ADDITIONAL ACADEMY POLICIES & PROCEDURES

Adult/Teen/Kid Membership Agreement

Updated (November 18, 2024)

Refer to the Table of Contents for specific chapters.

Contact Us Info@10ptorrance.com (424) 999-0787 (424) 999-9890

STUDENT ENROLLMENT AGREEMENT

- 1. MONTH TO MONTH
- 2. ONE YEAR COMMITMENT
- 3. PREPAID

STUDENT ENROLLMENT AGREEMENT - MONTH TO MONTH

Effective from the date of enrollment, this Student Enrollment Agreement (the "Agreement") is entered into by and between the Buyer and the School, and adheres to the terms and conditions specified below. Any Exhibit(s) to this Student Enrollment Agreement, if any, are considered to be a part of this agreement.

The Buyer and Participant of 10th Planet Jiu Jitsu: Dark Arts and 10th Planet Jiu Jitsu: Torrance understand that the monthly tuition fee provides access to the gym. The Buyer understands that their membership will be charged on the 1st of every month or on the date of registration, whichever is applicable. This tuition fee will continue to be charged monthly until the Buyer or Participant cancels their membership.

It is the responsibility of the Buyer to take action to cancel their membership when they wish to terminate it. If the Buyer has committed to a one-year term, different terms may apply. To cancel the membership, the Buyer must review their specific membership agreement for the detailed terms.

STUDENT ENROLLMENT AGREEMENT - ONE-YEAR COMMITMENT

This Student Enrollment Agreement (the "Agreement") is between the Buyer and the School and is effective from the date of enrollment. The Agreement adheres to the terms and conditions mentioned below and any Exhibit(s) attached to this Agreement are considered a part of it.

The Buyer and Participant of 10th Planet Jiu Jitsu: Dark Arts and 10th Planet Jiu Jitsu: Torrance understand that the monthly tuition fee provides access to the gym. The Buyer will be charged their membership fee on the 1st of every month or on the date of registration, whichever is applicable. By committing to a one-year membership, the Buyer will receive a discounted monthly tuition fee compared to the month-to-month option. This monthly tuition fee will continue to be charged until the Buyer or Participant cancels their membership. After the one-year commitment, the rate for the Buyer will be grandfathered, and there will be no increase in the monthly tuition fee.

It is the responsibility of the Buyer to take action to cancel their membership when they wish to terminate it. If the Buyer has committed to a one-year term, different terms may apply. To cancel the membership, the Buyer must review their specific terms and conditions.

STUDENT ENROLLMENT AGREEMENT - PREPAID OPTION

This Student Enrollment Agreement (the "Agreement") is between the Buyer and the School and is effective from the date of enrollment. The Agreement adheres to the terms and conditions mentioned below and any Exhibit(s) attached to this Agreement are considered a part of it.

The Buyer and Participant of 10th Planet Jiu Jitsu: Dark Arts and 10th Planet Jiu Jitsu: Torrance understand that the prepaid tuition fee provides access to the gym. The full tuition fee is due upon registration. This one-time fee grants access to the gym for the prepaid period.

Please note that all prepaid tuition fees are non-refundable. If the Buyer decides to cancel their membership before the end of the prepaid period, no refund will be granted.

It is the responsibility of the Buyer to review this agreement in detail before making the payment. By making the payment, the Buyer acknowledges their understanding and acceptance of these terms.

ZELLE ALTERNATIVE PAYMENT OPTION

10th Planet Jiu Jitsu: Torrance (Dark Arts Academy) offers an alternative payment option using Zelle. Currently, we use Stripe as our primary payment processor, which charges a 3.3% to 3.4% transfer fee to the buyer. However, to bypass this fee, buyers can opt to use Zelle for their payments.

If you choose to pay your MONTHLY tuition via Zelle, please note that the payment must be made 5 days before the 1st of the month. To opt into Zelle payments, you must have a payment method on file. If you make your Zelle payment 5 days before the 1st of the month, your card will not be charged.

On the other hand, if you opt into Zelle payments but fail to pay your tuition 5 days before the due date, your card on file will be charged for the tuition amount along with the Stripe transfer fee. Therefore, it's important to ensure timely payment if you choose the Zelle option.

If you decide to pay for your PREPAID tuition using Zelle, the payment must be sent before signing the membership agreement. The buyer's card must be on file if the buyer/participant wants to purchase any concession offers at the location.

Zelle Opt In Form

MEMBERSHIP PERKS

10th Planet Jiu Jitsu Torrance Membership Perks Policy

As a valued member of 10th Planet Jiu Jitsu Torrance, you are entitled to the following exclusive perks:

- Recovery Sessions with Dr. Zach Soufl: Access to professional recovery sessions to help maintain your physical well-being and improve performance.
- Discount at Acai Republic: Enjoy special discounts on nutritious acai bowls and other healthy options to fuel your training.
- **Discounted Workshops and Training Camps:** Receive reduced rates on specialized workshops and intensive training camps to enhance your skills.
- **Shower Access:** Convenient access to shower facilities at our location for post-training freshening up.
- **Priority Class Booking:** Get first access to sign up for popular classes and special training sessions.
- Gear Discounts: Enjoy member-only discounts on 10th Planet branded gear and training equipment.
- Guest Pass: Bring a friend to try out a class for free once per month.

