



Effective Date: October 1, 2026

Version: 2026.1

This Membership & Services Purchase Agreement (“Agreement”) is entered into by and between DMN8 (“DMN8,” “we,” or “us”) and the individual purchasing or using a DMN8 Product (“Customer,” “you,” or “your”). “DMN8 Products” include memberships, class or service packs, passes, drop-in visits, individual reservations, and other paid access to DMN8 services. By purchasing or using a DMN8 Product, you agree to the terms below.

1. Product Terms & Applicability

1.1. DMN8 may offer recurring memberships, fixed-term memberships, packs, passes, drop-ins, individual reservations, promotional products, and other forms of paid access. The specific price, duration, included credits or visits, expiration terms, billing frequency, renewal terms, and other product-specific conditions displayed at the time of purchase form part of this Agreement.

1.2. Not every provision of this Agreement applies to every DMN8 Product. Provisions concerning automatic renewal and membership cancellation apply only to recurring products. Provisions concerning rollover apply only to products that expressly include rollover. Product-specific terms displayed at purchase control for that DMN8 Product if they differ from a general term in this Agreement, unless prohibited by law.

1.3. DMN8 Products and associated credits, visits, or access rights are for the purchasing Customer unless the product expressly permits guest use or transfer. They may not be sold, shared, transferred, or exchanged except as expressly permitted by DMN8.

2. Recurring Memberships & Renewal

2.1. If a DMN8 Product is identified at purchase as recurring or automatically renewing, it will renew at the end of each applicable billing or renewal period unless cancelled in accordance with this Agreement. The applicable price and billing or renewal period will be disclosed at purchase.

2.2. DMN8 may change the price of a recurring membership upon advance notice as required by applicable law. Any price change applies prospectively and does not alter charges already incurred.

2.3. A recurring membership continues until cancelled by the Customer, terminated by DMN8, or otherwise ended in accordance with the product terms or applicable law.



3. Membership Cancellation

3.1. Customers with a recurring membership may cancel at any time through the cancellation method made available in their DMN8 account or through any other cancellation method required by applicable law.

3.2. Cancellation stops future renewals. Unless otherwise required by law or expressly stated at purchase, cancellation does not end the current paid membership period early, and access remains active through the end of that period.

3.3. No refund or prorated credit will be issued solely because a Customer cancels before the end of a paid membership period or fails to cancel before a renewal, except where required by law.

3.4. After the final membership period ends, remaining membership credits expire and are not restored through a future reactivation or new membership purchase unless expressly stated otherwise.

4. Packs, Passes, Drop-Ins & Other Non-Recurring Products

4.1. Unless expressly identified at purchase as recurring, packs, passes, drop-ins, individual reservations, and other non-recurring products do not automatically renew.

4.2. Packs, passes, credits, visits, and other non-recurring products are valid for the period or expiration date disclosed at purchase. Unused visits or credits expire at the end of that period except where otherwise required by law.

4.3. Unless otherwise stated at purchase or required by law, purchases are non-refundable and have no cash value. Unused or expired credits, visits, passes, or reservations are not redeemable for cash.

4.4. Purchasing a new pack, pass, membership, or other product does not restore previously expired credits or visits unless DMN8 expressly states otherwise.

5. Membership Pausing / Holds

5.1. Membership pauses or holds are not available unless DMN8 expressly offers a pause option for the applicable membership or a pause is required by applicable law. Any offered pause is subject to the terms disclosed when the pause is requested.



6. Reservations, Attendance & Cancellation Policy

6.1. Customers must cancel classes, training sessions, facility reservations, or other booked services within the applicable cancellation window displayed in the DMN8 booking experience or otherwise communicated by DMN8.

6.2. DMN8 reserves the right to assess fees for late cancellations and no-shows in accordance with its then-current reservation and cancellation policies. Current policies, cancellation windows, and applicable fees are available at dmn8.com/pricing.

