



TERMS & CONDITIONS

Welcome to **AB LAB Fitness Studio**.

By reserving your spot for and/or participating in any of our classes, private sessions, small group sessions, or any activity offered by AB LAB Fitness Studio, you agree to be bound by our Terms & Conditions outlined below ("the Terms").

Policies & Procedures

- Your safety is paramount and our instructors will provide the necessary modifications and form correction to keep members safe. It is your responsibility to list all injuries and illnesses on your profile, and we encourage members to speak with instructors ahead of class.
- Our workouts are rigorous so we do not allow you to book more than one class a day with the exception of our *reset* format.
- You are required to complete your intake form before being allowed to reserve your spot in any class. This is what we use to determine your proficiency level and gives our instructors valuable insight into any modifications you may need.
- Please review and sign your waiver at least 3 hours before your first class. Failure to complete the waiver will result in your spot being forfeited.
- To minimise distractions and give you time to speak with the instructor, we ask that you are on time for all classes. Please arrive at least 15 minutes early for your first class.
- Instructors are subject to change without notice. When possible, instructor changes will be communicated through email and app push notification prior to class.
- Our schedule is subject to change at any time based on demand, instructor availability, or other circumstances. Any permanent changes to our class schedule will be communicated at least 7 days in advance of the reservation window (see Reservations, **page 4**).
- In the case of class cancellation due to instructor unavailability, severe weather or other acts of God, we will notify all attendees through email and app push notification at least 60 minutes before the start of class
- For your safety, we will not allow you to sign up for a class that exceeds the proficiency level stated on your profile unless you have received approval by an instructor. If you have never taken a pilates class before, you will automatically be assigned to Level 1.

- Lockers are available at no cost to secure your belongings. We ask that you are mindful of other members and remove all belongings from the lockers and shoe racks promptly at the conclusion of class.
- You are responsible for wiping down all equipment and props at the end of class with the wipes provided by instructors. We also ask that you return all props to the *prop area* at the end of class.
- While we love children and pets, they are not allowed in the studio under any circumstances. We also ask that you refrain from bringing any extra guests with you.
- You must be at least 18 years old to take a class at AB LAB Fitness Studio or any event affiliated with AB LAB Fitness Studio.
- To protect the privacy of our instructors and other members, you are not permitted to record any aspect of our classes (including yourself) once the doors are locked. You can record in private and small group sessions with the express consent of the instructor.
- AB LAB Fitness Studio is not responsible for any loss, damage or theft of property in the studio or parking lot. We recommend that you refrain from bringing valuables to the studio unless absolutely necessary. All personal property brought to the studio is entirely at your own risk .

Health, Hygiene & Attire

- We ask that you wear fitness attire that is form fitting so that our instructors can clearly see and correct your form, and also minimise risk of clothing getting caught in the reformers. Any provocative or extremely revealing clothing is not allowed.
- To maintain the cleanliness of the studio, there are no shoes allowed in the *ab lab*. Grip socks (with silicone grips on the sole) are required to participate in all classes. To prevent slipping and keep equipment clean, you are not allowed to take classes barefoot or in regular socks. If you forget yours at home, we have grip socks for purchase in the studio.
- Our classes are designed to make you sweat so we highly encourage you to bring your own towel.
- To protect our equipment, please refrain from wearing lotion, body oils or heavy jewellery (rings, chunky bracelets, etc...).
- For your safety, chewing gum is not allowed in the ab lab. Food and beverages other than water (unless sold or distributed by us) are not allowed. We also ask that your water bottles have flip lids or no-spill covers to minimise possible accidents in the ab lab.
- We prioritise the health and safety of our members and instructors. If you are sick with a communicable disease (e.g. cold, flu, COVID-19, ringworm, athlete's foot, pink eye, etc...), please do not reserve a spot in class. If you have already

reserved your spot, please cancel as soon as possible (see Cancellation Policy on **page 5**).

- We provide a wide variety of hygiene products as a courtesy in the bathroom. Please be considerate of other members and only use what you need.

Code of Conduct

Participation in classes at AB LAB Fitness Studio is contingent on your adherence to the rules outlined below. We reserve the right to block reservations from members who repeatedly disregard the outlined rules.