To take advantage of these perks, please present your valid 10th Planet Jiu Jitsu Torrance membership card or mobile app when applicable. Perks are subject to change and may have specific terms and conditions.

Acai Republic Sponsorship: Member Discount Policy

As part of our partnership with Acai Republic Torrance, 10th Planet Jiu Jitsu Torrance members are eligible for an exclusive discount:

- **Discount:** 20% off your entire order
- Discount Code: darkarts20
- How to Redeem:
 - Download the Acai Republic mobile app
 - Register your account
 - Place your order through the app
 - o Enter the discount code 'darkarts20' at checkout
- Terms and Conditions:
 - Valid for online orders only
 - Must use the Acai Republic mobile app to place order
 - Discount cannot be combined with other offers
 - Valid only at Acai Republic Torrance location

This offer is subject to change. Please contact Acai Republic or 10th Planet Jiu Jitsu Torrance staff for the most up-to-date information.

Recovery Sessions with Dr. Zack Soufl - Policy Terms

This is a trial program. Continued availability depends on member usage and feedback.

To book your session, please use the calendar below. We encourage all eligible members to take advantage of this recovery program to support your fitness journey and overall well-being.

Program Details

Duration: February 4, 2025 to August 4, 2025
Schedule: Every Thursday, 6:00 PM to 7:30 PM

Session Length: 30 minutes

Services Offered

- Heating pad therapy
- Massage gun treatment
- Cupping therapy

Eligibility and Session Allocation

• Velocity Members: 3 FREE sessions per month

• Momentum Members: 1 FREE session per month

• Prepaid Members: 3 FREE sessions per year

 Stamp card, 90-day fast pass, summer pass, and grappler's pass holders are not eligible for free sessions. Additional fees apply for these members.

Booking Priority

- 1. Coaches
- 2. Velocity monthly members
- 3. Momentum monthly members
- 4. Prepaid members

Booking Process

- Use the MyStudio app to book sessions
- Look for "Recovery Sessions w/ Zack" in the class schedule
- Booking is on a first-come, first-served basis

Important Notes

- This is a trial program. Continued availability depends on member usage and feedback.
- Sessions are use-it-or-lose-it and do not roll over to the next period
- Dr. Zack Soufl does not offer adjustments at this facility
- For adjustments, a separate exam must be scheduled at Dr. Soufl's practice

Additional Information about

Dr. Zack Soufl's practice, Connected Chiropractic, is located at 1706 Aviation Blvd, Redondo Beach, CA 90278. Contact: (310) 963-9724 or visit connectedchiropracticsouthbay.com

Disclaimer

This policy is subject to change. Members will be notified of any updates or modifications to the program.

Memberships that do not include these recovery sessions: <u>90-Day Fast Pass</u>, <u>Summer Pass</u>, <u>Holiday Pass</u>, <u>any Stamp Card</u>, <u>and Prepaid memberships shorter than 12 months</u>.

PROMOTED RANK POLICY - INTEGRITY OF BELT PROMOTIONS

At 10th Planet Jiu Jitsu: Torrance, we take our art seriously and hold the integrity of our belt system in the highest regard. In light of the increasing prevalence of "online white belts," we are implementing a strict policy to maintain the authenticity and value of our Adult ranks [Grey, Blue, Purple, Brown, and Black belt] and Kid Ranks [White, grey, Yellow, Orange and Green]. This policy is effective immediately as of November 18, 2024.

Rank Promotion and Acknowledgment

- 1. Promotions are earned through dedication, skill, and consistent training. They are not given based on friendship, casual association or purely membership payment.
- 2. Upon receiving a new rank, you must train at that rank for at least 6 months for it to be fully acknowledged. Failure to meet this requirement may result in rank revocation.

Communication and Continued Training

- 1. If you stop training for more than two months without ANY communication, your rank may be revoked. This includes:
 - Failing to respond to our attempts to reach out to you
 - "Ghosting" or ceasing all communication with the academy
 - Canceling your membership immediately or within 6 mos after receiving a promotion
- In cases of legitimate reasons for extended absence (e.g., injury, work commitments), clear and proactive communication with the academy is required to maintain your rank status.

Relocation and Rank Acknowledgment

1. If you relocate more than 75 miles away from our academy:

- Your rank will be acknowledged if you have trained at that rank for at least 6 months prior to moving
- If you move before completing 6 months at your new rank, or not submitted a
 formal or causal notice of your move less than 30 days, it will not be
 acknowledged.

Rank Revocation

- 1. The academy reserves the right to revoke any rank under the following circumstances:
 - o Failure to meet the 6-month training requirement at the new rank
 - Extended absence without communication (exceeding two months)
 - Cancellation of membership immediately following a promotion
 - o Behavior that reflects poorly on the academy or violates our code of conduct
- 2. Any attempt to misrepresent your rank status after revocation will be treated as a serious violation of our ethics policy.

