



Inspiring Wellness LLC Billing Contract Policies

Thank you for choosing Baby Boot Camp as your fitness provider. Please be aware of the following billing contract policies and guidelines. Note that these policies and guidelines supersede any previous versions that have been published or printed previously. Please read our policies carefully and note that they are subject to change at any time.

WAIVER OF LIABILITY

You expressly agree that participation in Baby Boot Camp programs or events is at your sole risk, and Inspiring Wellness LLC, its affiliates, subsidiaries, officers, directors, employees, agents, franchisees, licensees, instructors, contractors, partners or suppliers (collectively "the Baby Boot Camp Parties") shall not be responsible or liable for any injuries, damages, theft or loss whatsoever. The Baby Boot Camp Parties shall not be responsible or liable to you or your friends or family for any articles damaged, lost or stolen before, during, or after participation in Baby Boot Camp programs or events, or for the loss of any property including, but not limited to, automobiles and contents thereof. You hereby release and forever waive any claims you may have against the Baby Boot Camp Parties for any losses or damages you sustain as a result of your participation in Baby Boot Camp programs or events.

Privacy

You agree that your member information, including but not limited to your name, mailing address, telephone number, email address, gender, information about your class purchases, and any other information which you provide, may be accessed by Inspiring Wellness LLC and/or our local franchisee or licensee. Member information is retained indefinitely, unless you request removal in writing, and no ongoing business relationship occurs (such as a past due balance, etc.). Privacy disputes may be registered in the following ways: via email: customerservice@babybootcamp.com, or via postal mail: Baby Boot Camp, 8830 S Tamiami Trail Suite 100, Sarasota, FL 34238.

CLASS PURCHASING PLANS

Lifetime Enrollment Fee

Baby Boot Camp requires all new members to pay a one-time lifetime enrollment fee of \$59. This fee provides you with the basic Baby Boot Camp equipment kit, which includes our approved equipment for Baby Boot Camp classes. Other equipment may be recommended, but may not be required by your local franchise owner.

Month-to-Month Billing Plan

Baby Boot Camp offers a Month-to-Month billing plan with no long-term obligation. This billing plan requires that you make payments on a monthly basis, on or before the first of each month in which you intend to be taking classes. This billing plan may be cancelled according to the Cancellation section below.

Six (6) or Twelve (12) Month Commit Billing Plan

Baby Boot Camp offers a six (6) or twelve (12) month "Commit" billing plan option at a lower rate than the Month-to-Month billing plan. The Commit billing plan requires monthly payments continuing for a six (6) or twelve (12) month period. Please note that there is no option to cancel your billing plan before the end of your term. At the end of your term, your instructor or owner will contact you to offer a renewal. If no renewal option is chosen, your account will terminate and no further payments will be collected.



Class Packages

Baby Boot Camp also offers Class Packages. This purchasing plan enables you to purchase a specified number of classes for an up-front payment. You may then attend up to the number of classes that you purchased, provided that you do so within 60-days of purchase.

MONTHLY PURCHASING PLAN OPTIONS

All notifications including freeze and cancellation requests should be requested by informing your instructor or franchise owner. These requests must be made prior to the 20th of the month via the Contract Change Request Form, provided by your instructor or owner.

Monthly billing plan transfer

You may transfer your billing plan to another Baby Boot Camp franchise owner (the "new franchise owner") by contacting your current instructor or owner with your request. All transfers are effective on the first of each month, and may result in an increase or a decrease in your monthly payment, depending on what the new franchise owner charges compared to the prior franchise owner. Members on "Commit" billing plans will transfer to the new franchise owner under the same six (6) or twelve (12) month billing plan that they were on with the prior franchise owner. Transfers do not affect the term, meaning that the term will expire on the same date after the transfer as it would have before the transfer. To transfer your billing plan you must inform your instructor or owner by the 20th of the month.