1. We expect you to treat everyone in our studio with respect. Bullying or harassment of any member, instructor or staff member whether in studio or online is not allowed. You are also not permitted to interfere with, tamper with, steal, or damage the property of another member or instructor, including those in lockers, shoe racks, by reformers, or anywhere in the studio.
2. This is a substance-free zone: Smoking, vaping, chewing tobacco and the use of drugs of any kind is prohibited inside or within 500 feet (~150m) of the studio. You must be sober to participate in any class or activity. Any signs of intoxication, inebriation or the presence of drugs will result in you being barred from class.
3. Health & Safety Information: It is your responsibility to keep your profile up to date, including contact information and any relevant health information (illnesses or medical conditions).
4. There are changing rooms available for your use and they are limited to one (1) person at a time. Any unreasonable conduct in the changing rooms is expressly prohibited.
5. For your safety and the safety of others, please closely follow any and all instructions from our instructors and staff once you enter the studio.
6. All equipment and props are to be used only as intended. Any costs incurred for the repair or replacement of damaged equipment and props resulting from improper will be billed to you.

The AB LAB LAWS

By participating in classes or any activities affiliated with AB LAB Fitness Studio, constitutes your acceptance of and agreement with the following:

- *Leave it at the door:* We encourage our members to use their class time to disconnect from the outside noise and focus fully on their strength and fitness goals. To support this, the *ab lab* is cell phone free. We also encourage members to arrive 10 minutes before class to get settled and minimise distractions — there is no entry into classes once the door is locked.

- *Adjust to your body:* To guide modifications, we ask all members to update their profiles with any injuries, medical conditions or physical limitations at least one hour before class. Remember, listen to your instructor and don't be afraid to ask for clarifications.
- *Breathe through the movement:* Coordinate your breath with each maintain the mind-body connection to maintain control and get stronger, faster. After all — that's what you signed up for.

Understanding Your Profile

Everyone who takes a class at AB LAB Fitness Studio is required to create an account on our website or through the Mومence app. Your profile details can only be seen by you and the studio manager/owner (with the exception of your first name and last initial that will be visible for check in). Instructors will only see your name and information vital to your workout like proficiency level and injuries.

Credit-based Pricing Model

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 are dependent on several factors including equipment used and demand, but will never exceed 8 credits. Credits for active members will roll over monthly until December 31 of each year, and any unused credits for non-members will expire 14 days after purchase. Credits may not be transferred to someone else but may be applied to in-studio purchases.

For more information on our memberships, please see the Memberships section on **page 6**.

Reservations

Your spot in class must be reserved in advance through our website or app while logged in to your account. We do not allow in-person class sign ups for classes. If you encounter issues reserving your spot, please contact us through WhatsApp.

- Class spots will open 14 days before the class for members and 7 days before for non-members. Spot reservations are on a first come, first serve basis.
- You may choose your preferred spot when reserving your class. If you don't select one, a spot will be automatically assigned to you.
- All reservations must be paid for in advance (see Credit-based pricing, above at **page 4**). AB LAB Fitness Studio is not responsible for any bank fees or service charges associated with the payment for classes or credits..

- Your spot in class is not confirmed until you receive a confirmation email. If you see the class under “upcoming classes” on your profile but have not received an email, please reach out to us on WhatsApp or by email.
- While we highly encourage you to workout with friends, you are not allowed to reserve a spot for someone else. If the reservation is in your name, you must be the one to attend the class. Failure to adhere to this policy will result in your reservation being marked as a no-show (see **No-Show Policy** on **page 6**) and your membership will be suspended.

Waitlist

If a class is full, you have the option to join the waitlist. If a spot becomes available, you will be automatically assigned based on your position on the waitlist. You will be notified by email and push notification at least 60 minutes before the start of class.

Credits will only be deducted if you are assigned a spot. It is your responsibility to cancel within the cancellation window. If you need to be taken off the waitlist prior to being assigned a spot, please email us at info@ablabfitness.com or contact us on WhatsApp. While we can remove you from the waitlist, we are unable to add you to it.

Cancellation Policy

Our cancellation window is at least 12 hours before the start of class. Cancellations made after the window will result in a late cancellation fee of \$2,000 being applied to your account. The late cancellation fee is subject to change with advanced written notice from AB LAB Fitness Studio.

- *For members:* Your credits will be automatically refunded once cancellation occurs at least 60 minutes before the start of class.
- *For Non-members:* You will have the option to receive a gift card or have your original payment method refunded, less a 5% processing fee and any applicable late cancellation fee. Please note, refunds are typically reflected in 7-10 business days.
- If we cancel the class, there will be no cancellation fee.
- If you need to cancel outside of our cancellation window because of a communicable illness, your cancellation fee may be waived with a doctor's note.

No-show Policy

We understand that life happens and sometimes you cannot make it to class. However, class space is limited and your failure to cancel prevents other members from being moved off the waitlist and getting the opportunity to take a class. As a result, your credits will be forfeited and you will be charged a \$3,500 no-show fee. This fee is subject to change with advanced written notice from AB LAB Fitness Studio.