Appeals and Reinstatement

- 1. Students whose ranks have been revoked may appeal the decision or seek reinstatement by:
 - Scheduling a meeting with the head instructor to discuss the circumstances
 - o Demonstrating a renewed commitment to training and the academy
 - Potentially undergoing a skill assessment to verify their current level

This policy is designed to uphold the integrity of our ranking system and ensure that all promotions truly reflect the skill, dedication, and character expected at 10th Planet Jiu Jitsu: Torrance.

MEMBERSHIP PRICE INCREASE POLICY

Starting September 1, 2023, only new members joining from August 1 to September 1 will be affected by an 8% increase in monthly membership prices and short-term trials. All active members before September 1st are exempt from this change.

RIGHT TO EXPULSION

10th Planet Jiu-Jitsu: Dark Arts Academy reserves the right to expel a participant's membership, trial, day pass, event participation, or any purchase made at 10th Planet Jiu-Jitsu: Torrance (Dark Arts Academy) at any time for reasons including but not limited to failed payments,

disruptive behavior, violation of academy rules or policies, or any other reason that the academy deems appropriate.

MONTHLY TUITION POLICY

To become a monthly member at 10th Planet Jiu Jitsu: Torrance (formerly 10th Planet Jiu Jitsu: Dark Arts Academy), you need to pay the prorated first month's tuition and a \$100 down payment to get started. All monthly members must pay their dues on the first day of each month. If you need extra time, we can extend the deadline by four business days before a late fee of \$50 is applied. To keep your membership active, you must pay your monthly tuition on the first day of each month or on your registration date in accordance with our Monthly Tuition Policy, which comes into effect on July 1st. If your monthly tuition date does not start on the first, it will be automatically changed. If you need extra time, please contact management. For any prepaid or stamp card, tuition must be paid in full on the day of registration.

COMMUNICATION POLICY

Active members of 10th Planet Jiu Jitsu: Torrance (Dark Arts Academy) should reach out to the management through the academy phone line (424) 999-0787 or via email at info@10ptorrance.com for any billing issues. Please avoid using personal Instagram accounts for billing inquiries.

Any changes made verbally or through mobile text will not be accepted; members are required to fill out the appropriate forms for adjustments to their accounts, such as cancellations or time extensions.

Coaching advice and attendance can be discussed with the management via Instagram, but billing inquiries must be made through phone or email to ensure accurate record-keeping. Thank you for your cooperation.

Customer service is available from 11 a.m. to 9 p.m. Monday through Friday, from 11 a.m. to 3 p.m. Saturday, and closed on Sunday. Please refrain from contacting outside of these operating hours. Thank you.

LATE FEES POLICY

Our policy on late fees is designed to ensure timely payment of monthly dues. If the monthly payment is not submitted after the initial notification on the 1st of the month or specific registration date, a late fee of \$50 will be added to the account. This late fee will accrue daily until the full tuition is paid.

If the balance remains unpaid 30 days from the initial registration date, the member will be placed on probation. During this probationary period, past due amounts may be sent to a collection agency. In such a scenario, the member will be held responsible for any legal fees or additional charges incurred as a result of the past due amount.

ZELLE ALTERNATIVE PAYMENT OPTION

10th Planet Jiu Jitsu: Torrance (Dark Arts Academy) offers an alternative payment option using Zelle. Currently, we use Stripe as our primary payment processor, which charges a 3.3% to 3.4% transfer fee to the buyer. However, to bypass this fee, buyers can opt to use Zelle for their payments.

If you choose to pay your MONTHLY tuition via Zelle, please note that the payment must be made 5 days before the 1st of the month. To opt into Zelle payments, you must have a payment method on file. If you make your Zelle payment 5 days before the 1st of the month, your card will not be charged.

On the other hand, if you opt into Zelle payments but fail to pay your tuition 5 days before the due date, your card on file will be charged for the tuition amount along with the Stripe transfer fee. Therefore, it's important to ensure timely payment if you choose the Zelle option.

If you decide to pay for your PREPAID tuition using Zelle, the payment must be sent before signing the membership agreement. The buyer's card must be on file if the buyer/participant wants to purchase any concession offers at the location.

To enroll in the Zelle Payment Option, the buyer must fill out this <u>Zelle Enrollment Form</u> to confirm their enrollment.

CLASS RESERVATION REQUIREMENT POLICY

To improve our operations, starting September 1, 2023, all members with monthly subscriptions, prepaid plans, stamp cards, or enrolled in the kid's program must reserve classes using the

provided app. This will allow us to monitor attendance and provide better coaching assistance. Thank you for your cooperation.

AFTERNOON CLASS RESERVATION POLICY: 11AM AND 12PM

This class mandates reservations made 12 hours before the scheduled time to ensure smooth operations. Please adhere to this rule as it helps us determine the appropriate coverage. If there are no reservations before 9:30 am on the same day, *the class will be canceled, and* you will be notified via Instagram DM, Text Message from (424) 999-0787, or MyStudio notification.

