



## MEMBERSHIP AGREEMENT

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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](mailto:info@ablabfitness.com)) or reach out to us on WhatsApp.

### Membership Perks

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- **Exclusive access:** Enjoy access to formats like speed sculpt and signature sweat, available only for our members.
- **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.
- **It pays to tell a friend:** If you refer-a-friend who becomes a member within one month of their first class, you will receive 6 free credits (with a maximum of 30 credits in a calendar 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 6 free credits (based on your credit package). If your birthday is in December, your birthday credits will rollover into January.
- **Lock in your pricing:** Enjoy guaranteed pricing on three month or six month memberships for the duration of your commitment term.

### Our Memberships

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We offer three membership plans designed to suit your needs:

1. month-to-month.
2. three month
3. six month.

Our month-to-month membership is non-binding and gives you the flexibility to cancel at any time without a fee. Our three month and six month memberships are billed monthly for the duration of the commitment term (3 months and 6 months respectively) offering you a discount for your commitment to us.

Each membership plan gives you the freedom to choose 16, 32, 64 or 128 credits — pick whatever works best for you!

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**

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We utilise a credit-based pricing model for all group classes offered at AB LAB Fitness Studio. 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.

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

## **Payment**

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Membership fees will be billed monthly on the first of each month. For seamless payment, we highly recommend enrolling in our secure autopay option. If you prefer, you may also pay for memberships through bank transfer or in studio using a debit or credit card (VISA, Mastercard, Discover, Keycard). Please note, payments using American Express require you to enrol in autopay. Payments in-studio or through bank transfer must be completed at least three (3) business days before your renewal date to prevent any interruptions in your membership.

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**

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For a membership to be considered active, there must be no outstanding balances on your account and the membership cannot be paused. Memberships will remain active until the renewal period, which begins three (3) days after the conclusion of your commitment term. During this period, you may upgrade, downgrade or renew your existing membership plan.

## **Deactivation**

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Your membership will be deactivated after two unsuccessful payment processing attempts or seven (7) days of non-payment, whichever is first. If you haven't received a renewal confirmation email from us within 48 hours of your billing date, please log in to your account and verify your payment information or reach out to us by email or WhatsApp.

## **Membership Pause**

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Life happens and sometimes you may need to take a break. If you have a three month or six month membership, you are entitled to a maximum of two 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 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 or WhatsApp. You may restart your membership at any time on your profile (via our website or app), through WhatsApp or in-studio.

## **Termination**

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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 three month or six month memberships within the commitment term will incur an *early exit fee*, equivalent to the difference in price between your plan and the current month-to-month membership rate for the remainder of the commitment term.

To avoid being charged for the next billing cycle, cancellations must be made at least 72 hours before your next billing date.

## **Inactive Memberships**

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If your membership is terminated in good-standing, your membership will become inactive. You can reactivate your membership at any time through your account (online or in the app) or by contacting us through email. Any credits, gift cards, 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**

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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**

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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**

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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**

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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**

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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**

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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**

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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.