

Terms of Use

Effective July 27, 2018

Welcome to Pivot! These Terms of Use (“Terms”) are a contract between you and PiVoT LLC (“Pivot” or “we”) and govern your access to and use of any Pivot website, mobile application, content, products and/or services made available through Pivot (collectively, the “Service”).

Please read these Terms carefully before accessing and using any component of the Service. THESE TERMS CONTAIN AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT REQUIRE YOU TO ARBITRATE ALL DISPUTES YOU HAVE WITH PIVOT ON AN INDIVIDUAL BASIS. Please see Section 21 for more information about the Arbitration Agreement and class action waiver.

Children. No part of the Service is directed to persons under the age of 15. IF YOU ARE UNDER 15 YEARS OF AGE, PLEASE DO NOT USE OR ACCESS THE SERVICE AT ANY TIME OR IN ANY MANNER. If you are under the age of 18 or the age of majority in your jurisdiction, you may only use the Service under the supervision of a parent, legal guardian, or other responsible adult. The terms "post" or "posting" as used in these Terms shall mean the act of submitting, uploading, publishing, displaying, or similar action on the Service.

1. Terms of Use.

a) Acceptance of Terms. By accessing and/or using the Service, you accept and agree to be bound by these Terms, just as if you had agreed to these Terms in writing. If you do not agree to these Terms, do not use the Service.

b) Amendment of Terms. Pivot may amend the Terms from time to time. Unless we provide a delayed effective date, all amendments will be effective upon posting of such updated Terms. Your continued access to or use of the Service after such posting constitutes your consent to be bound by the Terms, as amended.

c) Additional Terms. In addition to these Terms, when using particular plans, offers, products, services or features, you may also be subject to any additional posted guidelines, or rules applicable to such plan, offer, product, service or feature, which may be posted and modified from time to time. All such additional terms are hereby incorporated by reference into the Terms, provided that in the event of any conflict between such additional terms and the Terms, the Terms shall control.

2. Pivot Platform

a) Pivot Platform. Pivot’s Service offers a membership via an online platform that enables Pivot members to reserve and schedule a wide range of fitness and recreational classes and services offered and operated by fitness studios, gyms, trainers, venues or other third parties that partner with Pivot (“Venues”). Through the

Pivot platform you can access third party products and services. Pivot itself is not a gym, fitness studio or service provider and does not own, operate or control any of the classes, services or facilities accessible through the Service. Pivot may offer certain merchandise through its platform and may also sponsor certain classes/services at some of the Venues.

b) Membership Cycles. Your Pivot membership starts on the date that you sign up for a subscription and submit payment via a valid Payment Method (as defined below). Unless we otherwise communicate a different time period to you at the time of sign up, each Pivot cycle is one year in length (a "Membership Cycle"), and will automatically renew each year until your membership is cancelled or terminated. For example, if you purchase your Pivot membership on April 1, your membership will automatically renew on April 1 of the following year (as further explained in "Billing Cycles," below). You must provide us with a current, valid, acceptable method of payment (which we may update from time to time, "Payment Method") to use Pivot. We will automatically bill the annual membership fee, if applicable, and any monthly reservation fees to your Payment Method until your subscription is cancelled or terminated.

c) Eligible Classes. Each member may reserve classes, gym time or other services per Membership Cycle ("Eligible Classes") to be used at a Venue of their selection available to such member on our platform. Pivot reserves the right to change from time to time the number of Eligible Classes a member may take per cycle, membership plan, geography, Venue or otherwise. We also may change the number of reservations a member may make and fees associated with canceled or missed services a member may incur.

d) Membership Plans. We may offer a number of membership plans, including special promotional plans or memberships, with differing conditions and limitations. We reserve the right to modify, terminate or otherwise amend our offered membership plans. At any time, and for any reason, we may change the pricing of our subscription or provide a discount or other consideration to some or all of our members; the amount and form of such consideration is at our sole and absolute discretion. In addition, at any time, and for any reason, the Venues that are accessible through the membership and the class inventory available through the membership are subject to change without notice, including during the course of any given membership cycle.

e) Trials. From time to time we may offer a trial membership that includes standard access to the Pivot platform during the trial period. Unless otherwise communicated, a trial begins at the moment of sign up and ends at 11:59pm ET on the last day of the trial (for a one-week trial, this would be the same weekday of the following week). Each trial membership automatically will convert to an annual membership and price unless canceled by 12pm ET on the day before the last day of trial. Customers that cancel and do not convert to a regular membership may not attend classes taking place after the end of the trial membership period (even if booking occurred before the end of the applicable trial period). Unless we expressly communicate otherwise, trial memberships are only available to new customers that have never had a Pivot account before, are not transferable, may not be combined with other offers or redeemed for cash and are void where prohibited.

