the risks that You may encounter; they have given You permission to participate in a Service.

You understand and agree that the intensity of your participation in an exercise program, and the exercises performed, must be determined by You, in consultation with your healthcare provider. Even during any workout series tailored to pregnancy or postpartum, Revive and Thrive Studio is not responsible for the intensity or scale or your participation. You agree to discontinue exercises immediately should your medical condition change (ex: pain, bleeding, discharge, cramps) and speak with your healthcare provider immediately before resuming any exercise.

In participating in any service with Revive and Thrive Studio pregnant or immediately following a pregnancy, whether knowing or not, You assume all associated risks to yourself, and if applicable, your unborn child and release Revive and Thrive Studio per the terms of this Agreement and section.

5.5 NO GUARANTEE OUTCOMES: Revive and Thrive Studio providers will utilize their best efforts to provide You with results towards your goals. However, You understand that the Services outcomes can be subjective and vary greatly depending upon circumstances and individual effort invested in the Services process. Working with Revive and Thrive Studio does not guarantee that You will take any specific action and does not offer any guarantee of success. As such, You understand that Revive and Thrive Studio makes no guarantee, representation or warranty of any nature or kind that the Services will be effective or will result in any particular outcome. You agree that You will not hold the responsible, in whole or in part, for any result that You do or do not achieve.

VI. TERMS AND CONDITIONS:

6.1 DESCRIPTION OF SERVICES: These Terms of Service are applicable to all users of Revive and Thrive Studio through its "Website" and related domains, sub domains, and mobile and desktop applications (individually and collectively the "Sites"). These Terms govern your use of and interaction with the Services, Sites (including all functionalities, features, streaming services, audio, visual, written media, downloaded content from the Sites), web links and user interfaces, and all content and software associated with the Services as provided by Revive and Thrive Studio.

6.2 ACCEPTANCE OF TERMS: The Sites are offered to You conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Sites and Services, as defined below, constitutes your agreement to all such of these terms, conditions, and notices. Revive and Thrive Studio has the right, at its sole discretion, to modify, add, or remove any terms or conditions without notice or liability to You. Any changes shall be effective immediately. You may see the most recent changes and version of this Agreement as noted by the date at the top.

You agree to review these changes from time to time and agree that any subsequent use by You of the Sites and Services following the changes shall constitute your acceptance of such change. The Services provided by the Sites are made available for your personal, non-commercial use only.

6.3 REGISTRATION INFORMATION: The Sites and Services are not directed at children under eighteen years of age, unless explicitly marketed as such. By providing information about yourself to Revive and Thrive Studio You are representing that You are eighteen years of age or older OR have a parent/guardian's approval and supervision if You are 13-18 years old, and that You, or your parent/guardian, is of legal age to form a binding contract, and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction.

In such event that any Service is specifically created for a child of any age, the Service will be expressly described as such, the parent/guardian must agree to these Terms and those of the Liability Waiver, and depending on the age of the participant, the parent/guardian must also be present and/or participate.

You also agree to (1) provide true, accurate, current, and complete information about yourself as prompted by the registration form available on our Sites and especially when creating your Account, as defined below; and (2) maintain and promptly update your Account information to keep it true, accurate, current, and complete.

If You provide any information that is untrue, inaccurate, not current, or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, Revive and Thrive Studio reserves the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof) at any time.

6.4 USER INFORMATION; PASSWORD AND SECURITY: You are solely responsible for the information You input or upload to the Sites and Services and represent and warrant that You have the right and authorization to register for the Sites and Services. Revive and Thrive Studio reserves the right in its sole discretion to decide whether the information You input or upload to shared and/or public forums and discussions is appropriate and complies with the terms of this Agreement, other Revive and Thrive Studio policies, and applicable laws and regulations.

If You register for the Sites and Services, You will be asked to provide certain information including a valid email address. You warrant and represent that all such information is current and accurate and will be kept up to date.

Your Privacy Rights are set forth in our Privacy Policy located on the Site.

6.5 PASSWORD PROTECTION; NO SHARING OF ACCOUNT INFORMATION: To access certain features of the Sites, such as access to the Services and your Account, You will need a username and password. You agree to keep this information confidential and not share it with anyone else. For purposes of these Terms "sharing" also refers to live streaming the Services with any non-members, who are receiving the benefits of the Services without payment.

If Revive and Thrive Studio has reasonable grounds to suspect that You (1) have shared your username and password with anyone else, (2) used the materials and Services in a way contrary to what is intended and/or agreed upon; and/or (3) shared, disseminated, provided access to, forwarded, or in any other way made known to a non-purchasing user copyrighted materials such as video recordings, digital downloads, workbooks, or any other protected content, Revive and Thrive Studio will automatically terminate Your account, and refuse all current or future use of the Sites, without refund.

Excessive usage of the Sites will be assumed by Revive and Thrive Studio to be fraudulent use, and your Account will be immediately canceled without a refund.

6.6 LINKS TO THIRD PARTY WEBSITES: The Sites contain links to other websites (the “Linked Sites”). The Linked Sites are not under the control of Revive and Thrive Studio and Revive and Thrive Studio is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Revive and Thrive Studio is providing these links to You only as a convenience, and the inclusion of any link does not imply endorsement by Revive and Thrive Studio of the site or any association with its operators.