MORNING CLASS RESERVATION POLICY: TUESDAY & THURSDAY AT 6:30AM

Reservations are necessary to ensure the smooth operation of our services and to demonstrate respect and consideration for all participants. For the 6:30 am sessions on Tuesday and Thursday, reservations must be made at least 24 hours in advance. **If no reservations are made by 8 pm on Monday or Wednesday, the session will be canceled.** *Inconsistent reservation patterns may result in the closure* of this time slot. Your cooperation in making timely reservations is appreciated.

BEGINNER CLASS RESERVATION REQUIREMENT

This reservation policy applies to non-active members on Instagram Chats. Reserve your spot on the MyStudio app at least 2 hours before class or by 3:30pm to ensure smooth operations and the best experience for all.

PROMOTIONS/DISCOUNTS

Specific memberships limit the promotions and discounts offered to members and future buyers. Multiple discounts/offers are not allowed on one membership. Promotions/discounts are not provided to Buyers who start their membership date after the 15th of every month. Buyers are offed the pro-rated membership fee after the 15th of the month and no additional discounts are allowed, effective October 1st 2021.

10th Planet Jiu Jitsu: Torrance (Dark Arts Academy) does provide family discounts. If one member has enrollment, they can add additional members to their policy. Any additional members will have 10% discount applied to their monthly membership fee. The only membership programs not allowed the family discount of 10% or 15% are the monthly membership fee of \$105.99 or under effective October 1st 2021.

Family Plan Discount Policy

Family plan memberships are available at a promotional discount rate (e.g., 2 memberships for \$199). Please note the following terms:

If any single membership within the Family Plan is canceled, the remaining active membership(s) will automatically convert to the full standard price. The price adjustment will take effect immediately upon cancellation of any membership within the plan. If a canceled member wishes to rejoin later, they will be subject to the current full price, not the original promotional rate. Placing a membership on hold is treated the same as cancellation - the remaining active membership(s) will convert to full price during the hold period. All Family Plan discounts are verified by a discount code in our system that reflects the promotional pricing.

Payment Plan Policy

We offer a convenient payment plan option for our services. The following terms apply: A non-refundable \$150 deposit is required upfront to initiate any program. Merchandise items (including rashguards) and private lessons will not be available until payment has been made in full. All payment

plan installments must be scheduled within 2-3 weeks of each other. Maintaining timely payments is required to keep your program status active. Transfer fees are not included in the payment plan and may apply separately. Alternative payment methods such as Zelle are available upon request - please contact management to arrange this option.

This structured approach ensures both financial flexibility for our clients and sustainable operations for our facility.

We're offering a 8% discount on monthly memberships for Momentum - 12 mos and Velocity mos. Students must provide valid ID and commit to a year. Police Officers, EMTs, Firefighters, and Veterans also qualify for the discount on Velocity starting March 1st, 2023. We want to help you stay active and achieve your fitness goals in a safe and supportive environment.

If a buyer of a short-term membership decides to upgrade to a monthly membership within 14 days of purchase, they will not be charged any extra fees, including insurance or transfer fees. However, they will lose out on the additional benefits of signing up for a monthly membership, such as a 60-minute private lesson, entry to camps, access to jiu-jitsu videos, and/or an academy rashguard, effective March 1, 2023.

RENEWAL MEMBERSHIP NEGOTIATION POLICY:

At the time of renewal for current membership terms for Students/Members at 10th Planet Jiu Jitsu: Dark Arts Academy, At the time of renewal for current membership terms for Students/Members at 10th Planet Jiu Jitsu: Dark Arts Academy, MEMBER'S rate will increase 10% of their current rate. Any member at 10th Planet Jiu Jitsu: Dark Arts Academy is welcome to transfer or change their membership type anytime.

Starting July 13, 2022, Adult Monthly Memberships for Momentum (\$173) and Velocity (\$185) types with one-year commitments will have their rates grandfathered in within the signed terms. After one year, members can keep their rate and switch to a month-to-month plan. Rates are

tied to the original user and cannot be transferred to another member. Momentum Type members cannot switch to the grandfathered Velocity rate.

Starting September 1st, 2023, any member with a membership agreement between September 1st, 2021 and July 31st, 2023, must opt into an active membership with 10th Planet Jiu Jitsu: Dark Arts Academy once their membership is completed or canceled.

Starting on September 1st, the Stamp Card - 5 that was included in the March 2023 promotion will no longer be valid for local members of 10th Planet Jiu Jitsu: Dark Arts Academy. Members will need to upgrade their membership options to continue training. The only members who do not lose their membership with Stamp Card 5 are those who have notified management about their living situation.

STAMP CARD RENEWAL POLICY

If a participant has not utilized the stamp card or collected their rashguard since the purchase, the management reserves the right to extend the stamp card by 30 days at their discretion. Once this extension has occurred, the stamp card cannot be extended again. If a participant has not redeemed 60% of their classes on their stamp card before the expiration date, they have the option to pay an extension fee of \$165 to prolong their membership for an additional 30 days. This fee can only be paid after contacting the management. If a participant does not have 60% of their stamp card unused, they are not eligible for the extension fee.