Freeze

You may freeze a six (6) month "Commit" billing plan for up to one (1) month. You may freeze a twelve (12) month "Commit" billing plan for up to two (2) months. When submitting your freeze request you must specify whether the freeze is to be for one (1) or two (2) months, otherwise we will freeze your account for one (1) month. You may request a freeze through your instructor or owner, via the Change in Contract Request Form provided by the instructor or owner. You will be charged a \$15 per month freeze fee while your billing plan is on freeze. In certain extenuating circumstances your Baby Boot Camp franchise owner may be able to approve an "extended freeze" on your behalf. If you are on extended freeze you will be charged \$15 per month, and the term of your contract will be extended for the duration of your extended freeze. Contact your franchise owner with extended freeze requests. Your franchise owner may require a doctor's note or other supporting documentation to support extended freeze requests.

CANCELLATION

Consumers Right to Cancellation

You may cancel this contract without any penalty or further obligation within three (3) days from the date signed. Cancellation requests should be made through your instructor or owner. Baby Boot Camp will refund all moneys paid pursuant to this contract within fifteen (15) business days of receipt of such notice of cancellation. However, Baby Boot Camp may retain its expenses incurred and, in addition, the drop-in price for any classes attended during this three (3) day cancellation period.

Cancellation of Month-to-Month Billing Plan

You may cancel Month-to-Month billing plans through your instructor or owner by the 20th of the month. You will not be charged a cancellation fee for Month-to-Month billing plans.

Cancellation of Six (6) or Twelve (12) Month Commit Billing Plan

You may cancel your Commit billing plan before the end of its term only due to (A) relocation of your physical residence beyond a 20-mile radius of a Baby Boot Camp location offered by your current franchise owner or



another Baby Boot Camp franchise owner offering a comparable schedule and willing to accept your contract; or (B) a physician advising that you abstain from exercise at a fitness club or our program for a period in excess of two months; or (C) death of the member. Prior written notice and all supporting documentation must be received by the instructor or owner by the 20th of the month for cancellation to be effective at the end of that month. Backdated supporting documentation does not obligate Baby Boot Camp to refund past payments. If a cancellation request is received after the 20th of the month, the cancellation will be effective at the end of the next month. Cancellation for any reason other than those stipulated herein permits Baby Boot Camp to continue collecting monthly payments for the remaining term of your Commit billing plan.

Your six (6) or twelve (12) month commit billing plan will automatically terminate after your sixth (6th) or twelfth (12th) charge. To renew your plan you must contact your instructor or owner prior to your final charge date.

BILLING

A contractual agreement has been reached between you and Baby Boot Camp. Therefore, you have provided us with a credit card with an expiration date covering the term of your contract, or have authorized your bank to make payments by the method indicated via Electronic Funds Transfer (EFT). All billing is processed electronically, either on the 1st or 25th of each month for the next month ("the monthly billing date"). The billing date may be different for each franchise owner. Any balance due on your account from prior months will be billed to you on the next regularly scheduled billing date. You are responsible for updating current EFT details via your instructor or franchise owner using the Contract Change Request Form; otherwise we will charge the EFT details provided prior to your change.

REFUND POLICY

We do not offer refunds under any circumstances. Our franchise owners are independent contractors and we act as a billing agent on their behalf. Once we process your payment, the funds are issued to your franchise owner.

If a Baby Boot Camp location closes and there is a Baby Boot Camp location within a 20-mile radius of the member's home zip code, we will arrange with the other franchise owner to honor your remaining class pass or monthly commit.

If a Baby Boot Camp location closes and we do not have a Baby Boot Camp location within a 20-mile radius of the member's home zip code, we will terminate your monthly commit upon written notice from you and confirmation from the franchise owner that classes are no longer being offered for a period of 30 days or longer.

MISCELLANEOUS

It is your responsibility to update Baby Boot Camp with any changes to your billing account (including credit card details or your bank account details) and personal contact information (including name, mailing address, etc.), through your local franchise owner. Any false information given to Baby Boot Camp by you will result in the automatic cancellation of the billing plan with no refund of any monies paid. Baby Boot Camp reserves the right to amend or add to these Billing Contract Policies, to change prices and fees, and to adopt new rules and conditions, as it may deem necessary. We will notify you in writing of any changes we deem necessary.