In exceptional circumstances, you may appeal the charge. The decision to uphold or waive the fee entirely at the discretion of the owners of AB LAB Fitness Studio.

Memberships

Before being officially enrolled in a membership, you must sign a Membership Agreement that includes material information, in addition to the points listed below:

- Any unused credits will rollover to the next month once memberships remain active. All unused credits will expire on December 31st of each year.
- Members with three month and six month memberships are entitled to a maximum of two complimentary membership pauses in a 12 month period.
- The price you pay will remain the same for the duration of your signed membership period (three months or six months) as long as your membership remains active. Prices are subject to change with prior notice and will be applied at the start of your next billing cycle.
- All members are billed monthly and memberships will automatically renew.
- Month-to-month members can cancel their membership at any time in your membership dashboard. To avoid automatic renewal, memberships must be cancelled at least 72 hours before your next billing cycle.
- If you have a three month or six month membership and decide to cancel early, you will be charged an *early exit fee*. This fee is equivalent to the difference in price between your plan and a month-to-month plan for the remainder of the membership period.
- You can upgrade or downgrade your credit package at any point in your billing cycle. Changes made less than 72 hours before your next billing cycle will be applied to the next billing cycle.
- Your membership credits may only be applied to group class formats. Private and small group sessions, and studio rentals must be paid for separately.
- Our current membership prices are displayed on our website and app. These prices are subject to change at any time but we commit to giving you a 30 day notice by email and our website.
- AB LAB Fitness Studio is not responsible for any bank fees or service charges associated with the payment of your memberships.

“First Class Free” Disclaimer

Your first class with us is free and it is limited to *the teaser* format. As with all other classes, you must reserve this class online or through the app. You must also complete your waiver and intake form ahead of the class. Failure to complete these forms will result in your reservation unfortunately being cancelled.

Private and Small Group Sessions

Payment for private and small group sessions must be received at least 48 hours prior to your session. Private and small group sessions are nonrefundable and non-transferable. If you are unable to make the sessions, you must cancel at least 24 hours prior to the session to have the payment credited to your account. This credit is valid for 30 days and may only be used for private sessions, small group sessions or in-studio purchases. Failure to cancel within the designated window or a no-show will result in your payment being forfeited. In such cases, AB LAB Fitness Studio is under no obligation to arrange a make up session.

Medical Clearance

Before starting any new form of exercise program, you should consult with your doctor to ensure that you are aware of your current health and any restrictions or modifications that may be needed. You must notify your instructor if you have any injuries or medical conditions (pre-existing or new) which may impact your ability to perform the exercises in our classes. Any changes to your health or injuries should be updated on your intake form at least 24 hours before class. If you are pregnant, please inform your instructor and update your profile accordingly.

During class, work at your own pace if needed and stop immediately if you experience pain or discomfort. If there are any unanticipated changes to your physical condition prior to a class with us, you should immediately seek medical attention and cancel all future classes until cleared by a medical professional.

By participating in any of our programs, you acknowledge that you do so at your own risk. AB LAB Fitness Studio, its instructors and creators of our Core Methodology (together with their servants and agents) will not be liable for any personal injury, loss or liability of whatsoever nature arising as a result of, or in connection with, your undertaking of any such exercise program or following advice contained on our website or given by our instructors.

Video Surveillance & Security

For your safety and security purposes, AB LAB Fitness Studio uses indoor and outdoor video surveillance to monitor the studio on a 24-hour basis. By signing this Agreement, you acknowledge and consent to being recorded by accessing the studio. This footage will be stored by AB LAB Fitness Studio and will be used in any manner for as long as it deems necessary. Video surveillance is limited to the entry, reception area, locker area and the ab lab and will never include the interior of the bathroom or changing rooms. For the avoidance of all doubt, you consent to being photographed and/or recorded by AB LAB Fitness Studio for the purposes outlined in this agreement.

Force Majeure

AB LAB Fitness Studio will not be liable for any failure or delay regarding memberships or classes if such failure or delay is: beyond our reasonable control, 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 Studio, 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.

Limitation of Liability

In no event shall AB LAB Fitness Studio, nor any of its owners, instructors, staff and representatives, be held liable for any claims or damages, arising from or in any way connected with your use of our services whether such liability is under contract, tort, or otherwise.

Entire Agreement

These terms, along with the Membership Agreement(if applicable), constitute the entire agreement between you and AB LAB Fitness Studio in relation to your use of our services, and supersede all prior agreements and understandings.

Governing Law & Jurisdiction

These Terms 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 and Conditions

The use of our website, app, online booking system, and your attendance in classes signifies your acceptance of our terms and conditions. We have the sole discretion to revise and update our terms and 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.