f) Hold. In lieu of cancellation, we also may give you the option to put your membership on hold at any time. Please request a hold at least 5 business days prior to your next billing date if you want to put your membership on hold. (i.e., if your next billing date is September 30th, notify Pivot at fitness@pivotpassport.com that you want to put your membership on hold by September 25th.) Your membership will be inactive while on hold. There is currently no reactivation fee to return to a full Eligible Class membership. If your membership is on hold and you wish to cancel your membership, you may cancel at any time with 5 days' notice to Pivot at fitness@pivotpassport.com.

g) Membership Cancellation. You may cancel your membership by notifying Pivot at fitness@pivotpassport.com and your membership shall be cancelled within 5 business days of notice. All payments are nonrefundable and there are no credits or refunds for partially used membership periods. Following any cancellation, you will not be able to reserve classes but you will be billed for any used, but unpaid Services during the next billing period with your Payment Method. Reactivation of your subscription is at our discretion and subject to availability. The Company cannot guarantee that your Information will be available to you following a cancellation, or suspension.

h) Availability and Allocation. Pivot does not guarantee the availability of particular Venues, locations, classes or other inventory, and availability may change over time, including during the course of any given Membership Cycle. The type, quantity, allocation and availability of Venues, classes, and other inventory offered are determined by Pivot in its sole discretion. As such, Pivot takes certain steps to release, promote and otherwise make available inventory at varying times and in an ongoing and evolving way.

Class Reservation Period. Classes can be reserved in advance, but some Fitness Providers may have short reservation windows which are subject to change on a per Fitness Provider basis. The Company makes no guarantee of the availability of classes available for reservation and the Fitness Providers on the platform are subject to change without notice.

Fitness Provider Fees. The Pivot membership covers Services on the Pivot Platform, which may not include the cost of mat rentals, water, towels, shoes, or any other equipment, amenity or services fees charged by the Fitness Provider that are not included in regular class fees. You are responsible for paying the Fitness Provider for any product or service needed or required for an Eligible Class but not specified on the Pivot Platform.

Class Cancellation and No Show Policies. Pivot's class cancellation policy requires you to cancel your class registration or Service within 12 hours of the class time on the Pivot Platform. If you fail to cancel within the 12 hour timeframe, you will be billed for that class or Service as if you had attended the class or used the Service, as the case may be, unless otherwise indicated by the terms of the Service. Members should contact fitness@Pivotpassport.com with any cancellation issues. The Company reserves the right to suspend or terminate your account and prevent access to the Service if you

violate Pivot's cancellation policies. Cancellation policies and fees are subject to change.

f) Use of Pivot. Your Pivot membership is personal to you and you agree not to create more than one account. Members cannot transfer or gift classes to third parties, including other Pivot members. Pivot may not be used for commercial purposes. To use your Pivot membership you must have access to the Internet. We continually update and test various aspects of the Pivot Platform. We reserve the right to, and by using our Service you agree that we may, include you in or exclude you from these tests without notice.

Communications from Pivot. By creating an account, you agree to receive any communications in connection with the Service. For example, you might receive review requests, class reservation and cancellation confirmations and friend requests from other Users. You will also receive our e-mail newsletter from time to time. Expect regular email communications and updates from Pivot.

3. Billing

Subscribing to the Service will require you to enter your credit card and billing information. You may be limited to those credit cards accepted by the Service. The Company transmits all payment information using SSL (https) encryption and complies with PCI data security standards. You may edit your Payment Method information by logging online and editing under "My Account".

Memberships, reservations, and prepaid services purchased using the Service are non-refundable, non-transferable, and may not be shared. THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED OR UNUSED PERIODS.

a) Recurring Billing. By starting your Pivot membership, you authorize us to charge you for your membership and Service fees at the then current rate, which may change from time to time, for any Eligible Classes or services you reserve thru our Platform. You acknowledge that the amount billed each month may vary for reasons that may include differing amounts due to promotional offers and/or changing or adding a plan, and you authorize us to charge your Payment Method for such varying amounts, which may be billed monthly in one or more charges. You also authorize us to charge you any other fees you may incur in connection with your use of the Service, such as any applicable sign-up fee, taxes and cancellation or late fees, as further explained in these terms.

b) Billing Cycle. When you sign up and purchase your Pivot subscription, your first membership subscription cycle will be billed immediately, if applicable. Your membership subscription will automatically renew each year and you will be billed on the same date each year. Your monthly Service subscription will automatically renew each month, if not cancelled beforehand, and you will be billed on the same date each month. We reserve the right to change the timing of our billing (and if we do, we'll make

adjustments to the amounts we charge, as appropriate). Your membership and Service subscription renewal dates may change due to changes in your membership.

c) Refunds. Generally, our fees (including the monthly usage fee and any other fees) are nonrefundable. If you are requesting a refund, please contact us at fitness@Pivotpassport.com.

d) Price Changes. We reserve the right to adjust pricing at any time. Unless we expressly communicate otherwise, any price changes to your membership will take effect on your next billing cycle upon notice communicated through a posting on the Pivot website or mobile applicable or such other means as we may deem appropriate from time to time, such as email.

