

## MEMBERSHIP AND GUEST TERMS OF SERVICE

**Last Updated: August 19, 2024**

### OVERVIEW

Before you get started with your first Spacetime service, please read these Terms of Service (“**Terms**”) carefully. These Terms are intended to apply broadly and, whether we consider you a Member or a Guest (as these terms are defined below), they, together with the Website Terms and Conditions and Privacy Policy, both posted on our website (floatspacetime.com), will govern your entry to the Spacetime studio location and/or your purchase of a product or service sold or provided by us (each, a “**Service**” and, collectively, the “**Services**”). By accepting the benefits of our Services, you hereby agree to these Terms. If you do not agree to these Terms, then you may not use our Services. Your acceptance of these Terms shall include any additional terms, conditions, hyperlinks or policies referenced herein.

### PARTIES TO THE AGREEMENT

These Terms, together with the Website Terms and Conditions, the Privacy Policy, the information contained in your membership receipt (if you are a Member) and/or Liability Waiver (if you are a Member or a Guest), constitute your “**Agreement**” with Island One LLC d/b/a Spacetime Floatation Center (referred to herein as “**Company**,” “**we**,” “**us**” or “**our**”).

### CHANGES & CORRECTIONS

You can always review the most recent version of these Terms on the website. We reserve the right to update, change or replace any part of these Terms by posting updates to the website or sending you email notice of any such change. It is your responsibility to check the website periodically for any changes to the Terms. Your continued access to the website or use of Services following the posting of any such change constitutes your acceptance of the changes. There may be information on the website or App that contains typographical errors, inaccuracies or omissions that may relate to Services, including descriptions, pricing, availability and other information. We reserve the right to correct any errors, inaccuracies or omissions and to change or update the information on the website or App at any time, without prior notice.

### MEMBERS & GUESTS

We make Services available to both Members and Guests. We consider you a “**Member**” if you purchase Services through a membership plan. We consider you a “**Guest**” if you purchase Services outside of a membership plan, which could include being a walk-in or purchasing Services on an a-la-carte or prepaid package basis. Whether you are a Member or Guest, these Terms will apply to your receipt of Services. Members, however, will be subject to the additional terms and conditions for *Memberships* described below.

## **APPOINTMENT BOOKINGS**

Although we accept walk-ins for Services on a first-come-first-serve basis, you are strongly encouraged to book an appointment for Services. It is your responsibility to book appointments for Services through the channels provided, which include in-person (at the Company location), by phone, or through the website. Once you have booked your appointment for Services, you will be considered “locked in” to the appointment. If you must cancel or reschedule your booked appointment, you must do so as soon as possible. If you cancel your booked appointment within twenty-four (24) hours of the scheduled start time, you will incur a “late cancel” fee of \$50. If you miss your booked appointment without providing us notice, you will incur a “no-show” fee equal to the full retail value for a single Service session. You agree that the late cancel and no-show fees are reasonable, and you authorize us to charge you, where applicable, to the payment method on file. If you have a membership or purchased Services under a prepaid package and you are subject to paying a no-show fee, you will lose a Service credit in lieu of paying a fee. As a courtesy to other Members and Guests, we will begin and end all booked appointments at their normally scheduled times. We will not extend the time if you are late for a booked appointment. To maximize your benefits, we recommend that you arrive early to get checked in and prepare for receiving Services.

## **GIFT CARDS**

Purchasing a gift card is not the same thing as purchasing a membership or a prepaid package for Services. Gift cards are subject to their own terms and conditions, as may be posted on the gift card itself. Your use of Services purchased through a gift card will still be subject to these Terms.

## **NO PETS**

Unless you have a registered service animal, no pets will be permitted inside of the Company location. We have this policy to maintain a hygienic and stress-free environment within which to receive Services.

## **LOSS OF PROPERTY**

We are not responsible for the disappearance, loss, theft or damage to personal property you bring to the Company location or the surrounding premises (which includes the parking lot). You are encouraged to leave any valuables at home.

## **PREPAID SERVICES**

Members and Guests can purchase Services in prepaid packs. Packs are sold with a pre-determined number of specific Services. You will be considered to own all credits for Services in the pack as of the date of purchase. Packs for Services are not unique to the purchaser and may be redeemed by more than one person. Prepaid packs, once purchased, are non-refundable.

