

TERMS AND CONDITIONS

**Last updated October 14, 2021.*

GENERAL TERMS AND CONDITIONS

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 a Zumba® Basic 1 training (“B1”).

I hereby authorize Zumba to charge the Payment Method and its associated Payment Account that I have used to pay for the B1.

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, music, 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.

I understand that the Zumba Instructor License I receive when I complete the B1 is valid for a period of six (6) months from the date I complete the B1. I further understand that as long as I

am a ZIN™ Member in good standing, my license to teach Zumba classes will never expire.

I understand that upon registering for the B1 that I will have access to Pre-ZIN tools and support. I further understand that I cannot start teaching Zumba® classes until I have completed the B1. When I complete the B1, I acknowledge that I can begin teaching Zumba classes whenever I feel comfortable and ready.

I understand that if I successfully complete the B1 within 1-month of the date on which I register for the B1, beginning on the 21st of the month following the month in which I register, my ZIN Membership will automatically renew on a month-to-month basis and I will be automatically charged a monthly fee in exchange for my ZIN Membership.

I understand that if I do not complete the B1 within 1-month of the date on which I register for the B1, beginning on the 21st of the month following the month in which I register, I will be automatically a monthly fee until I successfully complete the B1 and then, upon completion of the B1, I will be charged that amount per month in exchange for my ZIN Membership.

I understand that I can cancel my B1 registration, access to Pre-ZIN tools and support and ZIN Membership at any time in accordance with the applicable terms set forth hereinbelow.

I understand that B1's are 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

By accepting these terms and conditions through the completion of your registration for a B1, selecting a payment method, and entering your payment information, you hereby authorize Zumba Fitness, LLC ("Zumba") to charge the selected payment method and the associated payment account you specified in your B1 registration. Zumba offers several payment methods you can use including, but not limited to, credit cards, debit cards, etc. Available payment methods vary by country. You understand that by registering for a B1 your payment information will be retained in your account in the event you want to authorize its use in connection with future transactions with Zumba and for use in connection with your monthly auto-renew payments for Pre-ZIN tools and support and/or for your ZIN Membership. Any coupon or promotional code for a discount off of the price of a B1 must be used at the time you pay for your original B1. Coupon and promotional codes cannot be applied once a payment is made for a B1.

In addition to the payment terms set forth above, I also agree to the following:

I understand that my access to pre-ZIN tools and support as well as 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 month on the Billing Date (following the month I register to a B1), 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, 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 access to Pre-ZIN tools and support and/or 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

LICENSE INFORMATION

Participants attending and successfully completing a B1 will receive a Zumba® Instructor License. This document grants you the right to teach basic Zumba® classes for up to six (6) months (6 months from the date of the Licensing Program) and a limited non-transferable license to use the ZUMBA® trademark on your individual class schedule (proper use: Zumba® class).

Upon registering for a B1, you will also be automatically enrolled in the Zumba Instructor Network (ZIN™) and you will receive access to Pre-ZIN tools and support immediately. Upon successful completion of the B1, you will automatically become a ZIN Member. Your membership allows you to teach Zumba® classes for a lifetime as long as you remain a ZIN Member in good standing. In addition, you will be granted a limited non-transferable license to use the Zumba® trademarks and logos, slogans, music, images and our world-class marketing materials.

ZIN Members attending and completing a Specialty Licensing Program (i.e., Aqua Zumba®, Zumba® Toning, Zumba Gold®, Zumba® Kids & Zumba® Kids Jr., Zumba® Step, Zumba® Gold-Toning or any other Specialty created by Zumba) will receive the corresponding 'Certificate of Completion'. This certificate grants you the right to teach the corresponding specialty Zumba classes for as long as you are a ZIN Member in good standing. You cannot transfer this right to any other person, company or association.

CANCELLATION, TRANSFER, RESCHEDULING AND NO SHOW POLICIES

Canceling a B1 Registration - You can cancel a Licensing Program registration at any time prior to the date of your original B1. If you cancel your registration within such time frame, you will be refunded the amount you paid for your B1 registration less a \$100.00 USD processing fee. For example, if you paid \$250.00 USD for your registration, you will receive a refund of \$150.00 USD. If you choose to process your cancellation by phone, an additional \$15.00 USD processing fee will apply. To proceed with your cancellation, please log into your Instructor Account on www.zumba.com. You CANNOT cancel a registration after the date of your B1 session; accordingly, NO refunds will be issued once the B1 date passes. ***Please be advised that if you cancel your B1 registration, your access to Pre-ZIN tools and support will automatically be canceled; however, NO REFUNDS will be given on any payments made for access to Pre-ZIN tools and support.***

Transferring to a New B1 - You can put your registration “on hold” any time prior to the date of your original B1 for the sole purpose of transferring to another B1. If you do not put your registration “on hold” prior to the date of your original B1, and you do not attend the B1, your registration will automatically be put “on hold” and you will NOT receive a refund. Once you go “on hold”, you will have one (1) year from the date you originally registered for a B1 session to transfer to another B1. If you transfer to another B1 using Zumba’s online self-serve option, you will incur a \$30.00 USD processing fee. If you choose to process your transfer by phone, an additional \$15.00 USD processing fee will apply. When transferring to a new B1, you are

responsible for any difference in price between the original B1 you had registered for and the B1 you are transferring to. To proceed with your transfer, please log into your Instructor Account on www.zumba.com. If you do not transfer to and successfully complete a B1 within one (1) year from the date you originally registered for a B1, your ability to transfer to a new B1 expires and you will lose the money you paid for the B1. ***Please be advised that if you transfer to a new B1, your access to Pre-ZIN tools and support (and your corresponding monthly payment for such access) will automatically continue until you successfully complete a B1 unless you cancel such access in accordance with the terms hereof.***