e) Payment Methods. You may edit your Payment Method information by logging online and editing it under "My Account". If a payment is not successfully settled, due to expiration, insufficient funds or otherwise, and you do not edit your Payment Method information, you nonetheless will remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. You also acknowledge that we may assess further fees if we have to engage collection or legal assistance, including in the event you attempt to create a new account. If we cannot charge your account with the Payment Method within 24 hours' notice from Company, we reserve the right, but are not obligated, to terminate your access to our Service or any portion thereof. You authorize us to be able to check the validity of your Payment Method at any time, including continuously.

f) Gifts and Promotions. From time to time we may make available gift cards for Pivot membership, other types of promotions or promotional plans (including through the use of promotional codes or those provided as part of a third party promotion). Promotions and promotional plans may be redeemed as described in the specifics of the promotion and may be subject to additional or different terms. Unless otherwise expressly communicated to you in connection with your redemption, promotions and promotional plans are only available to new customers that have never had a Pivot account before, are not transferable, can only be used once, cannot be redeemed for cash, and may not be combined with other offers and are void where prohibited. To be eligible for certain promotions, your subscription must be active.

4. Other Fees

a) Fees We Charge. Your Pivot membership subscription fee covers your access to the Pivot Platform. Your Service fee covers your access to Eligible Classes and Services as explained herein. In addition to your membership subscription and Service fees, you are responsible for paying cancellation fees or missed Eligible Class fees if you do not cancel with appropriate notice or do not attend your scheduled Eligible Class. We reserve the right to change the policy regarding when we charge fees, to introduce additional fees (such as a sign up fee) and to change the amount of any such fees at any time. Additionally, from time to time we may allow you to purchase additional classes, products or services through the Pivot Service. If you choose to purchase any

of these offerings, you will be responsible to pay the applicable fees in addition to your subscription fees.

b) Third Party Fees for Using Pivot. You are responsible for all third party charges and fees associated with connecting and using the Service, including fees such as internet service provider fees, telephone and computer equipment charges, sales tax and any other fees necessary to access the Service.

5. Termination or Modification by Pivot.

a) Termination or Modification. You understand and agree that, at any time and without prior notice Pivot may (1) terminate, cancel, deactivate and/or suspend your subscription, your account, any orders placed, or your access to or use of the Service or your membership (or any portion thereof, including your access to any or all Venues or services) and/or (2) discontinue, modify or alter any aspect, feature or policy of the Service or your subscription. This includes the right to terminate or modify any subscription prior to the end of any pre-paid, committed, or monthly usage period. Upon any termination, we may immediately deactivate your account and all related information and/or bar any further access to your account information and the Service. Upon any such termination by us without cause, as your sole recourse, we will issue you a pro rata refund of the prepaid portion of your subscription applicable to future unused services (less any fees or costs for classes or services already used). If we determine that you have violated these Terms or otherwise engaged in illegal or improper use of your membership or the Service, you will not be entitled to any refund and you agree that we will not be responsible to pay any such refund. You agree that Pivot will not be liable to you or any third party for any termination or modification to the Service regardless of the reason for such termination or modification. You acknowledge that your only right with respect to any dissatisfaction with any modification or discontinuation of service made by us is to cancel your subscription.

b) Infringing or Fraudulent Activity. Pivot does not permit copyright infringing activities and reserves the right to terminate access to the Service and remove all content submitted by any persons who are found to be infringers. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Service may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Pivot may have at law or in equity.

6. Eligibility; Registration Information and Password; Service Access.

a) Eligibility Criteria. The availability of all or part of our Service may be limited based on geography, age, or other criteria as we may establish from time to time. You understand and agree we may disallow you from subscribing to Pivot or may terminate your subscription at any time based on these criteria. For example, you must be 18 years of age or older to use this Service or to purchase a Pivot membership, unless you are under the supervision of a parent, legal guardian, or responsible adult and you are 15 years of age or older.

THESE TERMS ARE ONLY APPLICABLE TO USERS IN THE U.S. AND SEPARATE TERMS APPLY TO USERS IN OTHER JURISDICTIONS. THE SERVICE IS NOT AVAILABLE TO ANY USERS SUSPENDED OR REMOVED FROM THE SERVICE BY PIVOT. BY USING THE SERVICE, YOU REPRESENT THAT YOU ARE A RESIDENT OF THE UNITED STATES, AT LEAST 18 YEARS OLD AND HAVE NOT BEEN PREVIOUSLY SUSPENDED OR REMOVED FROM THE SERVICE. THOSE WHO CHOOSE TO ACCESS THE SERVICE DO SO AT THEIR OWN INITIATIVE AND ARE RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL RULES INCLUDING, WITHOUT LIMITATION, RULES ABOUT THE INTERNET, DATA, EMAIL OR OTHER ELECTRONIC MESSAGES, OR PRIVACY.

b) Subscribing Organizations. If you are using or opening an account on behalf of a company, entity, or organization (a “Subscribing Organization”), then you represent and warrant that you are an authorized representative of that Subscribing Organization with the authority to bind such organization to these Terms; and agree to be bound by these Terms on behalf of such Subscribing Organization. Any Subscribing Organization agrees and acknowledges that each of their individual constituents shall have their own Pivot membership to use and access the Eligible Classes.

c) Account Information. You agree that the information you provide to Pivot at registration and at all other times will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times. When you register, you will be asked to create a password. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account. Pivot reserves the right to modify your account and profile at any time and without your permission.

