STRONG NATION® LICENSING PROGRAM AND MEMBERSHIP TERMS

Effective as of November 20, 2023

GENERAL TERMS AND CONDITIONS

I understand and agree that these Licensing Program and Membership Terms relate to registrations for live in-person, live virtual, and on-demand STRONG Nation Licensing Program sessions. Unless otherwise noted, a reference to "Licensing Program" includes live in-person, live virtual, and on-demand sessions. Moreover, a reference to a "live" Licensing Program session relates to both live in-person and live virtual sessions. By their context, certain of the Terms set forth herein relate only to certain types of Licensing Program sessions (e.g., the inclement weather policy only applies to live Licensing Program sessions and not to on-demand sessions). If you have any questions concerning these Terms, please contact ip@zumba.com.

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 to attend a Licensing Program session. A 17-year old may attend a Licensing Program session, but he/she must have a letter from his/her parent or legal guardian, and both parent and child must sign a liability waiver form at or prior to the session. If you are 17 years old, please contact the STRONG Nation® Master Trainer of the Licensing Program for more information.

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 STRONG Nation® 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 STRONG Nation® classes according to the laws and regulations where I conduct business or teach, or any requirements of my employer.

To participate in a live virtual or on-demand Licensing Program session, I understand that I must have access to a computer with Internet access (and room to move).

I understand that there is no time limit for completing the on demand Licensing Program.

I 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.

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

I understand that the STRONG Nation 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 when I complete the Licensing Program I will become a SYNC Member and as long as I am a SYNC Member in good standing, my license to teach STRONG Nation classes will never expire.

I understand that I will have ongoing, uninterrupted access to all SYNC Membership tools and support once I complete the Licensing Program. I further understand that my SYNC Membership will automatically renew on a month-to-month basis in exchange for a monthly fee and that I can cancel my SYNC 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, Russia, and in all countries in which the United States restricts trade (e.g., Cuba, Iran, North Korea, Syria, and Sudan).

PERSONAL INFORMATION

In order to maintain the quality and value of the Licensing Program and the SYNC Network Membership Program, Zumba may provide your personal information, including, but not limited to your name and email address, to third-parties solely for the purpose of analytics tracking and for certain third-parties to send you surveys and questionnaires on behalf of Zumba. The provision of such information shall be governed by Zumba's privacy policy, which is available on www.strongnation.com. By registering for a Licensing Program, you consent to Zumba providing your personal information, as described above, to such third parties.

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 my SYNC 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 payment plan, 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.

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

<u>Payment Method Declined</u>. If any Payment for my SYNC 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 / SYNC MEMBERSHIP CANCELLATION POLICY

I understand that I can cancel auto-renew (and my SYNC Membership or access to the Licensing Program and to pre-SYNC 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 1st 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 pre-SYNC tools and support. In order to teach STRONG Nation®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 SYNC Member and will immediately:

- Lose my ability to teach Zumba® Classes and to use the Zumba®Brand Name (if my 6-Month STRONG Nation Instructor License has expired).
- Lose my class listing and instructor profile on strongnation.com, as well as my "Member Since" date.
- Lose my ability to use the STRONG Nation Brand Name in the name of my social media pages or in my email address.
- Forfeit the rights granted under the SYNC License Agreement, including the use of the STRONG Nation trademarks, logos and other marketing materials.
- Lose access to SYNC Now.
- Lose access to all Instructor-only Zumba Apps, including SYNC Go and ClassBuzzTM.
- Lose SYNC Member only discounts (off of services and merchandise).
- Lose the ability to attend SYNC Labs, the SYNC Summit, and other instructor-only events.
- Must pay a USD \$175 reinstatement fee to regain my SYNC 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.

Cancelation, Transfer, Rescheduling, and No-Show Policies for Live Program Sessions

<u>Canceling a live Licensing Program Registration</u> - You can cancel a live Licensing Program registration at any time prior to the date of your original Licensing Program session. If you cancel your registration within such time frame, you will be refunded the amount you paid for your Licensing Program 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.strongnation.com. You CANNOT cancel a registration after the date of your Licensing Program session; accordingly, NO refunds will be issued once the Licensing Program date passes.

Transferring to New Licensing Program - You can put your registration "on hold" any time prior to the date of your original live Licensing Program session for the sole purpose of transferring to another Licensing Program session. If you do not put your registration "on hold" prior to the date of your original live Licensing Program session, and you do not attend the live Licensing Program, 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 live Licensing Program session to transfer to another Licensing Program. If you transfer to another Licensing Program using Zumba's online self-serve option, you will incur a \$15.00 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 Licensing Program session, you are responsible for any difference in price between the original Licensing Program session you had registered for and the Licensing Program session you are transferring to. For example, if you signed up at an early bird rate and the new Licensing Program session is at a rush rate, you will be charged the difference in addition to the applicable processing fee(s). To proceed with your transfer, please log into

your Instructor Account on www.strongnation.com. If you do not transfer to and successfully complete a Licensing Program within one (1) year from the date you originally registered for a Licensing Program session, your ability to transfer to a new Licensing Program session expires and you will lose the money you paid for the Licensing Program.

Rescheduling a Licensing Program – Zumba reserves the right to cancel and/or reschedule a live Licensing Program session at any time. Any registration fees paid by you to Zumba for a canceled live Licensing Program session will be refunded or may be transferred in the event of rescheduling. If you cannot attend the rescheduled live Licensing Program session on its new date, you may transfer the registration fee to another Licensing Program session or request a refund. Zumba is not responsible for any costs incurred by you relating to the cancelation or rescheduling of a live Licensing Program (e.g. travel expenses, hotel costs, change and cancellation fees, etc.).

No Show Fee — You are able to cancel your live Licensing Program registration, transfer to another Licensing Program or put it on hold up until 24 hours before the Licensing Program start time. If you do not cancel, transfer or put your registration on hold prior to 24 hours before the Licensing Program start time and you do not show up for the Licensing Program, 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 Licensing Program session. As a result, the amount you will have available to apply toward the cost of another Licensing Program session or get refunded (less the cancellation fee) will be reduced accordingly.

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.

Inclement Weather Policy - Zumba, in conjunction with the Licensing Program session host facility, will determine if a live in-person Licensing Program session is canceled, the participants will be notified by 8pm the evening before the Licensing Program. If the live in-person Licensing Program session is not canceled, but the weather becomes severe overnight, the STRONG Nation Master Trainer will send an email to all participants the morning of the Licensing Program session. In any event, a participant should not take any risks to his/her safety. If the live in-person Licensing Program is canceled, the Master Trainer will contact each participant to discuss transfer or refund options (processing fees will be waived). If the live in-person Licensing Program is not canceled, and a participant cannot make it due to inclement weather in his/her area, the Master Trainer will contact the participant after the Licensing Program to discuss options. Zumba is not responsible for any costs incurred by you relating to the cancellation or rescheduling of a Licensing Program session due to inclement weather.

DEFINITIONS

The capitalized terms used in these 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 STRONG Nation® Instructor Licensing Program (also referred to as STRONG Nation® On Demand Licensing Program).
- "Payment" means the automatic, recurring SYNC 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.
- "SYNC" means the STRONG Nation® Instructor Network.
- "Zumba" means Zumba Fitness, LLC or its affiliates, subsidiaries, or related entities.