

*Effective as of August 6, 2019*

## **ZUMBA® INSTRUCTOR LICENSING PROGRAM TERMS**

### **GENERAL TERMS AND CONDITIONS**

I understand that ALL SALES ARE FINAL and that NO refunds will be given if I cancel my registration for the Licensing Program.

I understand that I must be 18 years of age or older – or otherwise have the written consent of a legal guardian – in order to register for the Licensing Program.

I hereby authorize Zumba to charge the Payment Method and its associated Payment Account that I have used to pay for the Licensing Program.

I understand that Zumba has no prerequisites in order to become a Zumba® instructor. However, I acknowledge that it is my responsibility to be informed of, comply with, and obtain any regulatory, tax, fitness or educational requirements, qualifications, certifications or licenses needed to conduct business or teach Zumba® classes according to the laws and regulations where I conduct business or teach, or any requirements of my employer.

To participate in the Licensing Program, I understand that I must have access to a computer with Internet access (and room to dance).

I understand that if I do not select the auto-renew discount option, I have three (3) months to complete the Licensing Program. If I select auto-renew, I understand that there is no time limit for completing the Program. I further understand that if I cancel auto-renew before completing the Licensing Program, I will have to register for and pay for a new Licensing Program.

If I am unable to finish the Licensing Program in three (3) months, I understand that I can extend my access to the Licensing Program on a month-to-month basis in exchange for a monthly fee.

I understand that I cannot start teaching Zumba® classes until I have completed the Licensing Program. When I complete the Program, I acknowledge that I will receive a Zumba® Instructor License and can begin teaching Zumba classes whenever I feel comfortable and ready.

I understand that the Zumba Instructor License I receive when I complete the Licensing Program is valid for a period of six (6) months from the date I complete the Licensing Program. I further understand that as long as I am a ZIN™ Member in good standing, my license to teach Zumba classes will never expire.

If I take advantage of the ZIN™ Membership auto-renew discount option, I understand that I will have ongoing, uninterrupted access to all ZIN Membership tools and support once I complete the Licensing Program. I further understand that my ZIN Membership will automatically renew on a month-to-month basis in exchange for a monthly fee and that I can cancel my ZIN Membership at any time in accordance with Zumba's Cancellation Policy, which appears below.

I understand that the Licensing Program is available to people worldwide, with the exception of people residing in China, Japan, Taiwan and in all countries in which the United States restricts trade (e.g., Cuba, Iran, North Korea, Syria, and Sudan).

## **PAYMENT TERMS AND CONDITIONS**

In addition to the payment terms set forth in the General Terms and Conditions above, I agree to the following:

I understand that if I have selected the auto-renew discount, that my ZIN™ Membership will automatically renew on a monthly basis and that Zumba will automatically charge the full amount of Payment to my Payment Method each time my Membership renews, unless I cancel according to the terms and conditions stated below.

Payments, Payment Account and Payment Method. I agree that the Payment Method specified by me for automatic Payments to Zumba is, and will continue to be, an account that I own, and that I will maintain sufficient availability under my credit card limit, or sufficient funds in the account linked to my debit card or other method of payment, as applicable, to make my Payments. The automatic charge to my Payment Method will occur each month on the Billing Date. In addition, I understand that Zumba may subscribe to an account updater service, which may be supported by my Payment Method issuer, such as my credit card provider or bank. If my Payment Account number or Payment Account expiration date changes, I understand and agree that my Payment Method issuer may notify Zumba of such changes in order for Zumba to update my Payment Account information on file and charge automatic Payments to my new Payment Account information.

Notification of Payments. With the exception of a confirmation email sent to me from Zumba confirming my auto-renew selection (if I selected the auto-renew discount option), I understand that I may not receive any receipt of payment emails to my Email Account notifying me that a Payment has been made. I acknowledge that such confirmation email may be my only notification from Zumba regarding my Payments. I further understand and agree that Zumba will not provide me with advance notification before a Payment is charged to my Payment Method.

Current Information. I understand that it is my responsibility to make sure that my Payment Method information and Email Account information are current at all times.

Payment Method Declined. If any Payment for my ZIN Membership charged to my Payment Method is declined, I authorize Zumba to make additional attempts each day for up to twenty (20) consecutive days thereafter to successfully charge my Payment Method, if possible. If Zumba is unable to successfully charge my Payment Method after such time, I authorize Zumba to reattempt Payment Method authorization as stated herein for two (2) additional consecutive months.