7. Privacy.

The Company’s Privacy Policy document describes the use of information as it relates to the Service, and is incorporated into, and constitute a part of, these Terms.

As also stated in the Privacy Policy, the Company may access, preserve, and disclose your Personal Information, other account information, and content if required to do so by law or if those actions are reasonably necessary to:

1. Comply with legal process, such as a court order or subpoena;
2. Enforce these Terms;
3. Respond to claims that any content violates the rights of third parties;
4. Respond to your requests for customer service;
5. Respond to law enforcement;
6. Investigate and prevent unauthorized transactions or other illegal activities; or
7. Protect the rights, property, or safety of the Company, its users, and the public.

8. Prohibited Conduct.

You agree not to:

- Harass, threaten, disrupt or defraud users, members or staff of Pivot or Venues or otherwise create or contribute to an unsafe, harassing, threatening or disruptive environment;
- Make unsolicited offers, advertisements, proposals, or send junk mail or “spam” to users;
- Impersonate another person, access another user’s account, hold multiple accounts, or redeem a coupon code or other discount not issued specifically to you;
- Share Pivot-issued passwords with any third party or encourage any other user to do so;
- Permit anyone to use any classes or services booked under your own membership, including other members;
- Reserve or cancel any Pivot class directly with a Venue, rather than through the Pivot Service or contact or communicate directly with a Venue by circumventing the Pivot Service if the Member has been using the Pivot Service,
- Misrepresent the source, identity, or content of information transmitted via the Service, including deleting the copyright or other proprietary rights;
- Upload material (e.g. virus) that is damaging to computer systems or data of Pivot or users of the Service;
- Upload copyrighted material that is not your own or that you do not have the legal right to distribute, display, and otherwise make available to others;
- Upload or send to Service users pornographic, threatening, embarrassing, hateful, racially or ethnically insulting, libelous, or otherwise inappropriate content; or
- Intentionally withhold payment for any Service when due, or use an invalid Payment Method.

9. Prohibited Uses.

As a condition of your use of the Service, you will not use the Service for any purpose that is unlawful or prohibited by these Terms. You may not use the Service in any manner that could damage, disable, overburden, or impair it or interfere with any other party’s use and enjoyment of the Service. You may not attempt to gain unauthorized access to the Service, or any part of the Service, other accounts, computer systems or networks connected to the Service, or any part of them, through hacking, password mining, or any other means or interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service. You may not remove, circumvent, disable, damage or otherwise interfere with security-related features of the Service, any features that prevent or restrict use or copying of any content accessible through the Service, or any features that enforce limitations on the use of the Service or

the content therein. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service. You agree neither to modify the Service in any manner or form, nor to use modified versions of the Service, including (without limitation) for the purpose of obtaining unauthorized access to the Service. The Service may contain robot exclusion headers. You agree that you will not use any robot, spider, scraper, or other automated means to access the Service for any purpose without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Service. Pivot reserves the right to refuse or change Service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

10. User Submissions.

a) General. The Service may provide certain features which enable you and other users to submit, post, and share content, which may include without limitation text, graphic and pictorial works, or any other content submitted by you and other users through the Service (“User Submissions”). Pivot does not guarantee any anonymity or confidentiality with respect to any User Submissions, and strongly recommends that you think carefully about what you upload to the Service. You understand and agree that User Submissions may be made public without any additional notice to or consent by you and you should assume that any person (whether or not a user of Pivot’ platform), including any Venue, may read your User Submissions. Pivot is not responsible for the use or disclosure of any information that you disclose in connection with User Submissions, including any personal information. User Submissions are displayed for information purposes only and reflect the opinions of the person making the submission. They are not controlled by, and may not reflect the opinion of, Pivot. You understand that all User Submissions are the sole responsibility of the person from whom such User Submission originated. This means that you, and not Pivot, are entirely responsible for all User Submissions that you upload, post, e-mail, transmit, or otherwise make available through the Service.

b) Right to Remove or Edit User Submissions. Pivot makes no representations that it will publish or make available on the Service any User Submissions, and reserves the right, in its sole discretion, to refuse to allow any User Submissions on the Service, or to edit or remove any User Submission at any time with or without notice. Without limiting the generality of the preceding sentence, Pivot complies with the Digital Millennium Copyright Act, and will remove User Submissions upon receipt of a compliant takedown notice.

