



Virtual Personal Training – Waiver, Terms and Conditions

By registering for a Virtual Personal Training account, and/or purchasing and/or participating in a Virtual Personal Training Session (the “Session”) with Blink Fitness (“VPT Services” or “Services”), I, the Participant and/or Buyer, hereby acknowledge and agree to this Virtual Personal Training – Waiver, Terms and Conditions (the “Waiver and Terms” or “Terms”) and Incorporated Agreements (defined below). I acknowledge that the Session is being conducted off or outside Blink’s premises and involves strength, flexibility, aerobic, cardio, and other exercises, including the use of equipment, all of which can be potentially hazardous activities. I understand that these premises and some or all of the equipment may be maintained by a third party and Blink makes no representation as to the condition of said premises or equipment.

I am voluntarily agreeing to participate in the Services and/or Session, and I hereby agree to expressly assume and accept any and all risks of injury, disease, illness, infection, or physical harm, as further set forth herein.

I represent and acknowledge that I have read and understand this Waiver and Terms. I agree to abide by the terms set forth in this Waiver and Terms, and all the rules, regulations, and schedules of Blink, whether set forth herein, posted at a Blink facility, issued orally by Blink staff, or included within the Incorporated Agreements, and which may be amended from time to time at Blink’s sole discretion, including any new Gym Rules in response to COVID-19. Certain portions of this Waiver and Terms shall not apply where prohibited by law. The invalidity, in whole or in part, of any portion of the paragraphs herein will not affect the remainder of these Terms.

I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident, and/or illness during the Session.

BY REGISTERING AN ACCOUNT, PURCHASING AND/OR PARTICIPATING A SESSION, OR OTHERWISE ACCESSING OR USING THE SERVICE, I ACKNOWLEDGE AND AGREE THAT I HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS WAIVER AND TERMS AND THE INCORPORATED AGREEMENTS, AS MAY AMENDED BY BLINK IN ITS DISCRETION. IF PARTICIPANT/BUYER DOES NOT AGREE TO THESE TERMS, THEN THEY SHOULD NOT USE THE SERVICE.

Effective Date: September 1, 2020

TERMS AND CONDITIONS

1. **SESSIONS:** The non-recurring Virtual Personal Training Sessions are sold at the price indicated on the website at the time of purchase. Sessions are not refundable, but do not expire. The registration of an Account (defined below) or purchase of a Session does not provide or grant in-gym access, nor does it grant any type of membership to Blink. Virtual Personal Training Sessions cannot be used or redeemed in-gym. Standard Personal Training memberships for in-gym sessions cannot be redeemed for Virtual Personal Training Sessions.

Sessions may be cancelled up to twelve (12) hours prior to the Session, and the credit for the value of the cancelled Session will be placed in Participant’s account, which can be applied for another Virtual Session. In the event Participant cancels any Session twelve (12) hours or less from the scheduled Session, no credit or refund shall be issued. For more information on cancellations, please see the FAQs.

The Participant’s Account (defined below) and Sessions are not transferable by Participant and/or Buyer.

See Blink’s FAQs for more information and support at: <https://blinkfitness.zendesk.com/hc/en-us>.

2. **TECHNICAL REQUIREMENTS, MOBILE DEVICES:** The Service may be accessible via a mobile phone, tablet, computer, laptop, or other wireless device. To participate in a Session, Participants must have

access to WiFi or cellular service, via their device with a functioning microphone, camera, and speakers. Blink is not responsible for a Participant's faulty or interrupted internet connection, difficulty with settings, or any other such technical issues caused or encountered by Participant. Should Participant choose to access the Services or take a Session via their mobile device, Participant's mobile carrier's normal messaging, data, and other rates and fees will apply to use of the Services. In addition, using certain Services may be prohibited or restricted by Participant's mobile carrier, and not all Services may work with all carriers or devices. Therefore, Participant is solely responsible for checking with their mobile carrier to determine if the Services are available for Participant's mobile device(s), what restrictions, if any, may be applicable to use of the Services, and any associated costs.

