

TERMS OF SERVICE

Please read these Terms and Conditions carefully, as they contain important information regarding your legal rights, remedies, and obligations, and in using this website, you are deemed to have read and agreed to the following Terms and Conditions.

The REV Cycle website allows users to receive information about REV Cycle, as well as book classes, cancel, and pay for services and products offered at REV Cycle facilities.

BOOKING POLICY

To book a class at REV Cycle, you must have a valid class credit or membership to reserve a bike. To buy an individual class credit or membership, you can either sign up on www.revuup.com by using your email and creating a password or if you are already registered, click login to buy a class credit or membership and make your reservation.

You **MUST SIGN IN** next to your name upon arrival. If you do not sign in, we may release your bike to another guest 3 minutes before the start of class. **DO NOT ASSUME THE FRONT DESK STAFF KNOWS YOU ARE IN ATTENDANCE.** Additionally, signing in for other clients is prohibited.

CANCELLATION POLICIES

To cancel a REV Cycle class you reserved using a class credit, you may do so without penalty by canceling online or via a mobile device **NO LATER THAN 7:00 PM** the evening before your scheduled class. If your bike is canceled by this time, your class credit will be returned to your account. If you cancel your bike after 7:00 PM the evening before your class, the class will be forfeited.

To cancel a REV Cycle class you reserved using an unlimited membership, you may do so without penalty by canceling online or via a mobile device **NO LATER THAN 7:00 PM** the evening before your scheduled class. If you cancel your bike after 7:00 PM the evening before your class, you will be charged a \$15 late cancel fee.

Cancellations via electronic mail (email), Facebook Messenger, Instagram, or text message will not be taken, and you will be charged.

NO-SHOW POLICIES

Should you no-show to a REV Cycle class you reserved using a class credit, the class will be forfeited.

Should you no-show to a REV Cycle class you reserved using an unlimited membership, you will be charged a \$15 no-show fee.

Please be aware that we release bikes EXACTLY three minutes before the start of class to those on the waitlist. If you are running late, please call the studio and speak with a front desk staff member to ensure we hold your bike.

WAITLIST POLICY

If you book multiple classes or waitlist multiple classes, you are solely responsible for canceling your classes within the bounds of the cancellation policy. REV Cycle staff cannot be held responsible for accidental bookings by clients or double bookings or double waitlisted classes made by clients. Late cancel and no-show fees apply if you do not cancel within the bounds of the cancellation policy for double bookings.

The system will auto-populate clients into class from the waitlist as other clients with confirmed spots cancel up until the 7 PM cancellation window. After 7 PM, all classes will be frozen for the following day and the system will no longer auto-populate waitlisted clients into a class.

REV Cycle staff will add walk-in, waitlisted clients in the order in which they were added to the waitlist by the computer system, top to bottom, and EXACTLY 3 minutes before the start of class. There is no waitlist priority given for early arrival.

RETAIL RETURN AND EXCHANGE POLICY

All retail returns and exchanges must be returned or exchanged 7 days from the date of purchase. Clothing must be in original condition, unworn and unwashed with ALL original tags attached. Clothing with marks from makeup or deodorant will not be taken back. REV Cycle staff has sole discretion in authorizing returns and exchanges.

AUTO-DEBITED CONTRACTS & UNLIMITED MEMBERSHIPS

The following terms and conditions apply if you are enrolled in an unlimited auto-debit contract:

I, the Client, authorize REV Cycle Holdings LLC DBA REV Cycle to, on a recurring basis, automatically charge the debit or credit card account I specified, for monthly payments due on my unlimited auto-debit plan associated with my account.

I understand that REV Cycle will initiate transfers/charges pursuant to this authorization not to exceed the amount shown on my auto debit contract and/or in connection with cancellation fees according to the REV Cycle cancellation policy. REV Cycle will initiate charges each month on the date my contract is set to renew.

REV Cycle may discontinue processing of recurring charges if the Company is unable to secure funds from my debit or credit card I have authorized due to, but not limited to, insufficient or uncollected funds in the account or insufficient or inaccurate information I provided.

CANCELLING: You may cancel any REV Cycle unlimited membership without penalty for the following reasons: relocation or medical. If you'd like to cancel your REV Cycle unlimited membership prior to the 3-month commitment being satisfied, you'll be charged a \$250 cancellation fee.

RELOCATION: If you relocate more than 25 miles away from any REV Cycle, you may cancel your membership with proof of relocation, such as a utility bill, lease or deed to a house, or a letter from your human resources department stating you have been relocated to another region.

MEDICAL: If your doctor finds you medically unable to workout, we will just need a letter from your physician. They do NOT need to give us specifics, just their medical opinion that you are unable to work out for at least 3 months. You may deliver this note in-person to your studio's manager or via email to your specific studio. Please include your most recent contact information in case we need to follow up with you.

By continuing to use our services, you agree to the statements above regarding auto-debited contracts and unlimited memberships.

WHAT TO EXPECT IN CLASSES AT REV CYCLE

REV Cycle conducts high intensity, choreographed, cardio classes on a stationary bicycle. Please be aware that temperatures may reach 78° in certain classes. Music will be played which may contain explicit language. If you are sensitive to heat or explicit music, please check with our front desk staff to find the right instructor to meet your needs. Be aware that riding an indoor stationary bike with little to no resistance can be harmful and result in injury. **Please keep one to two full turns of resistance on the bike at all times.** For further information or questions, please consult a front desk team member or the instructor teaching the class.