DROP-IN POLICY:

Before arrival, visitors must purchase their trial pass, day pass, or drop-in registration. Participation is not permitted until payment has been made. Visitors can attend beginner and mixed level classes by purchasing a Day Pass for \$50, effective September 1, 2023. This pass grants access to all classes offered on the day of purchase.

Individuals interested in becoming members can attend a novice-level class by registering for a trial pass, which costs \$30 and is effective from September 1, 2023. The trial pass only covers the 5pm and 5:30pm time slots on the class schedule. Participants must purchase a Day Pass if they wish to attend any classes ranging from beginner to mixed level.

If you have registered for the White Belt Membership, you can easily attend beginner level classes by paying only \$15 per session. To secure your spot, reserve it beforehand through the Mystudio app.

ATTENDANCE REQUIREMENTS FOR CLASSES:

Members with the rank of Grey/White must take at least 25 Beginner/ Warm Up classes to be

reviewed to attend Mixed Levels/Intermediate classes. Members with the rank of Grey/White must take at least 35 Mixed Levels/Intermediate classes to be reviewed to attend Orange Level Classes. Members with the rank of Purple and Blue (approved by Sensei Marvin) are allowed to take advanced (orange) class.

TIME EXTENSION (MEMBERSHIP HOLD) POLICY

Time Extension Policy

To put your membership on hold, you must have an active membership with no outstanding balance on your account and follow the procedures outlined below.

Membership Hold Requirements

- 1. You must have an active membership with no outstanding balance.
- 2. Hold requests must be submitted at least 30 days before the start of the next billing cycle using the <u>Time Extension Form</u>.
- 3. Late submissions will result in billing for the next cycle before the hold begins, with credit applied to the following month.

During your approved hold period, your account will not be charged.

We allow 30 days of free pause time for each calendar year your membership is active. For example, if you've paid monthly for two years, you have accumulated 60 hold days.

For example: If you submit a hold request for July 2025 after June 1st, you will be charged for July, but August will be credited.

Note: Contacting management about holds doesn't constitute a formal request. You must submit the form on time. Placing a hold on your membership does not count as a cancellation notice.

When you place your membership on hold for 30 or 60 days (medical hold), your membership term will be extended accordingly. For example, if you start a one-year commitment in September 2023 and take a 30-day hold, your membership end date will be extended by 30 days.

Medical Pause

For holds over 60 days due to medical reasons:

- Submit the Time Extension Form promptly (30 Days Notice)
- You'll be charged one month's tuition, then your account won't be charged for 60 days
- If you provide a medical note with submission, the 60-day tuition charge will be waived, if no note the form submission will be dismissed and no account changes will be made.

Legacy Membership Policy Transition

Members currently on any indefinite pause, medical pause, or time extension pause will have their existing arrangements honored under the previous policy. However, any new pause requests submitted after November 1, 2024, must follow the new policy outlined above.

Indefinite Pause: We have discontinued our indefinite pause policy. This option is no longer available to any members.

Time Extension Policy for Prepaid Memberships

For prepaid memberships, we allow a maximum 30-day extension, which will extend your end date. You must submit a time extension form at least 30 days before your membership end date. Late submissions may result in denial of the extension request.

Memberships Excluded from Time Extension Policy

The following membership types are not eligible for time extensions, including medical holds:

- New Grappler's Pass: This introductory membership is designed for continuous training
- 90-Day Fast Pass: Due to its short-term nature
- Summer Promotion: This seasonal offer has a fixed duration
- 6-Month Prepaid: This commitment-based membership
- 9-Month Prepaid: Similar to the 6-month option
- Any Trials such as month pass

These exclusions ensure the integrity of our specialized programs and maintain the structure of our prepaid membership options.

Benefits During Your Hold

During your hold, you're still part of our community. Feel free to join these free events:

- Self-Defense Workshops
- Open Mat on Saturdays at 1pm
- 10 Round Tuesday (first Tuesday of the month—great way to stay in shape!)
- Drop-in rate of \$30 for a Day Pass to attend class

CANCELLATION POLICY

- 1. MONTH TO MONTH
- 2. ONE YEAR COMMITMENT
- 3. PREPAID

BUYER'S CANCELLATION POLICY - Month to Month

In case a student needs to terminate their membership, both the participant and buyer should fill out the <u>Cancellation Form</u> with the student's name and the reason for the cancellation. The cancellation form should be submitted within **30 days of the billing cycle**. Failure to do so will result in the payment of the monthly tuition fee. Some membership types may have different cancellation policies, so please check your email agreement for further details. The cancellation will be processed regardless of the reason, but we would appreciate it if students could share the reason as it would help us with our process and quality management. Students who have cancelled their account may rejoin the gym at any point in the future without any additional fees, and they can simply restart their monthly gym dues. If you have any questions or concerns, please feel free to ask.

STEPS TO CANCEL MEMBERSHIP:

To cancel your membership, you need to read through your membership agreement first. The cancellation form should be submitted within **30 days of the billing cycle**. After that, you must complete an online form available at <u>Cancellation Form</u>.

