

# TERMS OF SERVICE

Last Updated: Sep 2023

IMPORTANT NOTICE FOR RESIDENTS IN THE UNITED STATES: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED BELOW.

**SCOPE OF AGREEMENT** Please read these Terms of Service ("Terms") carefully before using Mtkgym.com or other websites (together, "the Site") operated by MTKG INC, LLC ("Muay Thai Kickboxing Gym," "Muay Thai," "us," "we," or "our"), our mobile applications ("Apps"), services provided at our studios, and any other services that we provide that link to these Terms (the Site, Apps, and other services, collectively, the "Services").

This Terms of Service is an agreement between you and Muay Thai Kickboxing Gym and sets forth the legally binding terms and conditions for your use of the Services. This Terms of Service hereby incorporates by reference our Privacy Policy, available at (the Terms of Service and Privacy Policy, collectively, the "Agreement").

By accessing or using the Services in any manner, including, but not limited to, visiting or browsing the Site, downloading the App(s), or contributing content or other materials to the Site or on or via the App(s), you agree to be bound by the Terms of Service. You are only authorized to use the Services if you agree to abide by all applicable laws and to the Terms of Service. Please read the Terms of Service carefully and save it. If you do not agree with it, you should leave the Site or App and discontinue use of the Services immediately.

**ACCESSING THE SERVICES AND ACCOUNT SECURITY** To access the Services, you may be asked to provide certain details or other information. It is a condition of your use of the Services that all the information you provide to us is correct, current, and complete. You agree that your failure to provide complete and accurate information may result in the termination of your access to the Services.

By using this site, you represent that you are at least the age of majority in your jurisdiction of residence, or that you are the age of majority in your jurisdiction of residence and you have given us your consent to allow any of your minor dependents to use the Service. By using the Services, you represent that you are over 16 years of age,

and, if between the ages of 16 and 18, your parent or guardian has consented to the Terms of Service and your use of the Services.

From time to time, we may restrict access to some or all parts of the Services, including studio classes, the Site, and App(s).

In order to access some Services available on the Site and App(s), you will have to create an account. You may not use another person's account. You agree that you are solely responsible for the activity that occurs on your account. You agree to keep your account password secure and confidential. You agree to notify us immediately of any breach of security or unauthorized use of your account.

**PROHIBITED USES** You may use the Services only for lawful purposes and in accordance with these Terms. You agree not to use the Services:

For any unlawful purposes, or that could violate any applicable federal, state, local, or international law or regulation;

To engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm us or other persons using the Services or expose them to liability.

Additionally, you agree not to:

Use the Services for any commercial purpose;

Use the Services in any manner that could disable, overburden, damage, or impair the Site or mobile app or any other party's use of the Services;

Use any robot, spider, or other automated device, process, or means to access the Service for any purpose;

Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;

Use the Services to distribute unsolicited promotional or commercial content or solicit other persons using the Services for commercial purposes;

Otherwise attempt to interfere with the proper working of the Service.

**STUDIO POLICIES, RULES, AND REGULATIONS CANCELLATIONS: YOU MUST CANCEL CLASS 2 HOURS IN ADVANCE OR YOU WILL BE DEDUCTED THAT CLASS.** This includes switching time slots within the 2-hour late cancellation window. You may cancel class through our online system only.

**RESERVATIONS: YOU MUST BE PHYSICALLY PRESENT 5 MINUTES PRIOR TO THE START OF YOUR SCHEDULED CLASS OR YOUR SPOT MAY BE GIVEN TO A WAITLISTED CLIENT.**

**MEMBERSHIP PACKAGES:** Muay Thai Kickboxing Gym reserves the right to charge a penalty fee for either a late cancellation or an absence should the customer cancel their reservation within the 2-hour late cancellation window.

**NON-RECORDING OF LIVE STUDIO/ONLINE CLASSES AGREEMENT:** You acknowledge and agree that any type of recording or transmission (video, audio, still photography, streaming, social media posting, etc.) of any Muay Thai Kickboxing Gym classes or activities, whether in person or online, is strictly prohibited without the prior written consent of an authorized corporate officer of Muay Thai Kickboxing Gym. This includes even temporary recording/transmission via services such as SnapChat, Facebook, or Instagram. For avoidance of doubt, individual Muay Thai Kickboxing Gym instructors and locations are not authorized to provide such consent. You are, however, permitted to record and post lawful, non-offensive content related to your participation in a Muay Thai Kickboxing Gym online or studio class before and/or after a class with the consent of each participant who is identified in your content.

Any violation of this policy is grounds for exclusion from participation in any Muay Thai Kickboxing Gym activities. You further agree to indemnify, defend, and hold harmless Muay Thai Kickboxing Gym, its officers, directors, employees, agents, and instructors, from and against any claims, lawsuits or other actions, and all resulting loss, damage or cost of any kind (including reasonable attorneys' fees), resulting from your violation of this policy.

**PERSONAL BELONGINGS:** You agree that we are in no way responsible for the safekeeping of your personal belongings while you are present in the gym. You assume all risk of loss for any of your personal belongings.

**REFUND POLICY:** Muay Thai Kickboxing Gym has a no refund policy. As applicable, classes and membership packages are non-refundable. No exceptions.

Merchandise purchased in-studio or online from Muay Thai Kickboxing Gym is non-refundable. Muay Thai Kickboxing Gym does not accept exchanges in size, color, or any other variability. We encourage purchasers to try on merchandise before purchasing.

**MOBILE SERVICES & MESSAGING AGREEMENT** Some of the Services may be available via your mobile phone, including but not limited to (i) the ability to book and/or purchase Muay Thai Kickboxing Gym via your mobile phone, (ii) the ability to receive and reply to Muay Thai Kickboxing Gym messages, (iii) the ability