## **AUTO-RENEW / ZIN MEMBERSHIP CANCELLATION POLICY**

I understand that if I selected the auto-renew discount option that I can cancel auto-renew (and my ZIN™ Membership or access to the Licensing Program and to ZIN tools and support) at any time. However, I acknowledge and agree that I can ONLY cancel by calling the telephone number for my country of residence listed [here](#) (during applicable call center hours of operation). I further acknowledge and agree that I cannot cancel my membership online, by email, by letter, by leaving a voicemail, or by any other method. I understand that I must cancel more than twenty-four 24 hours before the 21<sup>st</sup> day of a calendar month, unless otherwise permitted under applicable law, or I will be charged for that month.

I understand that if I cancel auto-renew before completing the Licensing Program, I will immediately lose access to the Licensing Program and to all ZIN™ tools and support. In order to teach Zumba® classes, I acknowledge that I would have to register for, pay for, and complete another Licensing Program session.

I understand that if I cancel auto-renew at any time after completing the Licensing Program, I will no longer be a ZIN™ Member and will immediately:

- Lose my ability to teach Zumba® Classes and to use the Zumba® Brand Name.
- Lose all of my specialty licenses.
- Lose my class listing and instructor profile on Zumba.com, as well as my “Member Since” date.
- Lose my ability to use the Zumba Brand Name in the name of my social media pages or in my email address.
- Forfeit the rights granted under the ZIN License Agreement, including the use of the Zumba trademarks, logos and other marketing materials.
- Lose access to ZIN Now.
- Lose access to all Instructor-only Zumba Apps, including ZIN Play and ClassBuzz™.
- Lose ZIN Member only discounts (off of services and merchandise).
- Lose the ability to attend ZIN Jam Sessions, Zumba Instructor Conventions and other instructor-only events, including Zumba Academies.
- Must pay a USD \$175 reinstatement fee to regain my ZIN™ Membership in the future.

I acknowledge that Zumba’s failure to enforce any provisions of its Cancellation Policy shall not be construed as a waiver of its right to assert any such terms on any future occasion.

## **WAIVER AND RELEASE**

I hereby acknowledge and fully understand the potential dangers incidental to engaging in the fitness activities that take place during a Licensing Program session, and that such activities require physical effort and exertion. I acknowledge and understand that my participation in the Licensing Program could result in my exposure to personal injury and I also acknowledge that property losses can occur. For and in consideration of Zumba permitting me to enroll and participate in the Licensing Program, and in recognition of the possible dangers to which I

voluntarily subject myself in participating in the Licensing Program and related activities, I HEREBY AGREE AS FOLLOWS:

1. I knowingly, freely and voluntarily assume any and all risk related to the activities in which I participate resulting from my enrollment and participation in the Licensing Program.
2. I hereby voluntarily for myself, my spouse, assignees, heirs, guardians or personal representatives, from the date of entry into this Waiver and Release, hold Zumba and its agents, servants, officers and representatives blameless and waive any and all rights and causes of action and associated costs for any accident, injury, illness or death, occasioned by my participation in the Licensing Program, unless caused by the negligence of Zumba, its agents, servants, officers or representatives.
3. In the event I am injured, I voluntarily agree to assume any financial obligation, either through personal health insurance, or through some other means, for any medical costs which I incur and Zumba assumes no responsibility for any medical expenses, injury, or personal damage suffered by me in connection with the use of any facilities or services in connection with the Licensing Program, except where caused by its negligence.
4. I hereby voluntarily assume all risk of damage or loss to my property while participating in the Licensing Program and relieve Zumba from liability for any and all property damage or loss.

## **DEFINITIONS**

The capitalized terms used in these Zumba<sup>®</sup> Instructor Licensing Program Terms shall have the following meanings:

- “Billing Date” means the twenty-first (21st) day of a calendar month, upon which Zumba will charge a Payment to a Customer’s Payment Method.
- “Business Day” means Monday through Friday, excluding official U.S. government holidays and official Zumba corporate holidays.
- “Customer”, “you” and “your”, means the person, at least 18 years of age who has elected to enroll in Payments.
- “Email Account” means the email address you provided to Zumba.
- “Licensing Program” means the Zumba<sup>®</sup> Instructor Licensing Program.
- “Payment” means the automatic, recurring ZIN<sup>™</sup> Membership payment billed to your Payment Method.
- “Payment Account” means the account associated with the Payment Method from which Payments will be paid from.

- “Payment Method” means the credit or debit card information or information for other modes of payment made available to you by Zumba that you have provided to Zumba in order to be billed and charged for Payments.
- “Zumba” means Zumba Fitness, LLC or its affiliates, subsidiaries, or related entities.
- “ZIN<sup>™</sup>,” means the Zumba<sup>®</sup> Instructor Network.