

TERMS AND CONDITIONS OF USE

PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS OF USE, AS WELL AS OUR PRIVACY POLICY, BEFORE USING ANY WEBSITE, MOBILE APP, BLOG, ONLINE SERVICE, TEXT MESSAGING SERVICE (INCLUDING THE SMS PROGRAM), SOCIAL MEDIA WEBSITE OR APP CONTROLLED BY THE COMPANY (collectively, the "Services") (IN ADDITION TO ANY TERMS AND CONDITIONS OF SUCH SOCIAL MEDIA WEBSITES AND APPS). BY ACCESSING OR USING THE SERVICES, YOU ("USER") AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS OF USE. IF YOU DISAGREE WITH ANY OF THE FOLLOWING TERMS OR CONDITIONS, PLEASE DO NOT USE THE SERVICES

BEZZ TRAINING CLUB ("we," "us," "our," "the Company", "Bezz", or "Bezz Training Club) OWNS AND OPERATES THE SERVICES. WE RESERVE THE RIGHT TO CHANGE ANY TERMS OR CONDITIONS WITHOUT NOTICE, EFFECTIVE UPON THEIR POSTING. THE COMPANY OR ITS SERVICE PROVIDERS, PARENTS, AFFILIATES AND BUSINESS ASSOCIATES MAY IMPOSE LIMITS ON CERTAIN FEATURES AND SERVICES OR RESTRICT YOUR ACCESS TO PARTS OR ALL OF THE SERVICES WITHOUT NOTICE OR LIABILITY; THE COMPANY MAY ALSO TERMINATE YOUR USE OF THE SERVICES AT ANY TIME IN ITS SOLE DISCRETION.

THESE TERMS AND CONDITIONS OF USE INCLUDE AN ARBITRATION AGREEMENT, A LIMITATION OF LIABILITY, TEXT MESSAGING TERMS, AND OTHER IMPORTANT TERMS.

Use of Services; Ownership of Intellectual Property Rights

All text, photographs, images, illustrations, artwork, audio and video clips, design, software, graphic material, trademarks, service marks and trade names, and all intellectual property rights in and to such items (hereinafter "Content") constitute the sole and exclusive property of the Company or its subsidiaries, affiliates, licensors and content providers. The User is granted a personal, non-exclusive, non-assignable and non-transferable license to use the Content for non-commercial and personal, informational use only. The following acts are additionally prohibited without our prior written approval: copying of the Services or the Content or any portion, variations or derivatives thereof; reproduction, modification, creation of derivative works, display, performance, publication, distribution, dissemination, broadcast or circulation of any Content, in whole or in part (including without limitation, the display and distribution of the Content via a third-party application or Web site); and disassembling, decompiling, reverse engineering or otherwise modifying the Content.

Additional User Conduct Guidelines

The Company requests that the User not impede or inhibit any other User from using and enjoying the Services. Therefore, in using the Services, you agree not to: disrupt or interfere with the security of, or otherwise abuse, the Services, system resources, accounts, servers or networks connected to or accessible through the Services or affiliate linked websites/services; upload, post, or otherwise transmit through or on the Services any viruses or other harmful, disruptive or destructive files; use or attempt to use another's account, service or system, or link to another site, without authorization from us, or create or use a false identity on the Services; or transmit through or on the Services spam, chain letters, junk mail or other types of unsolicited mass e-mail to people or entities who have not agreed to be part of such mailings.

The Company reserves the right to remove any content that it believes, in its sole discretion is infringing, defamatory, illegal or offensive, or otherwise as may be permitted under the Digital Millennium

Copyright Act or other applicable law. Further, any unauthorized or prohibited use may additionally subject the offender to civil liability and criminal prosecution under applicable federal and state laws.

Disclaimers

USER EXPRESSLY AGREES THAT USE OF THE SERVICES IS AT USER'S SOLE RISK. NEITHER THE COMPANY, NOR ITS PARENTS, AFFILIATES, EMPLOYEES, AGENTS, SERVICE PROVIDERS, THIRD-PARTY INFORMATION PROVIDERS, LICENSORS OR THE LIKE, WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, OR AS TO THE ACCURACY, RELIABILITY, SECURITY OR CONTENT OF ANY INFORMATION OR SERVICE CONTAINED IN OR PROVIDED THROUGH THE SERVICES.