Rescheduling a B1 – Zumba reserves the right to cancel and/or reschedule a B1 at any time. Any registration fees paid by you to Zumba for a cancelled B1 will be refunded or may be transferred in the event of rescheduling. If you cannot attend the rescheduled B1 on its new date, you may transfer the registration fee to another B1 or request a refund. Zumba is not responsible for any costs incurred by you relating to the cancellation or rescheduling of a B1 (e.g. travel expenses, hotel costs, change and cancellation fees, etc.). ***Please be advised that if a B1 is rescheduled by Zumba, your access to Pre-ZIN tools and support (and your corresponding monthly payment for such access) will automatically continue until you successfully complete a B1 unless you cancel such access in accordance with the terms hereof.***

No Show Fee – You are able to cancel your B1, transfer to another training or put it on hold up until 24 hours before the B1 start time. If you do not cancel, transfer or put your registration on hold prior to 24 hours before the B1 start time and you do not show up for the B1, you will be charged a \$30.00 USD "No Show Fee". The \$30.00 USD will be deducted from the amount you paid for the B1. As a result, the amount you will have available to apply toward the cost of another B1 or get refunded (less the cancellation fee) will be reduced accordingly. ***Please be advised that if you do not show-up to your B1, your access to Pre-ZIN tools and support (and your corresponding monthly payment for such access) will automatically continue until you successfully complete a B1 unless you cancel such access in accordance with the terms hereof.***

If your payment is processed in U.S. Dollars as indicated in the check-out page, even though the price may have been shown in your local currency, the amount refunded or transferred per the Cancellation, Transfer, and Rescheduling Policy set forth herein will be calculated and processed in U.S. Dollars. Zumba is not responsible for the effect this may have on the amount refunded or transferred when converted to your local currency due to currency fluctuations.

PERSONAL INFORMATION

In order to maintain the quality and value of the B1 and the ZIN™ Program, Zumba may provide your personal information, including, but not limited to your name and email address, to thirdparties solely for the purpose of them sending you surveys and questionnaires on behalf of Zumba. The provision of such information shall be governed by the Zumba's privacy policy, which is available on www.zumba.com. By registering for a B1, you consent to Zumba providing your personal information, as described above, to such third parties.

WAIVER AND RELEASE

For and in consideration of Zumba Fitness, LLC (“Zumba”) permitting me to enroll, attend and participate in the B1, I hereby agree to the following:

I hereby voluntarily indemnify, release from liability, and hold harmless Zumba, Zumba® Educational Specialist(s), and the venue for any accident, injury, illness, death, loss, damage to person or property, or other consequences suffered by me arising or resulting directly or indirectly from my attendance at and/or participation in the B1. If I am injured at the B1 or become ill as a result of attending the B1, I agree to assume any financial obligations, either through my personal health insurance, or through some other means, for any medical costs I incur. I understand, acknowledge and agree that Zumba and the venue assume no responsibility for any medical expenses, injury, illness, or damage suffered by me or someone related to or associated with me in connection with my attendance at the B1. In addition, I acknowledge, understand and agree that there is an inherent risk of exposure to COVID-19 and/or other viruses in any public place where people are present and, accordingly, attending the B1 could increase the risk that I, or someone related to or associated with me, contracts COVID-19 or another virus.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, my immediate or extended family or any other person related or associated to me (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind and not exclusively as related or resulting from COVID19 or another virus, that I, my immediate or extended family or any other person related or associated to me may experience or incur in connection with my attendance at the B1, including but not limited to, any accident, injury, illness, death, loss, damage to person or property, or other consequences suffered by me or any other person arising or resulting directly or indirectly from my participation in the B1 (“Claims”). On my behalf, and on behalf of my immediate or extended family or any other person related or associated with me, I hereby release, covenant not to sue, discharge, and hold harmless Zumba and the venue, as well as their employees, agents, representatives, and independent contractors, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of Zumba and/or the venue, as well as their employees, agents, representatives, and independent contractors, whether a COVID-19 or other infection occurs before, during, or after my attendance at and/or participation in the B1.

AUTO-RENEW / ZIN MEMBERSHIP CANCELLATION POLICY

I understand that I can cancel auto-renew (and my ZIN™ Membership or access to the Pre- ZIN tools and support) at any time. ***NO REFUNDS WILL BE ISSUED FOR ANY PAYMENTS YOU MAKE PRIOR TO CANCELLATION.*** 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 online, by email, by letter, by leaving a voicemail, or by any other method. I understand that I must cancel more than 24 hours before the 21st 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 B1, I will immediately lose access to the all Pre-ZIN tools and support.

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 (if my B1 6-Month Zumba Instructor License has expired).
- 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.

DEFINITIONS

The capitalized terms used herein 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.
- “Payment” means the automatic, recurring Pre-ZIN tools and support and/or ZIN™ 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™” means the Zumba® Instructor Network.