c) License Grant by You to Pivot. You retain all your ownership rights in original aspects of your User Submissions. By submitting User Submissions to Pivot, you hereby grant Pivot and its affiliates, sublicensees, partners, designees, and assignees of the Service (collectively, the “Pivot Licensees”) a worldwide, non-exclusive, fully paid-up, royalty-free, perpetual, irrevocable, sublicensable, and transferable license to use, reproduce (including by making mechanical reproductions), distribute, modify, adapt, translate, prepare derivative works of, publicly display, publish, publicly perform, and otherwise exploit your User Submissions and derivatives thereof in connection with the

Service and Pivot's (and its successors') business, including, without limitation, for marketing, promoting, and redistributing part or all of the Service (and derivative works thereof), in any media formats and through any media channels now known or hereafter discovered or developed.

d) User Submissions Representations and Warranties. You are solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and warrant that: (i) you own, or have the necessary licenses, rights, consents, and permissions to use and authorize Pivot to use all patent, trademark, copyright, or other proprietary rights in and to your User Submissions to enable inclusion and use of your User Submissions in the manner contemplated by Pivot and these Terms, and to grant the rights and license set forth above, and (ii) your User Submissions, Pivot's or any Pivot Licensee's use of such User Submissions pursuant to these Terms, and Pivot's or any of Pivot Licensee's exercise of the license rights set forth above, do not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) contain any material that is illegal, threatening, obscene, racist, defamatory, libelous, hateful, pornographic, purposely false or otherwise injurious to third parties, promotional in nature, promotes any illegal activity or harm to groups or individuals, or consists of or contain software, computer viruses, commercial solicitation, political campaigning, chain letters, mass mailings, any form of "spam" or references to illegal activity, malpractice or false advertising; (c) violate these Terms or any applicable law or regulation; or (d) require obtaining a license from or paying fees or royalties to any third party for the exercise of any rights granted in these Terms, including, by way of example and not limitation, the payment of any royalties to any copyright owners, including any royalties to any agency, collection society, or other entity that administers such rights on behalf of others. Pivot may, but is not obligated to, monitor and edit or remove any activity or content, including but not limited to content that Pivot determines in its sole discretion to violate the standards of this Service. Pivot takes no responsibility and assumes no liability for any User Submissions.

e) Inaccurate or Offensive User Submissions. You understand that when using the Service, you may be exposed to User Submissions from a variety of sources and that Pivot does not endorse and is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable. YOU AGREE TO WAIVE, AND HEREBY DO WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST PIVOT WITH RESPECT THERETO.

f) Feedback. If you provide Pivot with any comments, bug reports, feedback, or modifications proposed or suggested by you to the Service ("Feedback"), Pivot shall have the right to use such Feedback at its discretion, including, but not limited to the incorporation of such suggested changes into the Service. You hereby grant Pivot a perpetual, irrevocable, nonexclusive license under all rights necessary to incorporate and use your Feedback for any purpose.

11. Ownership; Proprietary Rights.

The Pivot website and mobile applications are owned and operated by Pivot. The visual interfaces, graphics, design, compilation, information, computer code, products, software (including any downloadable software), services, and all other elements of the Service provided by Pivot (“Materials”) are protected by the copyright, trade dress, patent, and trademark laws of the United States and other countries, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Except for any content uploaded by you, all Materials contained on the Service are the copyrighted property of Pivot or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names are proprietary to Pivot or its affiliates and/or third-party licensors. Except as expressly authorized by Pivot, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials.

12. Third-Party Sites, Products and Services; Links.

The Service may include links or access to other web sites or services (“Linked Sites”) solely as a convenience to users. Pivot does not endorse any such Linked Sites or the information, material, products, or services contained on other linked sites or accessible through other Linked Sites. Furthermore, Pivot makes no express or implied warranties or accept any responsibility with regard to the information, material, products, or services that are contained on or accessible through linked sites. ACCESS AND USE OF LINKED SITES, INCLUDING THE INFORMATION, MATERIAL, PRODUCTS, AND SERVICES ON LINKED SITES OR AVAILABLE THROUGH LINKED SITES, IS SOLELY AT YOUR OWN RISK.

Sometimes promotional plans are offered in conjunction with the provision of third party products and services. We are not responsible for the products and services provided by such third parties, and use of such products and services is at your own risk.

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service are solely between you and such advertiser. YOU AGREE THAT PIVOT WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS THE RESULT OF ANY SUCH DEALINGS OR AS THE RESULT OF THE PRESENCE OF SUCH ADVERTISERS ON THE SITE.

13. Notice.

Except as explicitly stated otherwise, legal notices will be served, with respect to Pivot, on Pivot’s national registered agent, and, with respect to you, to the email address you provide to Pivot during the registration process. Notice will be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to the address provided during the

registration process. In such case, notice will be deemed given three days after the date of mailing.