THE SERVICES, ALL CONTENT AND INFORMATION PROVIDED THEREIN, AND ALL DOWNLOADABLE SOFTWARE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND ALL SUCH WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXPRESSLY NEGATED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY THE COMPANY, ANY OF ITS PARENTS, AFFILIATES, EMPLOYEES, AGENTS OR ANY SERVICE PROVIDERS, THIRD-PARTY INFORMATION PROVIDERS, LICENSORS OR THE LIKE, SHALL CREATE A WARRANTY; NOR SHALL USER RELY ON ANY SUCH INFORMATION OR ADVICE. USER HEREBY ACKNOWLEDGES THAT THE COMPANY IS NOT RESPONSIBLE FOR ANY INTERCEPTED INFORMATION SENT VIA THE INTERNET, AND USER RELEASES THE COMPANY FROM ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THE USE OF INTERCEPTED INFORMATION IN ANY UNAUTHORIZED MANNER. WE MAY CHANGE OR DISCONTINUE ANY OR ALL OF THE SERVICES AT ANY TIME WITHOUT NOTICE OR LIABILITY TO YOU.

Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL THE COMPANY, ITS PARENTS, AFFILIATES, EMPLOYEES, AGENTS OR ANY THIRD-PARTY INFORMATION PROVIDER, SERVICE PROVIDER, LICENSOR, OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SERVICES, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, ECONOMIC, PUNITIVE, LOST PROFIT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES THAT RESULT FROM OR ARE RELATED TO THE USE OF OR INABILITY TO USE THE SERVICES; OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT OR DESTRUCTION.

Text Messaging

We offer a recurring SMS text messaging program (the "SMS Program"). By submitting your mobile phone number and opting in to receive text messages (e.g., by clicking a button or initialing when enrolling), you are consenting to receive text messages from us, including by automated means, for both non-marketing purposes related to service updates, your account, and membership (e.g., if your EFT/CC billing has declined), as well as for advertising and marketing purposes, including to receive a link to our mobile app allowing you to check-in to clubs and access services purchased, links to guest passes for friends and family, and information about promotions and special events offered by us and our business partners (any such text messages, "Texts").

When you consent to receive Texts when entering into an agreement with us for services (e.g., a membership agreement), your use of the SMS Program is subject to the terms of that agreement, which terms include, without limitation, an agreement to arbitrate. By consenting to receive Texts, you also accept, and agree to be bound by, these Terms and Conditions of Use and our Privacy Policy, as applicable.

Your consent to receive Texts is not a required condition of purchasing our services. You may also opt-out of receiving Texts at any time by replying to a Text with the words STOP, UNSUBSCRIBE, or OPT OUT. For support, reply to a Text with the word HELP. Message and data rates may apply, depending on your text plan and carrier. Consult your wireless service provider for information about your pricing plan. Carriers do not guarantee that alerts will be delivered and will not be liable for delayed or undelivered messages.

If we collect any information in connection with the SMS Program, that will be disclosed and used in accordance with our Privacy Policy, as applicable.

This Applies to Apps, Too

All of these Terms and Conditions of Use apply to our apps, too. Use of our apps is also at your own risk. They are provided as a service to our members and guests without charge, and we disclaim any and all responsibility for them. We do not screen our users, so please use good judgment and common sense in deciding whom to meet or trust with your personal information. We do not provide contact details to other members through any of our apps and instead route all messages through us. If at any time you wish to stop receiving messages from another member through one of our apps, you can just "block" them. You can also report threats, abuse or any other inappropriate conduct by contacting info@bezztrainingclub.com.

Arbitration

IF FOR ANY REASON YOU ARE NOT BOUND BY AN AGREEMENT TO ARBITRATE SET FORTH IN A WRITTEN AGREEMENT WITH US (E.G., IN A MEMBERSHIP AGREEMENT), THEN, IN THE EVENT OF ANY DISPUTE (OTHER THAN ONE FILED IN A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS) BETWEEN YOU AND THE COMPANY OR ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, YOU CONSENT TO ARBITRATE THAT DISPUTE BEFORE A SINGLE ARBITRATOR UNDER THE THEN CURRENT RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN A LOCATION NEAR YOUR CLUB RATHER THAN LITIGATE THE DISPUTE IN COURT (OR, IF YOU ARE NOT A MEMBER, AT A LOCATION REASONABLY CONVENIENT TO BOTH PARTIES WITH DUE CONSIDERATION OF THEIR ABILITY TO TRAVEL AND OTHER PERTINENT CIRCUMSTANCES, OR AT A LOCATION DETERMINED BY THE ARBITRATOR IF THE PARTIES ARE UNABLE TO AGREE ON A LOCATION). YOU ALSO AGREE THAT THE FEDERAL ARBITRATION ACT GOVERNS THE ARBITRABILITY OF ALL DISPUTES BETWEEN YOU AND THE COMPANY. IF YOU DO NOT WANT TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY US IN WRITING, BY MAIL TO US AT CHIEF PRIVACY OFFICER, BEZZ TRAINING CLUB, 6033 North Sheridan Road CW03S, Chicago, IL 60660, WITHIN 30 DAYS OF THE DATE YOU FIRST USE ANY OF THE SERVICES, STATING THAT YOU DO NOT WANT TO RESOLVE DISPUTES WITH THE COMPANY BY ARBITRATION. IN ADDITION, YOU AGREE NOT TO PARTICIPATE IN A CLASS ACTION, A CLASS-WIDE ARBITRATION, CLAIMS BROUGHT IN A REPRESENTATIVE CAPACITY, OR CONSOLIDATED CLAIMS INVOLVING ANOTHER PERSON'S ACCOUNT, IF THE COMPANY IS A PARTY TO THE PROCEEDING. THE ARBITRATOR SHALL INTERPRET AND DETERMINE THE VALIDITY OF THIS ARBITRATION PROVISION, INCLUDING UNCONSCIONABILITY. IF THE ARBITRATOR FINDS THAT THIS ARBITRATION AGREEMENT, INCLUDING CLASS WAIVER, IS UNENFORCEABLE, IN WHOLE OR PART, THE