6.7 INTELLECTUAL PROPERTY: The Services are the sole and exclusive property of Revive and Thrive Studio and are protected by copyright, trademark, and other intellectual property common and statutory laws of the United States and other countries.

6.7.1 Copyright Consent: Revive and Thrive Studio retains all ownership and intellectual property rights to the Services content and materials provided to You through the Sites and otherwise, including all copyrights and any trademarks belonging to Revive and Thrive Studio and related entities. The Services content and materials are being provided to You for your individual use only and with a single-user license; this means that You are not allowed or authorized to share, copy, sell, post, distribute, reproduce, duplicate, trade, resell, exploit, or otherwise disseminate any portion of the materials, electronically or otherwise, for business or commercial use, or in any other way that earns You money, without the prior written permission of Revive and Thrive Studio.

Furthermore, by signing this Agreement You agree to the above terms and understand that Revive and Thrive Studio’s materials are protected by the United States Intellectual Property laws, including the Copyright Act of 1976. You understand and agree that violating the terms of this Agreement as described above may subject You to legal action and that Revive and Thrive Studio will fully pursue all remedies at law against You which it is entitled.

6.7.2 Trademarks, Names, Logos: All trademarks, names, and logos used on the Sites or delivered via the Services are either owned by Revive and Thrive Studio or a use right has been granted to Revive and Thrive Studio. Your use of the Services and Sites does not allow you to infringe those rights or the rights of the third parties that may exist in material contained in the Sites. No license is expressly impliedly granted within or because of your use of the Sites or Services. Without the prior permission of Revive and Thrive Studio, except in the utilization of our widgets or mobile applications, You agree not to display or use in any manner, any of the trademarks, names, and logo featured on the Sites for which you do not have personal rights.

6.8 GOVERNING LAW, DISPUTE RESOLUTION: To the maximum extent permitted by law, this Agreement is governed by the Laws of the State of Florida, United States, and You hereby consent to the exclusive jurisdiction and venue of courts in Martin County, Florida, United States. All claims and disputes arising under or relating to this Agreement are to be settled by arbitration in the State of Florida, Martin County, before one arbitrator. This arbitration shall proceed solely on an individual basis without the right for any Claims to be arbitrated on a class-action basis or in a purported representative capacity on behalf of others. Claims may not be joined or consolidated unless agreed to in writing by all parties. The arbitration shall be administered under the rules of the American Arbitration Association and shall include a written record of the arbitration hearing. The arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. Judgment on the Award may be entered in the State of Florida, Martin County.

Use of the Sites is unauthorized in any jurisdiction that does not give effect to all provisions of this Terms, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Revive and Thrive Studio because of this agreement or use of the Sites. Revive and Thrive Studio performance of this Agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Revive and Thrive Studio right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Sites or information provided to or gathered by Revive and Thrive Studio with respect to such use.

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

This Agreement and your agreement to it and to use of the Sites and Services are for the benefit of Revive and Thrive Studio and its affiliates, successors, and/or assigns.

6.9 MISCELLANEOUS

6.9.1 Mutual Non-Disparagement: Should You have any questions or concerns about the Services or Revive and Thrive Studio, You agree now to contact Revive and Thrive Studio directly in a mature and professional way rather than to publicly make any negative or critical comments about the Services or business through social media, public forums, or otherwise. The parties agree not to communicate with any other individual, company, or entity in a way that is harmful or disparaging to the other, whether actual or perceptual, or to do or say anything that is injurious to each other's reputation, including about the Services and/or Revive and Thrive Studio business, employees, contractors or agents, or other participants. In arbitration or when required by law, Parties are not prohibited from publicly sharing our thoughts and opinions

6.9.2 Notice: All correspondences or notices required regarding the Services shall be made to Revive and Thrive Studio via e-mail at Hello@ReviveandThrivePilates.com and to You at the e-mail address You provided during your enrollment in the Services and/or the email address in your Account. Should your e-mail address, billing information, or contact information change at any time throughout the relationship, it is your responsibility to update the information in your Account within 3-days, preferably sooner, of any change to avoid miscommunications.

6.9.3 Force Majeure: In the event that any cause beyond one's reasonable control, including, without limitations, "acts of God"/nature, war, curtailment, or interruption of transportation facilities, threats or acts of terrorism, State Department travel advisories, labor strikes or civil disturbances, unforeseen or foreseen human-initiated circumstances, health or travel restrictions, quarantines, lockdowns or precautions imposed by any government entity or agency, local, state or federal law or ordinance, or other instances, make it inadvisable, illegal, impracticable, or impossible for Revive and Thrive Studio to perform any responsibilities or obligations under this Agreement, either because of unreasonable increased costs or the risk of injury, Revive and Thrive Studio is not be liable for a reasonable period of delay or for the inability to indefinitely fulfill the responsibilities and obligations.

6.9.4 Email Communications: You understand that You may, from time to time, receive email communications from Revive and Thrive Studio related to the Services, the Site, Revive and Thrive Studio brand, and your participation in all of the above. By entering into this Agreement, You give Revive and Thrive Studio permission to email You, at the email address on file, regarding the same.

6.9.5 Contact: If you have any questions or concerns about this policy or any Revive and Thrive Studio Services, products, or features, please don't hesitate to contact us at: Hello@ReviveandThrivePilates.com