6.3. Late-cancellation and no-show fees, when assessed, are non-refundable except where required by law.

6.4. When DMN8 assesses a late-cancellation or no-show fee for a reservation originally booked using credits, the credits used for that reservation will be returned to the Customer's account, subject to the expiration and other rules applicable to those credits.

7. Credits, Rollover & Guest Passes

7.1. Certain DMN8 Products may include credits used for classes, training, facility access, recovery services, or other eligible services. The number of credits, eligible uses, expiration, and other restrictions are determined by the product purchased and the terms disclosed at purchase.

7.2. For memberships that permit rollover, Customers may roll over up to one membership period's allotment of unused credits into the next applicable membership period, unless different rollover terms are disclosed at purchase. Credits exceeding the applicable rollover limit expire automatically.

7.3. Membership rollover credits may be used only while an eligible membership remains active. Upon expiration or termination of membership access, unused membership rollover credits expire unless otherwise required by law or expressly stated by DMN8.

7.4. Credits purchased through a pack or other non-recurring product are governed by the expiration and usage terms applicable to that product and do not receive membership rollover treatment unless expressly stated.

7.5. Some DMN8 Products may include guest passes. Unless expressly stated otherwise, guest passes have no cash value, do not roll over, and are valid only during the period in which they are issued.

7.6. Guest passes may not be sold, exchanged, redeemed for cash, products, or other services, or transferred except as expressly permitted by DMN8.



8. Payment Authorization & Fees

8.1. By purchasing a DMN8 Product, you authorize DMN8 and its payment processor to store your authorized payment method and charge it for amounts you owe in connection with your purchase or use of DMN8 services, including product and renewal charges, applicable late-cancellation or no-show fees, taxes, add-on services, and other charges you expressly authorize.

8.2. Payments made by credit card may be subject to a credit card processing fee or surcharge where permitted by law. Any applicable fee will be disclosed before the transaction is completed. Credit card fees are not applied to eligible debit card transactions.

8.3. If a payment fails, DMN8 may retry the authorized payment method and may suspend applicable access or services until the outstanding balance is paid. Cancellation, expiration, or termination of a DMN8 Product does not eliminate amounts previously incurred or otherwise owed.

8.4. Customers must maintain a valid, authorized payment method on file when required for an active recurring product.

9. Health, Safety & Assumption of Risk

9.1. You represent that you are physically able to participate in the DMN8 activities you choose and are responsible for determining whether participation is appropriate for you, including consulting a physician or other qualified professional when appropriate.

9.2. You voluntarily assume the risks associated with fitness activities, classes, training sessions, recovery services, equipment use, and use of DMN8 facilities.

9.3. To the fullest extent permitted by law, DMN8 is not liable for injury, property loss, or death arising from participation, misuse of equipment or facilities, or failure to follow safety instructions. Any separate waiver or release executed by you remains in effect according to its terms.

9.4. Additional waivers, acknowledgments, or safety requirements may apply to specific activities or services.

9.5. Customers must be at least 18 years of age to purchase or use DMN8 Products unless DMN8 expressly offers a product or service to minors subject to appropriate parent or guardian consent.

10. Facility, Programming & Customer Conduct

10.1. Customers and guests must follow all posted rules, safety guidelines, staff or instructor directions, and facility policies.



10.2. Class schedules, instructors, operating hours, amenities, equipment, and services may change from time to time. Individual changes to programming, scheduling, instructors, amenities, or equipment do not by themselves create a right to a refund or credit, except where required by law.

10.3. DMN8 may deny access, suspend or revoke access or products, or remove individuals who act disrespectfully, disruptively, unsafely, aggressively, abusively, unlawfully, or in violation of DMN8 policies or reasonable standards of conduct, subject to applicable law.

11. Billing Concerns & Payment Disputes

11.1. Customers are encouraged to contact DMN8 directly regarding billing concerns so DMN8 has an opportunity to investigate and resolve the issue.

11.2. DMN8 may rely on its payment, booking, reservation, check-in, and account records when investigating billing or attendance questions.