3. **PERSONAL TRAINERS:** Blink reserves the right to add, remove, or substitute any of its personal trainers on the Service, at any time or for any Session, in its sole discretion, without notice to Participant.
4. **ACCOUNT:** In order to enjoy the benefits of the Service and purchase or participate in Sessions, Participant must register a Virtual Personal Training account with Blink (an "Account") and log into their account using the unique credentials entered at registration. Participant agrees to provide true, accurate, and current information when creating an Account, and Participant is responsible for updating their account information as needed to ensure it remains current. Participant is responsible for the security of Participant's Account and is fully responsible for all activities that occur through the use of Participant's credentials. Participant may not share the credentials for Participant's Account with any third party. Participant agrees to notify Blink if Participant suspects or knows of any unauthorized use of their login credentials or any other breach of security with respect to Participant's Account. Notwithstanding anything to the contrary in this Waiver and Terms, Blink Fitness reserves the right to deny the creation of, suspend access to, or terminate any account(s), or to remove or modify Sessions, features, functionalities and/or services available to account holders, at any time in its sole discretion and without notice or liability to Participant or Buyer.
5. **PARTICIPANT INFORMATION:** By agreeing to this Waiver and Terms, Participant and/or Buyer expressly consents to the collection, use, and disclosure of their personal information by Blink, its affiliates, and service providers acting on its and their behalf. Information collected may include contact information, demographic information, credit card and other payment information, and information on usage and interactions with Blink and its clubs and services, including information regarding health, physical condition, nutrition, fitness goals, and workout results. Participant/Buyer information may be used to: administer membership and communicate regarding Participant's account, updates and operational information; provide Blink's products and services and otherwise satisfy its business purposes and needs, including delivering a more relevant and curated experience; communicate special offers and information about products, services and offerings of Blink and/or its affiliates, subject to Participant's exercise of any opt-out choice that may be required by law; and this information may be combined with other information collected during their relationship with Blink, including through its websites or apps. Depending on the nature of the communication, Blink may contact Participant/Buyer by mail, email, telephone, text or other means, automated or otherwise. Participant/Buyer information may be disclosed to third parties as needed to administrate membership and operate Blink's business, including for compliance, legal, and protection purposes and other purposes for which we have informed Participant from time to time. Blink may share aggregated data with third parties that may include Participant/Buyer information such as demographics but does not identify them. Blink considers Participant/Buyer information to be a valuable asset of the business, which would be transferred as part of any sale of the business or other corporate transaction. Participant/Buyer information may be stored and processed in centralized databases maintained by or on behalf of Blink, which may be located in other states or countries with different laws regarding personal data.
6. **THIRD PARTY SERVICE PROVIDER:** Participant and/or Buyer acknowledges that Blink uses a third party service provider, FlexIt Inc. ("FlexIt"), as its authorized partner to administer and provide certain services on behalf of Blink in connection with the Service and Sessions, and that, as set forth herein, Participant and/or Buyer personal information may be collected by and/or shared with FlexIt in order to provide and support Blink's offering of the Service. Participant and/or Buyer understands that they may be contacted by FlexIt, on Blink's behalf, regarding the Service, the Sessions, for technical support, or in response to consumer support requests.
7. **TERM AND TERMINATION:** As between Participant/Buyer and Blink Fitness, the term of this Waiver and

Terms commences as of Participant's Account registration and continues until the termination of this Waiver and Terms by either Participant/Buyer or Blink Fitness. Participant may terminate these Terms by deleting their Account and terminating all other uses of the Service. Blink Fitness reserves the right, in its sole discretion, to restrict, suspend, or terminate this Waiver and Terms and Participant's access to all or any part of the Service at any time without prior notice or liability if Participant and/or Buyer breaches any provision of these Terms. Blink may further terminate this Waiver and Terms for any other reason, without notice to Participant/Buyer.