14. Electronic Signatures and Agreements.

You acknowledge and agree that by clicking on the button labeled "CONFIRM PURCHASE," "SUBMIT", "DOWNLOAD", "PLACE MY ORDER", "I ACCEPT" or such similar links as may be designated by Pivot to accept the terms and conditions of these Terms, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by these Terms. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, including without limitation the United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229 (the "E-Sign Act") or other similar statutes, YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SITE OR SERVICES OFFERED BY PIVOT. Further, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

15. Disclaimers; No Warranties.

CLASSES, ACTIVITIES, AND OTHER NON-PIVOT PRODUCTS AND SERVICES OFFERED VIA THE SERVICE ARE OFFERED AND PROVIDED BY THIRD PARTIES (AND THE DESCRIPTIONS OF THE FOREGOING POSTED ON THE SERVICE ARE PROVIDED BY SUCH THIRD PARTIES), NOT PIVOT. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, YOUR ATTENDANCE AT AND PARTICIPATION IN THESE CLASSES, ACTIVITIES, AND YOUR USE OF THESE NON-PIVOT PRODUCTS AND SERVICES IS SOLELY AT YOUR OWN RISK. IN NO EVENT SHALL PIVOT BE LIABLE FOR ANY ACT, ERROR OR OMISSION BY ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY WHICH ARISES OUT OF OR IS ANY WAY CONNECTED WITH A USER'S ATTENDANCE, USE OF OR PARTICIPATION IN A CLASS, SERVICE, PRODUCT OR APPOINTMENT MADE THROUGH THE SERVICE, OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY PROVIDER IN CONNECTION WITH THE SERVICES. PIVOT IS NOT AN AGENT OF ANY THIRD PARTY PROVIDER.

THE SITE, CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, PIVOT, ON BEHALF OF ITSELF AND ITS SUPPLIERS AND PARTNERS, DISCLAIMS AND EXCLUDES ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.

WITHOUT LIMITING THE FOREGOING, PIVOT DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS (I) THAT THE SITE, CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE, CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (II) REGARDING THE USE OF THE SITE, CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SERVICE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. ANY MATERIAL OR DATA THAT YOU DOWNLOAD OR OTHERWISE OBTAIN THROUGH THE SERVICE IS AT YOUR OWN RISK.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS SET FORTH IN THESE TERMS MIGHT NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

If you post User Content in any public area of the Service, you also permit any User to access, display, view, store, and reproduce such User Content for personal use. Subject to the foregoing, the owner of such User Content posted on the Service retains any and all rights that may exist in such User Content. You agree that you have read and understood our Content Guidelines.

16. Waiver and Release.

You understand that Pivot is not a gym or fitness studio or other service provider and the classes you take or services you use are operated and delivered by the applicable Venue and not by Pivot. Although Pivot endeavors to offer inventory that is of high quality, Pivot is not responsible for the quality of any class or service. You understand that there are certain inherent risks and dangers in exercising and that the classes you may attend offer a range of activity and intensity level. By signing up for a Pivot membership, you acknowledge and agree, on behalf of yourself, your heirs, personal representatives and/or assigns that you are aware of these risks which include, but are not limited to, property damage, illness and bodily injury or death. You acknowledge that some of these risks cannot be eliminated and you specifically assume the risk of injury or harm. You acknowledge and agree that it is your responsibility to consult with your primary care physician prior to participating and to determine if and how participating in any class or service is appropriate for you. You also understand and agree that the Service offers health and fitness information that is designed for informational, educational and entertainment purposes only. The use of any of the information provided on the Service is solely at your own risk.

Therefore, to the fullest extent permitted by law, you release, indemnify, and hold harmless Pivot, its parent, subsidiaries or affiliated entities, and each of their respective officers, directors, members, employees, consultants, contract employees, representatives and agents, and each of their respective successors and assigns, from any and all responsibility, claims, actions, suits, procedures, costs, expenses, damages and liabilities arising out of or in any way related to your participation in or use of your Pivot membership or the Service, including with respect to bodily injury, physical harm, illness, death or property damage.

17. Indemnification; Hold Harmless.

You agree to indemnify and hold Pivot, its affiliated companies, and its suppliers and partners harmless from any claims, losses, damages, liabilities, including attorneys' fees, arising out of your misuse of the Service, violation of these Terms, violation of the rights of any other person or entity, or any breach of your representations, warranties, and covenants set forth in these Terms.

18. Limitation of Liability and Damages.

User Content. The Company does not control User Content and does not have an obligation to monitor it for any purpose. The Company has no obligation to make User Content available through the Service. The Company may choose, in its sole discretion, to monitor, review, or otherwise access some User Content, but the Company assumes no responsibility for doing so. The Company assumes no responsibility for the conduct of Users or other third parties.

