

Term and Conditions

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Rock City Fitness, Inc. relationship with you in relation to this website.

The term Rock City Fitness, Inc. or 'us' or 'we' refers to the owner of the website. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website which are not the property of, or licensed to, the operator are acknowledged on the website.
- Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- You may not create a link to this website from another website or document without our prior written consent.

Privacy Policy

This privacy policy sets out how Rock City Fitness, Inc. uses and protects any information that you give Rock City Fitness, Inc. when you use this website.

Rock City Fitness, Inc. is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

Rock City Fitness, Inc. may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes.

What we collect

We may collect the following information:

- name
- contact information including email address
- demographic information such as postcode, preferences and interests
- other information relevant to customer surveys and/or offers

What we do with the information we gather

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping.
- We may use the information to improve our products and services.
- We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customize the website according to your interests.

Security

We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

Links to other websites

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide while visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

One-On-One Training Services

One-On-One Training services consist of a contract between the client and Rock City Fitness, Inc. to purchase a monthly training program based on weekly training session frequency. Session dates and times are scheduled. A 24-hour notice is required to change or cancel sessions. Failure to provide 24-hour notice will result in a loss of the session. Extenuating circumstances will be taken into consideration. A primary trainer will be assigned. However, in the event the primary trainer is not available, a temporary alternative trainer will be assigned. The start date of the program will be the date of purchase and will expire 45 days after this date. Sessions must be utilized within this time period or they will be forfeited. Rock City Fitness, Inc. has the right to grant or deny any extensions. Purchases are non-refundable.

The contract will automatically renew on a monthly basis regardless of the 45 day expiration date. The ongoing monthly charge (autopay) is established at the start date of the program. The contract requires a 30 day notice for cancellation. Upon checkout, the payment method and future autopay will be selected. In the interest of program consistency and continuity, the client agrees to be diligent and partner with Rock City Fitness, Inc. to complete all sessions within the contract time period.

Unless otherwise indicated, the One-On-One Training program is measured by time, not sessions. The monthly payment gives the opportunity to schedule an average of number of sessions a week based on the selected training frequency. However, in the event regularly scheduled training appointments are missed due to outside conflicts (including but not limited to client conflicts, trainer availability and holidays), and an exclusive time is not available, the client understands they may be paired up with another client or included in a group training session to make up sessions. The monthly autopay charge is fixed based on potential maximum one-on-one appointments, not actual appointments. Certain billing periods may be more challenging than others to schedule the maximum one-on-one appointments.

Life circumstances that require an extended absence such as vacation, work travel, sickness, injury, family/personal matters, etc. may qualify the contract/monthly autopay to be extended or suspended. These situations will be considered by Rock City Fitness, Inc. on a case by case basis. Rock City Fitness, Inc. has the right to grant or deny any extensions or suspensions.

The client gives consent to participate in the fitness program established by the trainer. Exercise carries some risk to the musculoskeletal system (sprains, strains, etc.) and the cardiovascular system (dizziness, discomfort, heart attack, etc.). The client hereby certifies that they know of no medical problem, except those noted on the Health History Questionnaire, which would increase chance of injury and illness as a

result of participation in an exercise program. By signing the consent form the client understands they are personally responsible for their actions while under the direction of the trainer. The client also understands that they are waiving the responsibility of the trainer they should incur an injury as a result of their own negligence.

Client training may be filmed or pictures taken for marketing purposes. Participation in a session means the client consents to photography, filming and sound recording which may include the client and its use in commercial distribution without payment or copyright.

Group Training Services

Group Training services consist of a contract between the client and Rock City Fitness, Inc. to purchase a monthly training program based on weekly training session frequency. Session dates and times are scheduled. A 24-hour notice is required to change or cancel sessions. Failure to provide 24-hour notice will result in a loss of the session. Extenuating circumstances will be taken into consideration. The start date of the program will be the date of purchase and will expire 30 days after this date. Sessions must be utilized within this time period or they will be forfeited. Rock City Fitness, Inc. has the right to grant or deny any extensions. Purchases are non-refundable.

The contract will automatically renew on a monthly basis. The ongoing monthly charge (autopay) is established at the start date of the program. The contract requires a 30 day notice for cancellation. Upon checkout, the payment method and future autopay will be selected. In the interest of program consistency and continuity, the client agrees to be diligent and partner with Rock City Fitness, Inc. to complete all sessions within the contract time period.

Unless otherwise indicated, the Group Training program is measured by time, not sessions. The monthly payment gives the opportunity to schedule an average of number of sessions a week based on the selected training frequency. However, in the event regularly scheduled training sessions are missed due to outside conflicts (including but not limited to client conflicts, trainer availability and holidays), the client has the option to schedule a make-up session even if it's after the 30 day expiration date. The monthly autopay charge is fixed based on potential maximum sessions, not actual sessions. Certain billing periods may be more challenging than others to schedule the maximum sessions.

Life circumstances that require an extended absence such as vacation, work travel, sickness, injury, family/personal matters, etc. may qualify the contract/monthly autopay to be extended or suspended. These situations will be considered by Rock City Fitness, Inc. on a case by case basis. Rock City Fitness, Inc. has the right to grant or deny any extensions or suspensions.

The client gives consent to participate in the fitness program established by the trainer. Exercise carries some risk to the musculoskeletal system (sprains, strains, etc.) and the cardiovascular system (dizziness, discomfort, heart attack, etc.). The client hereby certifies that they know of no medical problem, except those noted on the Health History Questionnaire, which would increase chance of injury and illness as a result of participation in an exercise program. By signing the consent form the client understands they are personally responsible for their actions while under the direction of the trainer. The client also

understands that they are waiving the responsibility of the trainer they should incur an injury as a result of their own negligence.

Client training may be filmed or pictures taken for marketing purposes. Participation in a session means the client consents to photography, filming and sound recording which may include the client and its use in commercial distribution without payment or copyright.

Controlling your personal information

You may choose to restrict the collection or use of your personal information in the following ways:

- whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes
- if you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us at info@rockcityfitness.com

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible. We will promptly correct any information found to be incorrect. To request a copy of the information disclosure provided by Rock City Fitness, please contact us via email to info@rockcityfitness.com, or by writing us at the following address:

Rock City Fitness, Inc.

393 Broadleaf Dr.

Rochester, MI 48306

Please allow 30 days for a response.