

Sisters in Motion, LLC Student Agreement

Welcome to Sisters in Motion, LLC. This Student Agreement ("Agreement") is being entered into by you, the student ("You," "Your," or "Student,") and Sisters in Motion, LLC, a company that is authorized to allow its certified S Factor Instructors to teach S Factor classes.

When You sign up for a Sisters in Motion, LLC class, Sisters in Motion is committing to provide You a specific time slot in a specific class with a teacher subject to the terms and conditions contained in this Agreement, thereby making this time slot unavailable to others. Please understand that prior to being admitted to any class or other Sisters in Motion, LLC activity, You must agree to the terms of this Agreement. These policies and the other terms are outlined herein, and are subject to change from time to time. Please read the complete Agreement carefully, and ensure that You understand the obligations You are undertaking before You sign this Agreement.

By signing this Agreement, You expressly agree that each and every term applies to all classes you attend at Sisters in Motion, LLC, located at 245 Columbus Ave., San Francisco, CA, 94133, without the need or requirement by You to sign additional Agreements. You will, however, be required to sign a new Membership Agreement (terms of which will be defined in said Membership Agreement) should You and Sisters in Motion, LLC agree to enter into such an Agreement in the future. Once a Membership Agreement is entered into, the terms and conditions of that Membership Agreement will supersede the terms and conditions as listed in any other agreement between You and Sisters in Motion, LLC.

Section 1: Policies

Memberships:

- By signing this Membership Agreement you agree to all terms, policies and conditions as defined herein.
- All Memberships will be paid for via Sisters in Motion, LLC's automated billing program which will store and protect Your credit card information, as given by You. You will be required to keep your on-file Credit Card information up to date.
- Should You choose an Open Access Membership, You will be charged a one-time fee of \$249. For as long as You remain a member of Sisters in Motion, LLC's Student Membership without interruption, You will not be charged this fee again and will continue to enjoy the benefits of Your Open Access Membership. Any break in Your Membership of more than 30 days, will deem Your Open Access benefits null and void and You will be subject to the Open Access one-time fee again should you choose to sign up for it.
- Any 6-month or 12-month Memberships that have not be renewed after their term expires, will automatically go to a month-to-month status and will continue to be billed monthly until cancellation is received in writing with 30 days notice. All terms and policies regarding Make-ups, Sign-outs, Classes and Fees will remain intact in case of a month-to-month Membership.
- S Factor is not responsible for providing the Membership, but rather Sisters in Motion, LLC is responsible for providing the Membership.

Journey Classes:

- By entering into this agreement, Sisters in Motion, LLC agrees to place You into a "Journey Class," which will be Your weekly "Home Class" as long as Your account with Sisters in Motions remains in good standing. For the remainder of the terms of Your Membership as defined above, Sisters in Motion, LLC will guarantee You a spot in the "Home Class," which You and Sisters in Motion agree upon. Should your account become delinquent of 30 or more days, You will lose Your spot in Your "Home Class" until payment is received to bring Your account up to date and in good standing per the billing cycle as defined in this agreement.
- All payments for 8-Week Sessions are non-refundable and non-transferable unless canceled more than Fourteen (14) days prior to start date.
- Classes may be canceled at Sisters in Motion, LLC's sole discretion, for any reason. In case of a class cancellation by Sisters in Motion, LLC, Sisters in Motion, LLC will credit any payment made for such canceled class to another comparably priced class.
- S Factor is not responsible for providing the classes, but rather Sisters in Motion, LLC is responsible for providing the classes.

Medical Exception:

Should You become injured or ill to the extent that participation in class is not advisable by Your physician, You may apply for a Medical Rollover of Your unused classes toward a future session to be used within one year, provided Your class has been paid in full. For Medical Rollovers, You must provide a written note from Your physician and You must sign out of class no later than 6 hours after such class was scheduled. Failure to notify S Factor within 6 hours after missing class will forfeit the possibility of a Medical Rollover. Any request for a Medical Rollover may be granted or denied at S Factor's sole discretion. A written release from your physician will be required to resume classes.