Once the management team receives your form, they will review it to confirm whether the cancellation is valid and then proceed with canceling your membership.

BUYER'S CANCELLATION POLICY - ONE-YEAR COMMITMENT

The discount on monthly tuition is provided to the buyer when they agree to commit to a one-year membership at the gym. In case the buyer cancels their membership before the completion of one year, they must pay two months of tuition fees plus \$8 Stripe transfer fee within 14 business days of the cancellation date mentioned on the cancellation form. Once the payment is made, the membership will be canceled, and a confirmation email will be sent to the buyer.

STEPS TO CANCEL MEMBERSHIP FOR ONE-YEAR COMMITMENT

To cancel your membership, please fill out the <u>Cancellation Form</u> to start the process.

Please note that if you cancel your membership before completing 12 months, you will be required to pay two months of tuition within 14 days of the cancellation date. Failure to pay the outstanding balance will result in your name being added to the banned list of all neighboring 10th planet locations. Once the outstanding balance has been paid, your name will be removed from the banned list.

We thank you for your understanding and cooperation in this matter.

MEMBERSHIP RATE LOCK-IN BENEFIT

Members who complete their full 12-month commitment will have their monthly rate locked in when converting to a month-to-month membership. After the 12-month period, only a 30-day notice from the billing cycle is required for cancellation.

Please note: Months when your membership is on hold do not count toward the 12-month active membership requirement. If the full 12 months of active membership are not completed, the two-month cancellation fee will apply.

BUYER'S CANCELLATION POLICY - PREPAID

If the buyer wishes to cancel their prepaid membership, they must understand that no refunds will be granted for the prepaid tuition. To confirm their decision to cancel, the buyer must fill out the Cancellation Form, which can be obtained from our website or requested directly from customer service. No additional payment is needed to cancel their prepaid membership, but it is essential for the buyer to complete and submit the Cancellation Form. Once the form is submitted, the buyer will receive an email confirmation of cancellation within 5 business days.

CANCELLATION DUE TO MEDICAL EMERGENCY OR INJURY

If a buyer/participant needs to cancel their membership due to a medical injury or emergency, they can do so at no additional cost if they provide a medical note from a recognized medical group at the time of submission. This applies whether the injury or emergency is not associated with any sort of training associated with 10th Planet Jiu Jitsu Torrance or not. However, if a medical note is found to be fraudulent, not submitted as required, or not from a recognized medical group, the buyer/participant will be subject to charges as outlined in the membership agreement they initially signed, which may involve invoicing or charging the card on file.

LACK OF COMMUNICATION AFTER DECLARATION OF CANCELLATION

If a buyer or participant communicates their desire to cancel but does not provide payment details through text, email, or direct message, the card on file will be charged on the date of the billing cycle, or if the account was on hold, the charge will occur 7 days after the cancellation is declared. By placing a Time Extention or (30 or more) Pause on a membership account, does not count as notification of cancellation.

FAILURE TO PAY PAST DUE

If the buyer fails to pay the invoice within 14 days of the cancellation date, their card will be automatically charged on their MyStudio account. If the payment method is successful, they will be sent an email confirmation of membership cancellation.

If the payment method is unsuccessful, they will be issued a final invoice with a 3-day due date.

If the final notice invoice remains unpaid, the following consequences will apply: Failure to pay the outstanding balance or cancellation fees will result in your name being added to the banned list of all neighboring 10th Planet locations. Once the outstanding balance has been paid, your name will be removed from the banned list. Additionally, all unpaid fees will be sent to collections. We appreciate your understanding and cooperation in this matter.

CONSENT TO SEND INFORMATION TO COLLECTIONS

By agreeing to our membership terms, you acknowledge and consent that in the event of failure to pay any outstanding balance or cancellation fees, 10th Planet Jiu Jitsu: Torrance (Dark Arts) reserves the right to submit your account information to a third-party collection agency. This policy is solely to keep members accountable for past due or failed payments for membership. We want to emphasize that we do not sell or share your personal data for any other purpose. The information that may be shared with the collection agency includes, but is not limited to, your name, contact information, membership details, and the amount owed. You understand that this action may affect your credit rating and may result in additional fees imposed by the collection agency. By signing up for a membership, you explicitly consent to these terms and the potential consequences of non-payment. We assure you that your privacy is important to us, and this measure is only taken as a last resort to recover unpaid dues.

REFUND POLICY

All gym membership fees associated with our gym services are non-refundable. We may consider refunds or credits in exceptional circumstances at our discretion. To request a refund or credit, please submit a written request to our front desk at info@10ptorrance.com with the necessary documentation. If you have any questions or concerns, please contact our front desk.

NO LIABILITY FOR INJURIES AND NO REFUND POLICY: The participant acknowledges and understands that 10th Planet Jiu Jitsu: Torrance (Dark Arts Academy) are not liable for any injuries occurring in the gym or outside the gym. The participant agrees that no refund or financial compensation will be provided under any circumstances, including but not limited to, injuries sustained during training or any other activities related to 10th Planet Jiu Jitsu: Torrance (Dark Arts Academy). The participant understands that this is a combat sport and is fully aware of the associated risks.