The Company reserves the right, in its sole discretion, to remove Your User Content, and the Company does not assume any obligation to remove it. To the extent permitted by law, the Company disclaims any liability for failing to take any such action. To the extent permitted by law, in no event shall the Company be liable for the deletion, loss, or unauthorized modification of any User Content.

Credit Card Payment. The Company may process credit card payments or use third-party service providers to facilitate credit card payments for membership purchases or class reservations. The Company disclaims all liability associated with the security of credit card transactions.

Reservations. The Company reserves the right in its sole discretion to refuse to reserve classes and may cancel reservations. The Company shall not be liable for this refusal or cancellation.

User Disputes. You release the Company of all claims, demands, and damages in disputes among Users of the Service. You assume all risk associated with dealing with other Users. Use caution and common sense when using the Service.

Content Accuracy. The Company makes no representations about accuracy, reliability, completeness, or timeliness of any contents of the Service, including data from studios and third-party service providers, such as class times, locations, and descriptions. Similarly, the Company makes no representations as to the quality or nature of third-party products or services, in particular the fitness and wellness classes, services, or studios, obtained through the Service. The Company makes no representations and disclaims all liability for how and whether studios, classes, and other services are categorized and displayed on the Service. Use the Service at your own risk.

Third-Party Websites. The Service may include links or interact directly with third-party websites and applications at your direction. You are responsible for evaluating whether you want to access or use them. The Company is not responsible for and does not endorse any features, content, advertising, products, or other materials on other websites or applications. You assume all risk and the Company disclaims all liability arising from your use of them.

Injuries and Medical Problems. The Service does not provide any professional health or medical advice and does not make any determination of whether you have the physical capability to participate in a particular class. The Service does not endorse and has no responsibility for any ratings or reviews that may indicate that you are physically capable of participating in a particular class. Prior to participating in any fitness and wellness program or activity, you should seek the advice of your physician or other qualified health professional. You agree to participate in a class at your own risk, and the Company is not liable for any injuries or other health or medical problems that may result from your participation in a class discovered or reserved through the Service. The Company makes no promises and disclaims all liability of specific results from the use of the Service or the fitness and wellness services you obtain through the Service.

LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT PIVOT AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SITE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF THE SITE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (v) ANY OTHER MATTER RELATING TO THE SITE. SOME JURISDICTIONS DO

NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT POSSIBLE BY LAW, THE COMPANY'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SITE OR YOUR USE OF THE COMPANY'S CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED \$100.

You further agree and understand that the Company has no liability for the loss of any information you may choose to store in your Pivot account, your computer, or your mobile device, in the event your computer or mobile device is lost or stolen.

19. Venue Waivers and Terms.

Members taking classes or attending a gym are deemed to agree and fully consent to the liability waivers of individual Venues. Your participation in any class or service may be subject to additional policies, rules or conditions of the applicable Venue and you understand and agree that you may not be permitted to reserve or attend classes or services if you do not comply with these Terms or the policies of the Venues. If you have questions about a Venue's waiver or other terms, please see the applicable Venue's waiver on the Pivot website or contact the Venue directly. By using the Pivot Service, you agree to the Venue waivers as then in effect.

21. Arbitration Agreement

PLEASE READ THE FOLLOWING CAREFULLY:

a) Purpose. This Arbitration Agreement facilitates the prompt and efficient resolution of any disputes that may arise between you and Pivot. Arbitration is a form of private dispute resolution in which parties to a contract agree to submit their disputes and potential disputes to a neutral third person (called an arbitrator) for a binding decision, instead of having such dispute(s) decided in a lawsuit, in court, by a judge or jury trial.

Please read this Arbitration Agreement carefully. It provides that all disputes between you and Pivot shall be resolved by binding arbitration. Arbitration replaces the right to go to court. In the absence of this arbitration agreement, you may otherwise have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). Entering into this Arbitration Agreement constitutes a waiver of your right to litigate claims in court and all opportunity to be heard by a judge or jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow this Arbitration Agreement and can award the same damages and relief as a court (including attorney's fees).

For the purpose of this Arbitration Agreement, "Pivot" means Pivot and its parents, subsidiaries, and affiliated companies, and each of their respective officers, directors, employees, and agents. The term "Dispute" means any dispute, claim, or controversy between you and Pivot regarding any aspect of your relationship with Pivot, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, gross negligence or reckless behavior), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Agreement (with the exception of the enforceability of the Class Action Waiver clause below). "Dispute" is to be given the broadest possible meaning that will be enforced.

WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS ARBITRATION AGREEMENT.

b) Pre-Arbitration Dispute Resolution. Before initiating any Dispute, whether in court or arbitration, you must first give Pivot an opportunity to resolve the Dispute by mailing written notification to Pivot, c/o REX Law Group, PLLC, 100 2nd St., NW, Suite F, Charlottesville, VA 22902. That written notification must include (1) your name, (2) your address, (3) a written description of the Dispute, and (4) a description of the specific relief you seek. If Pivot does not resolve the Dispute to your satisfaction within 45 days after it receives your written notification, you may pursue your Dispute in arbitration.

c) Arbitration Procedures. If the Dispute is not resolved as provided above in the Pre-Arbitration Claim Resolution section, either you or Pivot may initiate arbitration proceedings. The American Arbitration Association ("AAA"), www.adr.org, or JAMS, www.jamsadr.com, will arbitrate all Disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration, and shall in no event be commenced as a class arbitration. All issues shall be for the arbitrator to decide, including the scope of this Arbitration Agreement. For arbitration before the AAA, for Disputes in which less than \$75,000 is at issue, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for Disputes involving \$75,000 or more, the AAA's Commercial Arbitration Rules will apply. In either instance, the AAA's Optional Rules For Emergency Measures Of Protection shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at www.jamsadr.com or by calling 1-800-352-5267. In the event that this Arbitration Agreement conflicts with the applicable arbitration rules, this Arbitration Agreement shall govern. Under no circumstances will class action procedures or rules apply to the arbitration. Because your contract with Pivot, the Terms of Use, and this this Arbitration Agreement concern interstate commerce, the Federal Arbitration Act ("FAA") governs the arbitrability of all Disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

d) Arbitration Award. The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator shall make any award in writing but need not provide a statement of reasons unless requested by a party. Such award by the arbitrator will be final and binding on the parties, except for any right of appeal provided by applicable federal law, including but not limited to the Federal Arbitration Act (“the FAA”), and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

e) Location of Arbitration. Arbitration shall take place in Charlottesville, VA, but it may proceed by telephone if you so choose.

f) Payment of Arbitration Fees and Costs. Pivot will pay all arbitration filing fees and arbitrator’s costs and expenses upon your written request given prior to the commencement of the arbitration. You are responsible for all additional fees and costs that you incur in the arbitration, including, but not limited to, attorneys or expert witnesses. Fees and costs may be awarded as provided pursuant to applicable law.

g) Class Action Waiver. Any Disputes arising out of or relating to any purchase you make on or through the Service, any information you provide via the Service, these Terms (including the formation, performance, or alleged breach), and your use of the Service shall be submitted individually by you and will not be subject to any class action or representative status. The arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, representative action, consolidated action or private attorney general action). Neither you, nor any other Member of Pivot and/or user of Services, can be a class representative, class member, or otherwise participate in a class, representative, consolidated or private attorney general proceeding with respect to the matters set forth in the first sentence of this paragraph. You agree that this Class Action Waiver is material and essential to the arbitration of any dispute between you and Pivot and is nonseverable from the Arbitration Agreement. If any portion of this Class Action Waiver is limited, voided, or cannot be enforced, then the Arbitration Agreement shall be null and void. You understand that by agreeing to this Class Action Waiver, you may only pursue Dispute against Pivot in an individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding.

h) Limitation of Procedural Rights. You understand and agree that, by entering into this Arbitration Agreement, you and Pivot are each agreeing to arbitration instead of the right to a trial before a judge or jury in a public court. In the absence of this Arbitration Agreement, you and Pivot might otherwise have a right or opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). By using the Pivot Service and products and services, you are entering into this Arbitration Agreement, and you give up those procedural rights. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited in arbitration. The right to appellate review of an arbitrator’s decision is much more limited than in court, and in general an arbitrator’s decision may not be appealed for errors of fact or law.

i) Severability. If any clause within this Arbitration Agreement, other than the Class Action Waiver clause above, is found to be illegal or unenforceable, that clause will be severed from this Arbitration Agreement, and the remainder of this Arbitration Agreement will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, then this entire Arbitration Agreement will be unenforceable and the Dispute will be decided by a court of competent jurisdiction.

j) Continuation. This Arbitration Agreement shall survive the termination of your contract with Pivot and your use of the Service.

22. Miscellaneous.

a) Choice of Law; Forum. These Terms shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to conflict of law provisions.

b) Assignment. We may assign our rights and obligations under these Terms. The Terms will inure to the benefit of our successors, assigns and licensees.

c) Severability. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

d) Headings. The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

e) Entire Agreement. These Terms and any applicable Additional Terms, as each may be amended as set forth herein, are the entire agreement between you and Pivot relating to the subject matter herein.

f) Claims; Statute of Limitations. YOU AND PIVOT AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OR THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

g) Disclosures. The services hereunder are offered by Pivot LLC, located at: c/o REX Law Group, PLLC, 100 2nd St., NW, Suite F, Charlottesville, VA 22902. If you are a California resident, you may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information.

h) Waiver. No waiver of any of these Terms by Pivot is binding unless authorized in writing by an executive officer of Pivot. In the event that Pivot waives a breach of any provision of these Terms, such waiver will not be construed as a continuing waiver of other breaches of the same nature or other provisions of these Terms and will in no manner affect the right of Pivot to enforce the same at a later time.