Single or Individual Classes:

- All Individual Classes must be paid in full at least 15 minutes before class in order to attend. Payments must be made by credit card, Rewards card or via Open Access, unless otherwise approved by Sisters in Motion, LLC.
- All payments for individual classes are non-refundable and non-transferable unless canceled more than seven (7) days prior to start date.
- Classes may be canceled at Sisters in Motion, LLC's sole discretion, for any reason. In case of a class cancellation by Sisters in Motion, LLC, Sisters in Motion, LLC will credit any payment made for such canceled class to another comparably priced class.
- S Factor is not responsible for providing the classes, but rather Sisters in Motion, LLC is responsible for providing the classes.

Private Lessons:

- Full payment is required to book a private lesson.
- Seventy-two (72) hours advance notice by You is required to reschedule Your private lesson. Any and all rescheduling will be at the sole discretion of Sisters in Motion, LLC and subject to availability.
- All payments for private lessons are non-refundable and non-transferable unless canceled more than Fourteen (14) days prior to the private lesson date.
- Private lessons may be canceled at Sisters in Motion, LLC's sole discretion for any reason. In case of a private lesson cancellation by Sisters in Motion, LLC, Sisters in Motion, LLC will credit any payment made for any such canceled private lesson to a new date for a private lesson subject to availability.
- S Factor is not responsible for providing the private lesson, but rather Sisters in Motion, LLC is responsible for providing the private lessons.

Private Parties:

- Fifty percent (50%) deposit is required to book a private party. The remaining fifty percent (50%) payment is required no later than seven (7) days prior to the private party date.
- Fourteen (14) days advanced written notice is required to cancel and receive a refund on your Fifty percent (50%) deposit. Any cancellation received less than fourteen (14) days before date of party will not be refunded.
- Seven (7) days advanced written notice is required to reschedule Your private party. Any and all rescheduling will be subject to studio availability.
- Private parties may be canceled at Sisters in Motion, LLC's sole discretion for any reason. In case of a private party cancellation by Sisters in Motion, LLC, Sisters in Motion, LLC will credit any payment made for any such canceled private party to a new date for a private party subject to availability.
- S Factor is not responsible for providing the private party, but rather Sisters in Motion, LLC is responsible for providing the private party.

Late Policy:

- There is a 10 minute grace period for late arrivals after which You will not be admitted into class. Any students not admitted into class due to late arrival will not be granted a make-up or a refund for the class.
- If You know you are going to be late to class, please text the studio at 415.440.6420, enter quietly upon arrival, and be mindful to not disrupt Your fellow students and instructor.

Signing Out Of Classes and Make-Ups:

- Students with Open Access will be able to sign out from their student profile. Students not signed up for Open Access will need to contact the studio directly to sign out of classes by calling 415.440.6420.
 - For Single or Individual classes, You will need to sign out more than 24 hours in advance to receive a credit toward a comparably priced class. Sign-outs for Single or Individual Classes less than 24 hours before the class start time are not eligible for a credit. As long as Your first attempt to sign out falls within the grace period, You are eligible to receive a class credit.
 - For Memberships without Open Access, please make sure You sign out of class at least 6 hours in advance of the start time of Your class in order to receive a Make-Up. If You do not sign out 6 or more hours before Your class, You will be counted as attended, even if You do not show up.
 - Any make-ups accumulated by students who do not have Open Access memberships will have 8 weeks to reschedule their make-up, otherwise the make-up will be null and void.
 - For Memberships with Open Access, please make sure You sign out of class at least 2 hours in advance of Your class start-time in order to allow another student to fill Your spot. As the Open Access membership allows students to take as many classes as they want provided class availability, it alleviates the needs for make-ups. The sign-out policy for Open Access memberships is an act of good-faith and thoughtfulness for Your fellow students.
 - There will be a \$20 "NO SHOW" fee applied to Your account if You do not sign out of class and do not show up for any class You are signed into.

Membership Cancellation Policy:

- 8-Week Memberships may not be canceled. 24 and 48-Week discounted Memberships may be canceled by providing written notice a minimum of 30 days prior to the beginning of the session you wish to exit.
- When cancelling a 24 or 48-Week membership, you will be charged the difference between the discount provided and the full session price for however many sessions you have already attended along with a \$199 cancellation fee.