## **MEMBERSHIPS**

Any membership plan for Services will be subject to the following terms and conditions:

- By signing up for a membership plan, you acknowledge that your membership will continue to automatically renew for subsequent membership periods (either monthly or yearly, depending on the membership plan) until you properly cancel or we terminate your Agreement.
- You will be charged membership dues on a recurring basis. This means we will continue to bill you in the same amount each membership period (monthly or yearly) and that in exchange for each successful payment, we will allocate to your account the same number of credits each membership period which you can redeem for the Services specified in your membership plan. The amount of your monthly membership dues, and the number of allocated credits and the Services to which they apply, will be listed in your membership plan.
- You are encouraged to use credits for Services as they are issued. For monthly memberships, unused credits will carry over to the next month's billing cycle for a maximum of 90 days before they expire. For yearly memberships, unused credits will not carry over to the next billing cycle.
- We make cancelling memberships very easy. You have a right to cancel your membership at any time provided you give us a 30-day advance written notice. You have the ability to cancel your membership through a variety of channels, including in-person, by mail, phone or email.
- Once you have provided your notice of cancellation, you will continue to have the right to redeem any unused credits associated with your account through the end of your final billing cycle.
- Any credits that remain unused at the expiration of your final billing cycle will be considered forfeited and lost. We do not issue refunds for unused credits.
- A membership freeze may be granted in our sole discretion. To be eligible for a membership freeze, your account must be active and in good standing. If we permit a membership freeze, then billing on your account will be temporarily stopped until such time as the membership freeze is lifted, at which time billing in your account will resume as normal. We reserve the right to lift a membership freeze at any time.
- All membership plans will be subject to a three-day right of rescission. This means that if, for any reason during the three-day period after you have purchased your membership, you decide you do not want the membership and would rather cancel for a refund, you can provide us with notice and we will cancel your membership without penalty. Please note that any refund issued will be less the value of any Services actually received during the three-day rescission period.
- Your membership is unique to you and cannot be transferred to or used by someone else without our permission.
- **We reserve the right to increase the price for memberships annually. We will use reasonable efforts to provide you written notice of a membership price increase at least 30 days prior to any price increase taking effect.**

- **We may occasionally need to close various pieces of equipment for repair or maintenance. While equipment is closed for repair or maintenance, you will not be entitled to a credit or refund during this time.**
- **CONSENT TO AUTOMATIC RENEWAL. IF YOU ARE A MEMBER, THEN YOU ACKNOWLEDGE, CONSENT AND AGREE THAT YOUR MEMBERSHIP WILL AUTOMATICALLY RENEW EACH MEMBERSHIP PERIOD UNTIL YOU PROPERLY CANCEL THE MEMBERSHIP OR WE TERMINATE YOUR AGREEMENT. AUTOMATIC RENEWAL MEANS WE WILL CONTINUE TO CHARGE YOU FOR THE MEMBERSHIP UNTIL YOU CANCEL THE MEMBERSHIP OR WE TERMINATE YOUR AGREEMENT. IN ORDER TO PROPERLY CANCEL YOUR MEMBERSHIP, YOU MUST PROVIDE US WITH A 30-DAY WRITTEN NOTICE.**

## **PAYMENT AUTHORIZATION**

By receiving Services, you expressly authorize Company (which, for purposes of this payment authorization, shall also include Company's authorized third-party payment service providers) to seek payment of all fees, charges or other amounts due under the Agreement on or after each payment due date by charging the payment method on file. You acknowledge that a charge may not immediately post to your card. If you have provided us with multiple payment cards, and in the event that payment from one card fails, you authorize us to attempt to collect the payment by initiating one or more payment attempts to any additional payment cards which you have provided. If any payment subject to this authorization is returned unpaid and a valid card is not provided within ten (10) days after the regularly scheduled date for payment, we may exercise any and all rights available to us, whether under these Terms or under applicable law, which may include, but are not limited to, suspending your membership, denying Services, terminating your Agreement and/or assessing a late fee. You understand that your financial institution may charge you a fee in addition to any service charge you may owe us if any payment authorized above is dishonored or returned unpaid, and you agree that we will have no liability regarding such fees. You may revoke this payment authorization in person, by calling us, by sending us an email, or by mailing a letter with enough notice to give us a reasonable opportunity (typically three business days) to act on your request. If you revoke this payment authorization, you will still be responsible for paying any amounts which you may owe under the Agreement. If you default on any payment obligation, we shall have the right to declare the entire remaining balance due and payable immediately, and shall have a right to seek, in addition to the amounts you owe under the Agreement, our reasonable attorneys' fees and costs associated with any collection on your account.