ACKNOWLEDGEMENT OF RISKS AND UNDERSTANDING OF REFUND POLICY: By signing this agreement, the participant acknowledges that they have carefully read through this liability waiver and fully understand the potential risks involved in participating in the activities offered by 10th Planet Jiu Jitsu: Torrance (Dark Arts Academy). The participant also acknowledges and accepts the no refund policy, understanding that no financial compensation will be provided under any circumstances, including but not limited to, injuries sustained during training or any other activities related to 10th Planet Jiu Jitsu: Torrance (Dark Arts Academy)

CONSENT TO SEND INFORMATION TO COLLECTIONS

By agreeing to our membership terms, you acknowledge and consent that in the event of failure to pay any outstanding balance or cancellation fees, 10th Planet Jiu Jitsu: Torrance (Dark Arts) reserves the right to submit your account information to a third-party collection agency. This may include, but is not limited to, your name, contact information, membership details, and the amount owed. You understand that this action may affect your credit rating and may result in additional fees imposed by the collection agency. By signing up for a membership, you explicitly consent to these terms and the potential consequences of non-payment.

MERCHANDISE POLICY

MERCHANDISE POLICY - PREORDER RASHGUARDS W/ MEMBERSHIP

Rashguards are available for pre-order with prepayment or as part of a monthly membership. Please allow 14 to 30 days for delivery. If you do not collect your rashguard within the membership period, we cannot be held responsible for the merchandise. It is your responsibility to request collection or arrange shipment if you are unable to pick it up. Please maintain communication with the management of 10th Planet Jiu Jitsu.

ACCIDENT REPORT POLICY

At 10th Planet Jiu Jitsu: Torrance, we prioritize the safety and well-being of our participants while maintaining a professional and efficient training environment. While injuries are an inherent risk in combat sports, we have implemented a comprehensive accident report policy to ensure proper documentation and follow-up for any incidents that may occur.

Security Measures:

- All mat areas are monitored by security cameras for the safety of our participants and staff
- Footage is securely stored and only accessed in the event of an incident requiring review.

Accident Reporting Process:

- An accident report is required when a participant sustains an injury that prevents them from completing a class.
- The on-site coach or manager is responsible for completing the online accident report form immediately following the incident.
- The report will include a detailed description of the incident, any witness statements, and the actions taken in response.
- Relevant footage of the incident will be saved and linked to the accident report for future reference.

This policy ensures that we maintain accurate records, can review incidents for potential safety improvements, and have the necessary information on hand for insurance or legal purposes. Our commitment to this process helps us continually improve our safety protocols and maintain the high standards expected at 10th Planet Jiu Jitsu: Torrance.

PRIVATE LESSON POLICY

To partake in private lessons at the 10th Planet Jiu Jitsu: Dark Arts Academy, it is required that all attendees maintain an active membership status. Alternatively, if a participant prefers not to purchase a monthly or prepaid membership, they may purchase the "private lesson registration fee." This fee will cover one participant for a full calendar year and contribute to the gym's facility fees, maintenance, and liability insurance.

The cost of private lessons is increasing with the following rates: 30 minutes - \$55, 60 minutes - \$80.

When scheduling private lessons with an instructor from 10th Planet Jiu Jitsu: Dark Arts Academy, each instructor will have their own scheduling process. This Private Lesson policy will take effect on September 1st, 2023.

It is the responsibility of the member to communicate with management in order to schedule the private lesson provided as part of their membership perk. The private lesson can only be redeemed while the membership is active. Failure to redeem the private lesson during the membership period is the member's responsibility.

PRIVACY POLICY

By participating in classes, I hereby grant to 10th Planet Torrance (Dark Arts) and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs, videos, my likeness, voice and/or any other media of me (collectively "Media"), or in which I may be included, for editorial, trade, advertising, and any other purpose and in any manner and medium; and to alter and composite Media without restriction and without my inspection or approval. I hereby release 10th Planet Austin and its legal representatives and assigns from all claims and liability relating to said Media.

10TH PLANET JIU JITSU: TORRANCE (DARK ARTS ACADEMY) MAIN ACADEMY RULES

MAIN ACADEMY RULES:

1. Students are responsible for their belongings

Students need to be aware of their items and electronics. The gym is not responsible for lost or stolen items. Any items left behind will be stored in the storage closet. Please ask front desk for assistance for your lost items.

2. Drug Free Zone

Our school is marijuana friendly. Please do not smoke in or directly in front of the gym. Please smoke outside 50 ft of our premises. Thank you.

Hard narcotics or alcohol are not permitted on this academy. If under the influence attending or teaching will be asked to leave and banned from the gym immediately.

1. Students must bring a positive attitude

Listen carefully, and have fun. Our academy is here for growth, progression, and fitness. Please come to class with a positive and open attitude.