ENTIRE ARBITRATION PROVISION SHALL BE NULL AND VOID AND EITHER PARTY MAY FILE THE ACTION IN COURT.

Indemnification

The User agrees to indemnify, defend and hold harmless, the Company, its parents, affiliates, employees, agents, third-party information providers, service providers, licensors and the like and their respective officers, directors, employees, agents, licensors, representatives, and third-party providers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms and Conditions of Use by the User. The Company reserves the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by User, in which event User will fully cooperate with us in asserting any available defenses.

Third-Party Links and Sites

The Services may contain links to other Internet sites, resources and/or sponsors of the Services. We do not verify, warrant, endorse, or take responsibility for the availability, accuracy, completeness or quality of the content contained in these outside sites or resources. Providing links to outside sites does not constitute our approval of the content, policies or practices of those other sites. Be sure to review the terms of use and privacy policies posted on the outside sites or resources after utilizing them.

In order to identify third-party sites or resources, the Services may make use of third-party trademarks, images or branding. Usage of these items does not imply endorsement or certification by the third party. Logos and trademarks displayed within the Services are the property of their respective owners and are used in accordance with existing agreements between us and the third party or by usage guidelines and policies set forth by the third party.

Opt Out of Receiving Further Web Based Marketing

You can choose to be removed from our web-generated marketing lists at any time. Each unsolicited commercial email includes instructions for opting out of further e-mail marketing communications. In addition, you can opt out of our marketing e-mail or print mail by sending an e-mail with "remove" in the subject line to info@bezztrainingclub.com. To opt out by mail, please send your name, company, e-mail address and physical mailing address with "remove" in the subject line to Chief Privacy Officer, Bezz Training Club, 6033 North Sheridan Road CW03S, Chicago, IL 60660

Changes to the Terms and Conditions of Use or Privacy Policies

If there are updates to the terms of our Privacy Policy or these Terms and Conditions of Use, we will post those changes and update the revision date on the applicable document so Users will always know what information we collect online, how we use it, and what choices the User has. We will not apply changes to how personally identifiable information is used or disclosed to information already collected absent consent, except as permitted by applicable law.

Other

These Terms and Conditions of Use shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois and the federal laws of the United States of America. Users agree to submit to the personal and exclusive jurisdiction of the state or federal courts located within the State of Illinois for any disputes arising from or related to the Services or these Terms and Conditions of Use.

These Terms and Conditions of Use are not intended to alter the terms or conditions of any other agreement you may have with the Company or its affiliates, parents, service providers or business associates to the extent that those agreements govern issues other than your use of the Services. Should any provision in these Terms and Conditions of Use be found invalid or unenforceable for any reason, that provision shall be deemed severable from the terms and shall not affect validity or enforceability of the remaining provisions. These Terms and Conditions of Use may not be altered by action, inaction or course of dealing between the parties. These Terms and Conditions of Use may only be altered by (a) prior written mutual agreement between us and a User; or (b) the Company posting revisions to these Terms and Conditions of Use. Failure by the Company to object to a User's behavior, conduct or action does not constitute a consent, ratification or waiver of objection. If you have signed an agreement with us (e.g., a membership agreement), and if there is a conflict between these Terms and Conditions of Use and that agreement, then the terms and conditions of the membership agreement shall control.

Questions

If you have any questions or concerns about our Terms and Conditions of Use, please write to us at:

Attn: Legal Department
Bezz Training Club
6033 North Sheridan Road CW03S
Chicago, IL 60660

These Terms and Conditions of Use were last updated on May 1, 2023.