8. **PARTICIPANT'S HEALTH WARRANTY:** Participant and/or Buyer represent that Participant is in good health and has no disability, impairment, injury, illness, disease (including an infectious disease) or ailment preventing Participant from engaging in active or passive exercise or which would cause increased risk of injury or adverse health consequences to Participant or employees or other participants as a result of use of the Sessions in any manner. Blink encourages Participant to see their doctor on a regular basis and seek their advice prior to engaging in any new or modified fitness or nutrition regimen or if Participant has any questions or concerns regarding their health and fitness regimen or the diagnosis of any medical condition.

9. **WAIVER AND RELEASE OF LIABILITY:** IN CONSIDERATION OF THE SERVICES AND PRIVILEGES PROVIDED TO YOU, PARTICIPANT/BUYER, HEREUNDER, AND ON BEHALF OF YOUR HEIRS, BENEFICIARIES, DISTRIBUTEES, LEGAL REPRESENTATIVES, SUCCESSORS, ASSIGNS AND GUESTS, YOU HEREBY VOLUNTARILY AND KNOWINGLY, FOREVER WAIVE, RELEASE, COVENANT NOT TO SUE, DISCHARGE AND HOLD HARMLESS BLINK, ITS PARENTS, SUBSIDIARIES, AND OTHER AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "BLINK PARTIES") FROM, AND SUCH BLINK PARTIES WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR, ANY LOSSES OR DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY, INCLUDING WITHOUT LIMITATION FOR ANY PROPERTY LOSS OR DAMAGE, LOSS OF EARNINGS OR EARNING CAPACITY, PERSONAL INJURY, ILLNESS, DISEASE (INCLUDING AN INFECTIOUS DISEASE), INFECTION, IMPAIRMENT, PHYSICAL PAIN, MENTAL ANGUISH, PARALYSIS, HEART ATTACK OR DEATH, ARISING OUT OF, IN CONNECTION WITH OR RELATED TO THESE TERMS, YOUR MEMBERSHIP (IF APPLICABLE), THE USE OR NON-USE OF ANY SERVICE, PRODUCT, OR EQUIPMENT PROVIDED OR OFFERED HEREUNDER, WHETHER RELATED TO EXERCISE OR NOT AND REGARDLESS OF LEGAL THEORY OR WHETHER ARISING IN OR BY STATUTE, TORT, CONTRACT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, INCLUDING THOSE LOSSES OR DAMAGES RESULTING FROM OR CAUSED BY, IN WHOLE OR IN PART, THE NEGLIGENCE OF ANY BLINK PARTY AND REGARDLESS OF WHETHER SUCH LOSSES OR DAMAGES ARE KNOWN OR UNKNOWN TO YOU OR ANY OTHER PERSON; PROVIDED THAT THE FOREGOING RELEASE AND WAIVER OF LIABILITY SHALL NOT APPLY TO ANY LOSSES OR DAMAGES TO THE EXTENT CAUSED BY OR RESULTING FROM THE WILLFUL OR WANTON MISCONDUCT OF ANY BLINK PARTY OR TO THE EXTENT PROHIBITED BY LAW. NONETHELESS, THIS RELEASE IS INTENDED BY BOTH PARTIES TO BE AS BROAD IN EFFECT AS ALLOWED BY LAW AND SHALL COVER OR INCLUDE ANY CLAIM OR DEMAND YOU HAVE, HAD, OR EVER WILL HAVE.

10. **PARTICIPANT'S COVENANTS OF DUE CARE:** By agreeing to these Terms and participating in the Service and/or Sessions, Participant and/or Buyer is acknowledging that by participating in the activities and exercises Participant may engage in, including without limitation when using equipment or machines, participating in any personal training session or class or otherwise engaging in strength, flexibility, aerobic, cardio, or other exercises, may be physically strenuous and potentially hazardous activities and involve risks and danger inherent in engaging in such activities and exercises. Specific risks vary from one activity to another, and range from minor injuries to major injuries, including disease and death. In consideration of the services and privileges provided to Participant hereunder and on behalf of Participant's heirs, beneficiaries, distributees, legal representatives, successors, assigns and guests, Participant hereby voluntarily and knowingly acknowledges and assumes all risks associated with Participant's failure to use reasonable care when using any equipment, any Blink club or equipment, and/or Participant's engagement in Sessions or their use of any equipment, or any Blink club or equipment, other than for its intended purpose, and Participant hereby agrees to indemnify, defend, and