2. Students must obey the Uniform Policy

Must wear proper ranked rash-guards, do not wear higher rank rash-guards unless promoted. If you were ranked (Blue - Brown) at other gym and became a 10P: Dark Arts Academy Member confirm with Sensei Marvin Castell about your rank.

Not permitted: T-Shirts, basketball shorts, only spats (Men), only wearing sports bras, compression shorts, or street clothes.

You must wear the approved clothing options or you will not attend class.

Men Uniform Policy: Men must wear the following: Rash-guard, shorts (MMA/Board Shorts), spats with shorts, or Gi pants.

Women Uniform Policy: Women must wear the following: Rash-guard, shorts (MMA/Board Shorts), leggings, or Gi pants.

3. Hygiene Standards

Students are responsible for their hygiene. If they are sick or show apparent rash they will be sent home. Make sure your uniform (Rashguard, spats, leggings, shorts or go pants) smells clean.

4. Check your ego

Respect your instructors, teammates, gym, & your body. No matter the rank. All Students must have good sportsmanship. Win, lose, or draw.

5. Trust the Process

Students must have **100% undivided attention** while attending class. Be accountable for your technique, correct your mistakes and make progress. Make every session count.

6. **Members must receive approval before attending higher level classes**Novice and Beginner level students cannot attend any Mixed or Advanced level classes until they received approval by Sensei Marvin Castell.

MAT ETIQUETTE RULES:

No student wants to get hurt on the mats. By following a few simple rules, you can greatly reduce your risk and others of injury.

- 1. Safety is #1 priority for themselves, classmates, & instructors. Don't break your toys. Respect your drilling and sparring partners, you need them as much as they need you.
- 2. All students must know winning and losing is part of the journey. Please do not let your ego become unhealthy.
- 3. All students must bow on and off the mats.
- 4. All students must acknowledge then instructor then classmates.
- 5. Students need to be aware of their surroundings while sparring. Higher ranks have priority.
- 6. All students must have 100% undivided attention to technique & sparring.
- 7. All students must understand the difference of tempo during drilling vs sparring.
- 8. Please wrap or remove piercings, jewelry, new tattoos, scrapes, or cuts.
- 9. Must silence phone during classes.

HYGIENE RULES: Bathroom rules

1. Be hygiene-ready for class.

Please arrive at class hygiene-ready, with fresh breath and a clean set of clothes. If you need to shower before class, please use our member shower.

- 2. All students must have a towel, sandals, and a change of clothes. Be ready to change out of your uniform after class. Hygiene is the number one priority at this academy.
- 3. All students must bring their soap to shower off or use defense wipes after attending class.
- 4. Keep your belongings with you, don't leave anything behind. Any dirty clothes will be thrown away every night.
- 5. Limit your time in the restroom, keep the traffic flowing. Please use the locker rooms to change your outfits.
- 6. If the restroom is not clean, notify front desk!

7. NEW SKIN INFECTION RULE:

If any participant of 10th Planet Jiu Jitsu catches any type of skin infection without showering after class for the **first time**, they are expected to stay off the mats and have the infection cleared by a professional. It is highly recommended that they shower after class.

If the participant catches any sort of skin infection for the **second time** and has not showered at the facility, they are now required to shower after each session. They will have prior to the shower to accommodate them.

If the participant has a skin infection for the **third time** and trains on the mats without notifying the instructor, they will be **automatically charged \$100 to their account for not following the rules.** They are not allowed back to the gym until the **skin infection**

is clear with a doctor's note. We are training together to provide the best experience for everyone, and it is everyone's responsibility to maintain proper hygiene standards so that no one gets sick. 10th Planet Jiu Jitsu is not liable for any skin infections because the facility has provided a shower to accommodate this issue. It's the responsibility of the participant to keep their hygiene to the standard.

PROMOTION RULES:

- 1. Students should refrain from asking for belt promotions. **Trust the process.**
- 2. Train hard, train smart, stay consistent, & you will evolve.
- 3. All students are expected to attend promotion day & be supportive for their teammates & themselves.
- 4. All students must maintain a healthy ego. Be motivated from promotions and not discouraged. It's not your time yet.
- 5. All students should always be the best training partners and teammates they can inspire.
- 6. Students should keep their belts & put them on a belt rack at home.

RIGHT TO TERMINATION

10th Planet Jiu-Jitsu: Dark Arts Academy reserves the right to terminate a participant's membership, trial, day pass, event participation, or any purchase made at 10th Planet Jiu-Jitsu: Dark Arts Academy at any time, for reasons including but not limited to failed payments, disruptive behavior, violation of academy rules or policies, or any other reason that the academy deems appropriate.

ACKNOWLEDGEMENT OF MEMBERSHIP AGREEMENT

As the buyer and participant, I understand that this membership is more than a transaction. I promise to read and comply with the rules and agreements carefully and approach each class positively. I am committed to making a 1% improvement every time I attend a class and using this opportunity to grow. I understand that failure to abide by any such rules may be grounds for expulsion from 10th Planet Jiu Jitsu: Dark Arts Academy or any other 10th Planet location.

I certify that I have read and understand the terms of this Agreement and will comply with the contents herein.