## **RIGHT TO DENY SERVICES**

We reserve the right to deny Services, terminate a membership, or restrict (or completely bar) access to the Company location for any reason not expressly prohibited by law.

## **DISCLAIMER OF WARRANTIES**

**YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF ANY SERVICES IS AT YOUR SOLE RISK AND THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ANY SERVICES EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT ANY SERVICES WILL MEET YOUR REQUIREMENTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR OUR AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY.**

### **LIMITATION OF LIABILITY**

**IN NO EVENT SHALL WE, OUR DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE ANY SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY IS TO CEASE USE OF THE SERVICES.**

### **INDEMNIFICATION**

You agree to defend, indemnify and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim or demand, including reasonable attorneys’ fees and expenses, made by any third party due to or arising out of: (a) your breach of the Agreement, (b) your violation of any applicable law, rule or regulation; or (c) any overt harmful act toward any other Member or Guest. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action or proceeding which is subject to this indemnification upon becoming aware of it.

### **DISPUTES**

If a dispute of any kind arises, we want to understand and address your concerns quickly and to your satisfaction. Please contact us directly with any dispute, either in-person or at our email address. If we cannot resolve your concerns, the parties agree to an informal dispute resolution process requiring individual arbitration.

### **BINDING INDIVIDUAL ARBITRATION**

Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be settled by binding individual arbitration and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims and remedies sought as part of a class action, private attorney general, or other representative action are subject to arbitration on an individual (non-class, non-representative) basis only, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. The arbitration shall take place in Chicago, Illinois and shall be conducted by a single arbitrator. The arbitrator shall allow the parties to conduct an amount of discovery deemed reasonable by the arbitrator. Notwithstanding the foregoing, any party hereto may seek injunctive or other equitable relief from any state or federal court located in Cook County, Illinois. The parties shall maintain the confidential nature of any arbitration proceeding instituted pursuant to this Section and any award rendered by the arbitrator(s) pursuant thereto, except as may be necessary in connection with the judicial enforcement of any such award, or unless otherwise required by law or judicial decision.

## **ELECTRONIC COMMUNICATIONS & SIGNATURES**

By receiving Services, you agree that all agreements, notices, disclosures and other communications we provide to you electronically, via email and on the website, satisfy any legal requirement that such communication be in writing. You hereby agree to the use of electronic signatures and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or through the website. You hereby waive any right or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of nonelectronic records, or to payments or the granting of credits by any means other than electronic means.

## **GOVERNING LAW**

This Agreement shall be governed by the laws of the state of Illinois, without reference to its choice of law rules.

## **GENERAL PROVISIONS**

This Agreement and any policies or operating rules posted by us, on the website, or through any services or in respect to such constitute the entire Agreement and understanding between you, as a user, and us, as a Company. Our failure to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. This Agreement operates to the fullest extent permissible by law in accordance with the jurisdiction where we are located and to the protections that you, as a user, are entitled to in your jurisdiction. We may assign any or all of our rights, liabilities, services, and obligations hereunder to another party at any time without your permission. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by an event beyond our reasonable control.

If any provision, section, clause, or part of this Agreement is determined to be unlawful, void, or unenforceable, that said portion of this Agreement is determined to be severable and does not affect the validity and enforceability of any remaining language.

It is understood that this Agreement does not create a joint venture, partnership, employment, or agency relationship between you and us, the website, or any of its services. You agree that this Agreement will not be construed against us by virtue of having drafted and published on the website for your review.

Therefore, you agree to waive any and all defenses that may have been assumed under this Agreement and the lack of signing by any party hereto.

If this Agreement has been translated, you agree that its original English text shall prevail in the case of a dispute.