Safety:

If You appear intoxicated or are otherwise disruptive to the conduct of a class, private lesson or private party, You may, at the sole discretion of Sisters in Motion, LLC, be asked not to participate, forfeiting any payments made by You for that class, private lesson or private party.

Arrival and Departure Times:

Please arrive a few minutes prior to Your class scheduled start time. You may depart at any time once the class has started, but You cannot make-up the class time should You choose to depart early.

Schedule Changes:

All class times and teachers are subject to change at Sisters in Motion, LLC's discretion.

Section 2: Confidentiality and Non-disclosure

By signing below, You acknowledge that all class content, including but not limited to teaching method, curriculum, discussions, written materials, movements, dance steps, routines, choreography and scenery (the "Proprietary Information") that are being taught by the instructors of Sisters in Motion, LLC, are the property of the curriculum department of Sheila Kelley S Factor and constitute confidential and proprietary business information and trade secrets, the unauthorized disclosure of which will irreparably harm Sheila Kelley S Factor. You further agree that in exchange for Sisters in Motion, LLC agreeing to have You as a student, You agree to keep the Proprietary Information confidential and that You will not disclose the Proprietary Information to anyone without the prior written consent of Sisters in Motion, LLC and Sheila Kelley S Factor. You further agree that You will not teach to any third party any of the Proprietary Information, and that You will refer any person wishing to learn any of the Proprietary Information to S Factor. You further expressly agree that You will not use the Proprietary Information for the purpose of soliciting any students or employees of Sisters in Motion, LLC, or Sheila Kelley S Factor, or to otherwise compete with either party.

Section 3: Release of All Claims, Hold Harmless and Indemnification Agreement

You hereby covenant and agree as follows:

A. You acknowledge that the activities undertaken in the class sessions, private lessons, parties and any other activity provided or facilitated by Sisters in Motion, LLC, involves stretching, strength training, dancing, pole tricks, pole dancing, and other movement, and the use of a temporary and moveable pole, chairs, and other items, that are hazardous and You recognize that Your participation in these and other activities at Sisters in Motion, LLC is strictly voluntary. You assume all responsibility and risk associated with any and all activity, program, course, or class that You participate in, and You assume all responsibility and liability of physical fitness and capability to perform any and all activity or effort related to and/or associated with the class activities performed by You or which You are involved in. The risks that You are agreeing to assume include the risk that an injury may be caused by: (a) Your use of any equipment, objects, exercise equipment or facilities, which may malfunction or break; (b) the improper maintenance of any equipment, objects, exercise equipment or facilities; (c) the negligent instruction or supervision by Sisters in Motion, LLC, its teachers, employees, independent contractors, agents, or representatives; and (d) You slipping and falling while on the premises. You acknowledge that you have carefully read this Waiver and Release and fully understand that it is a release of liability. You are waiving any right that you may have to bring a legal action to assert a claim against Sisters in Motion, LLC, its teachers, employees, independent contractors, agents, and representatives and against Sheila Kelley S Factor, its agents, representatives and affiliates.

B. You fully understand that You are engaging in physical exercise, and using equipment, objects, exercise equipment and facilities, and receiving training instructions by Sisters in Motion, LLC, which may cause injury to You. You hereby agree that You are voluntarily participating in physical exercise, the use of equipment, objects, exercise equipment and facilities and instruction by Sisters in Motion, LLC personnel, and that You are assuming all risks of injury to Yourself on account of these activities. It is further agreed that Sisters in Motion, LLC, and its employees, teachers, independent contractors, agents, and representatives will not perform any evaluation of Your physical condition and/or abilities, which might result in the identification of risk factors contradicting physical exercise, dance, or any movement or activity prior to You starting or continuing any activity at Sisters in Motion, LLC.