Additionally, we ask that you remove your indoor cycling shoes and walk with caution in REV Cycle facilities. They are not made to walk in and can easily break or cause you to slip if not careful.

COOKIES

A cookie is a small text file that is sent to your browser from a website and stored on your computer's hard drive. Cookies cannot read data from your hard disk or read cookie files that were created by other sites. This website uses cookies to obtain certain types of information, such as your username and password, to customize content areas or to analyze site activity and user behavior. REV Cycle reserves the right to use cookies in the future in conjunction with new content or expanded functionality.

PRIVACY STATEMENT

We at REV Cycle are committed to protecting your privacy. This privacy policy outlines the type of information we receive and collect when you use the features on our website as well as some of the steps that we take to safeguard the information. Please read this privacy

policy before using this site or submitting your personal information. By using this site, you are accepting the practices described in this privacy policy. **We do not sell your information to anyone.**

COLLECTION OF INFORMATION

We collect personally identifiable information, such as names, phone numbers, postal addresses, email addresses, credit card information and etcetera when it is voluntarily submitted by our members and/or visitors. If you use this website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept sole responsibility for all activities that occur under your account or password.

Registration of minors (ages 12-18) must be completed in person at one of our studios with a parent or legal guardian present. If we learn any personal information has been submitted to the website from a child under the age of 14, we will delete that information as quickly as reasonably possible. REV Cycle does not seek or share personal information from minors through this website.

Your personally identifiable information is kept secure. Only authorized employees, agents, and contractors who have agreed to keep information secure and confidential have access to this information. All emails, phone calls, mobile text messages, and newsletters from this site allow you to opt out of future marketing communication. We use industry-standard efforts to safeguard the confidentiality of your personal information, including the use of firewalls and secure sockets layer software where appropriate. **We do not sell your information to anyone.**

REV Cycle reserves the right to refuse, terminate accounts, remove or edit content, or cancel orders at their sole discretion.

WAIVER AND RELEASE

When you visit REV Cycle or send emails to us, you are communicating with us electronically, and therefore consent to receive communications from us electronically. We will communicate with you by email or by posting notices on this website. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

By signing up for and/or attending REV Cycle classes, activities and other programs, and using REV Cycle's premises, facilities, and equipment (collectively, Classes and Facilities), you hereby agree that there are certain inherent risks and dangers in indoor cycling and exercise and in using indoor cycling and exercise equipment in association with the Classes and Facilities. Please be aware that riding an indoor cycle with little to no resistance can be harmful and result in injury. Please keep one to two full turns of resistance on the bike at all times. In consideration of being allowed to participate in and access the Classes and Facilities provided by REV Cycle, in addition to the payment of any fee or charge, you hereby (1) agree to assume full responsibility for any and all injuries or damage which are sustained or aggravated by you in relation to the Classes and Facilities, (2) waive, release

and forever discharge REV Cycle, its officers, agents, members, employees, representatives, and all others from any and all responsibility, claims, rights, causes of action and/or liability from injuries or damages to your person or property resulting from your participation in and use of the Classes and Facilities, and (3) represent you have no medical or physical condition which would prevent you from attending and/or using any of REV Cycle's Classes and Facilities and/or put you in any physical or medical danger, and have not been instructed by a physician not to do so. In addition, if in the opinion of REV Cycle staff, you would be at physical risk using REV Cycle's Classes and Facilities, you will be denied access to REV Cycle and its classes and facilities until you furnish REV Cycle with an opinion letter from your medical doctor, at your sole cost and expense, specifically addressing REV Cycle's concerns, and stating that REV Cycle's concerns are unfounded.

REV Cycle may photograph and record you. They may publish and distribute these photographs and recordings in connection with your participation in REV Cycle activities and your attendance at REV Cycle facilities. By acknowledging these terms, you agree and consent that REV Cycle may display these photographs and recordings through our website and social media channels.

INTELLECTUAL PROPERTY RIGHTS

"REV Cycle Studio", "REV Cycle", "REV" and the logo and other graphics, designs, page headers, button icons, scripts are service marks, trademarks, and/or trade dress of REV Cycle Holdings DBA REV Cycle and may not be used by you for any other reason other than as expressly permitted by these terms. You have the right to view, electronically copy, and print in hard copy portions of this Website for the sole purpose of making class reservations or other personal use. Any other use of the materials on this Website without the prior written permission of REV Cycle Holdings LLC DBA REV Cycle is strictly prohibited.

DISCLAIMERS

In no event shall REV Cycle Holdings LLC dba REV Cycle, its officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (1) errors, mistakes, or inaccuracies of content, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our website, (3) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (4) any interruption or cessation of transmission to or from our website, (5) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through our site by any third party and/or (6) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the REV Cycle website, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

You specifically acknowledge that REV Cycle shall not be liable for user submissions or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

REV Cycle Holdings LLC DBA REV Cycle may revise these terms and conditions by updating this posting. By using this Website, you agree to be bound by any such revisions and should therefore periodically visit this page to determine the then current Terms and Conditions to which you are bound.

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