11.3. Nothing in this Agreement limits any right a Customer may have under applicable law or applicable payment-card or financial-institution rules to dispute an unauthorized, incorrect, or otherwise disputable charge.

11.4. DMN8 may suspend access while a legitimately owed balance remains unpaid and may pursue collection of amounts lawfully due, subject to applicable law.

12. Photography, Video & Media

12.1. DMN8 may capture photography or video at its facilities for operational, community, or promotional purposes.

12.2. You consent to incidental inclusion of your image, likeness, or voice in such media and grant DMN8 a royalty-free license to use such incidental media for lawful promotional, commercial, or operational purposes.

12.3. You may withdraw consent for future use by submitting a written request to DMN8. Withdrawal does not apply retroactively to media already lawfully created, published, or incorporated into existing materials.

12.4. DMN8 will reasonably accommodate Customers who communicate that they do not wish to be intentionally featured in promotional photography or video.



13. Suspension & Immediate Termination

13.1. DMN8 may immediately suspend or terminate a Customer's access, membership, pack, pass, reservation privileges, or other DMN8 Product for serious or repeated misconduct, including harassment or threatening behavior; filming others without permission; violence, theft, or vandalism; unsafe conduct; abuse of staff or other Customers; intoxication or substance-related impairment; fraud; or material violation of DMN8 policies.

13.2. Suspension or termination for misconduct may take effect immediately upon notice. Refund eligibility, if any, will be determined in accordance with applicable law and the circumstances of the termination.

14. Changes to Terms & Policies

14.1. DMN8 may update operational policies and these terms from time to time. DMN8 will provide notice of material changes when required by applicable law.

14.2. Changes to recurring product pricing, renewal terms, or other material automatic-renewal terms will be communicated and implemented in accordance with applicable law.

14.3. Continued use of DMN8 services after an effective change may constitute acceptance to the extent permitted by law; however, nothing in this section eliminates any consent or notice requirement imposed by applicable law.

15. Electronic Communications & Notices

15.1. You consent to receive purchase- and service-related notices and transactional communications electronically, including by email, through your DMN8/FitOS account, or through other contact methods you provide, subject to applicable law.

15.2. You are responsible for keeping your contact information current so DMN8 can provide billing, renewal, policy, reservation, and account notices.



16. Binding Arbitration Agreement

16.1. To the extent permitted by applicable law, disputes arising out of this Agreement, a DMN8 Product, or your use of DMN8 facilities or services shall be resolved through binding arbitration rather than in court, except for claims that may properly be brought in small claims court or where applicable law provides otherwise.

16.2. Arbitration will be conducted on an individual basis to the extent permitted by law. Any waiver of class, collective, or representative proceedings applies only to the extent enforceable under applicable law.

16.3. Unless the parties agree otherwise or applicable law requires otherwise, arbitration will take place in the county in which the applicable DMN8 facility is located.

16.4. Allocation of arbitration costs and attorneys' fees will be governed by applicable law and the rules of the arbitration provider.

16.5. This section survives termination or expiration of any DMN8 Product or relationship with DMN8.

17. Governing Law & Severability

17.1. This Agreement is governed by the laws of the state in which the applicable DMN8 facility operates, without limiting any non-waivable rights provided by applicable law.

17.2. If any provision of this Agreement is found unenforceable, the remaining provisions will remain in effect to the fullest extent permitted by law.

18. Entire Agreement & Acceptance

18.1. This Agreement, together with the specific product terms disclosed at purchase, applicable waivers, and DMN8 policies incorporated by reference, governs the purchase and use of the applicable DMN8 Product. If a specific product term displayed at purchase conflicts with a general term in this Agreement, the specific product term controls for that product unless prohibited by law.

18.2. By checking the applicable agreement box, completing a purchase, or otherwise providing affirmative consent through the DMN8/FitOS purchase experience, you acknowledge that you have reviewed and agree to be bound by this Agreement and the product terms disclosed at purchase.