hold harmless the Blink Parties from any and all liability, damages, losses, suits, demands, causes of action or other claims of any nature whatsoever, including without limitation any property damage, personal injury, injury to others or death, to the extent any of the foregoing arise out of or relate in any way to Participant's negligence, intentional acts, and/or failure to exercise reasonable care when accessing and using any equipment, participating in the Sessions, or accessing or using any Blink facility or equipment. Further, Participant acknowledges that Blink does not manufacture the fitness and other equipment and machines provided in its clubs or that Participant may use during the Session and agrees that Blink is providing recreational services and may not be held liable for defective products.

11. **ELIGIBILITY:** Virtual Personal Training Sessions are intended for use by adults aged 18 years and older who reside in the United States, or those adults outside of the United States who, by using the Services, agree to use the Services in accordance with United States laws, these Terms, and the Incorporated Agreements. If you choose to access the Services from locations outside of the United States, you do so on your own initiative and at your own risk. By using or attempting to use the Services, you are representing to Blink Fitness that you meet the foregoing eligibility requirements and have the legal capacity to enter into and be bound by these Terms and Incorporated Agreements.
12. **USER MATERIAL:** The Service may have features which allow Participant to comment on, engage in discussions or otherwise upload, submit or post content, information, graphics, videos, images or links to the Service (collectively, "User Material"). User Material is subject to these Terms and the Incorporated Agreements. Participant hereby agrees not to upload, submit, or post any User Material that (a) is abusive, illegal, defamatory, indecent, obscene, offensive or threatening in any way; (b) is unrelated to the Service or Sessions; (c) violates anyone's copyright, trademark or other proprietary right; (d) interferes with the privacy of another user; (d) contains a virus or any other harmful components; (e) contains false or misleading statements; or (f) gives rise to any liability or violates any applicable local, state, federal or international law or regulation. When uploading, submitting and/or posting User Material, it's Participant's responsibility to ensure that Participant has all the necessary legal rights to upload, submit, or post Participant's User Material. Blink Fitness is under no obligation to separately review any User Material to check that Participant has the right to carry out such activities. Blink may remove User Material if it breaches these Terms or is otherwise illegal or infringing any third party's rights.
13. **INDEPENDENT CONTRACTORS:** From time to time Blink may make available the services of independent contractors. We do not warrant or guarantee the quality of these services and do not guarantee that these services will remain available to Participants for any period of time, and hereby disclaim all liability arising out of such services.
14. **ENTIRE AGREEMENT:** Except for (a) the rules, regulations, and schedules posted at a Blink facility, issued orally by Blink from time to time at its discretion, or posted on Blink's website (available at <https://blinkfitness.com>, which Blink may modify from time to time at its discretion), (b) Blink's Privacy Policy (available at <https://www.blinkfitness.com/privacy>, which Blink may modify from time to time at its discretion), (c) Blink's Website Terms of Use (available at <https://www.blinkfitness.com/terms>, which Blink may modify from time to time at its discretion), and (d) to the extent applicable, a Participant's Membership Agreement and/or Personal Training Membership Agreement, all of which are incorporated by reference to into these Terms (collectively, the "Incorporated Agreements"), this Waiver and Terms constitutes the entire agreement between the parties relating to the subject matter hereto and supersedes any oral or other written understanding except for the Incorporated Agreements. In the event of a conflict between the terms of this Waiver and Terms and the terms of the Incorporated Agreements, the terms of this Waiver and Terms supersede and control. These Terms and those incorporated herein by reference may only be modified in writing executed by a duly authorized representative of the Blink Corporate office. Blink employees are not authorized to make any independent agreements with Participant and/or Buyer.