C. You hereby warrant, represent and agree that You have no physical disability, injury, impairment, or ailment preventing You from engaging in any Sisters in Motion, LLC activity, or that will be detrimental or harmful to Your health, safety, comfort, or physical condition, or that of others. You understand and agree that it is always advisable to consult a physician before undertaking a physical exercise program and You understand that it is Your responsibility to consult with a physician prior to and regarding Your participation in any activity at Sisters in Motion, LLC.

D. You, Your heirs and legal representatives, forever agree to hereby waive any and all claims or rights You might otherwise have against Sisters in Motion, LLC, and its employees, teachers, independent contractors, agents, and representatives and against Sheila Kelley S Factor, it's agents, representatives and affiliates for any injuries or claims.

E. You further agree to release Sisters in Motion, LLC, and its employees, teachers, independent contractors, agents, and representatives and against Sheila Kelley S Factor, its agents, representatives and affiliates from any liability for any loss or theft of personal property.

F. You agree to indemnify Sisters in Motion, LLC, and its employees, teachers, independent contractors, agents, and representatives and against Sheila Kelley S Factor, its agents, representatives and affiliates to the maximum extent allowed by law, for any cost, expense (including reasonable attorneys' fees and costs), and loss caused in any way by You.

G. You acknowledge that You are eighteen (18) years of age or older.

H. By signing below, You represent that You have carefully read this waiver and release and fully understand it is a release of any and all present and future claims against Sisters in Motion, LLC, and its employees, teachers, independent contractors, agents, and representatives and against Sheila Kelley S Factor, its agents, representatives and affiliates for injuries or risk of injury resulting from any activities while attending classes provided by Sisters in Motion, LLC.

Section 4: Arbitration of Disputes

You acknowledge and agree that the terms outlined herein are contractual. Any and all disputes or claims arising out of or in any way related to this Agreement, including without limitation, fraud in the inducement of this Agreement, or relating to the general validity or enforceability of this Agreement, as well as any claims arising out of Your participation in any activity, program, course or class provided by Sisters in Motion, LLC, shall be submitted to final and binding arbitration before an arbitrator of AAA in the City and County of San Francisco, California, in accordance with the rules of that arbitration service provider governing commercial disputes and in accordance with applicable rules of that arbitration service provider. The cost of the arbitration shall be split equally by all parties to the arbitration. The prevailing party shall be entitled to reasonable costs and attorneys' fees. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Section 5: Severability, Amendment, Third-Party Beneficiaries, Governing Law, Assignment, and Merger

If any provision of this Agreement is held to be unenforceable, each such unenforceable provision shall be excluded from this Agreement, and the balance of the agreement shall be interpreted as if each such unenforceable provision were excluded; provided, however, that if a provision is held unenforceable because it is excessively broad or unreasonable as to scope or subject, such provision shall continue to be enforced to the extent necessary to be reasonable under the circumstances and consistent with applicable law while reflecting as closely as possible the intent of the parties as expressed herein.

This Agreement may only be modified by a writing signed by an authorized representative of Sisters in Motion, LLC.

The parties hereto intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

This Agreement and all rights under this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective personal or legal representatives, executors, administrators, heirs, distributees, devisees, legatees, successors, assigns. The relevant Sisters in Motion, LLC entity with whom You have contracted may assign any or all of its rights and obligations under this Agreement to any of its related, parent, affiliated or subsidiary entities.

This Agreement constitutes the complete and exclusive statement of the terms and conditions between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to the subject of the Agreement.

You, the buyer, may cancel this agreement at any time prior to midnight of the fifth business day of the studio after the date of this agreement, excluding Sundays and holidays. To cancel this agreement, mail or deliver a signed and dated notice, which states that You, the buyer, are canceling this agreement, or words of similar effect. The notice shall be sent to:

Sisters in Motion, LLC, 291 Ramsell, San Francisco, CA 94132

There is additional time to cancel depending on how much money you will ultimately have to pay Sisters in Motion, LLC under this contract. If the total value of the contract is between \$1,500 and \$2,000, you have 20 days to cancel the contract. If the total amount of money due is between \$2,001 and \$2,500, you have 30 days to cancel. And if the total amount is equal to or greater than \$2,501 you have 45 days to cancel the contract.