

# DMN8 Membership Agreement

This Membership Agreement ("Agreement") is entered into by and between DMN8 ("DMN8," "we," or "us") and the above-named individual ("Member," "you," or "your"). By purchasing a membership or participating in any DMN8 services via a membership product, you agree to the terms and conditions below.

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## 1. Membership Term & Renewal

1.1. Unless explicitly stated otherwise in the membership description at the time of purchase, all DMN8 memberships automatically renew at the end of each billing cycle at the then-current membership price.

1.2. Billing cycles begin on the date of purchase and continue every 28 days until cancellation by the Member.

1.3. Membership access is exclusively for the individual Member and may not be transferred, shared, or used by any other person.

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## 2. Membership Cancellation

2.1. Members may cancel at any time directly through their DMN8 account.

2.2. It is the Member's sole responsibility to submit, verify, and confirm cancellation through their account.

2.3. No refunds or prorated credits will be issued for failure to cancel a membership or failure to confirm a cancellation prior to renewal.

2.4. Membership cancellation does not take effect until the current billing cycle ends. Membership access remains active through that period. After the last cycle ends, all remaining credits expire and are not accessible, including through a future reactivation of a cancelled membership.

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### 3. Membership Pausing / Holds

3.1. Pausing or placing a membership on hold is not allowed, unless explicitly mandated by state/federal law.

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### 4. Reservation, Attendance, and No-Show Policy

4.1. Members must cancel classes, training sessions, or reservations within the standard cancellation window posted on our booking system.

4.2. If a Member does not show up for a reservation, DMN8 reserves the right to charge a No-Show Fee of \$30.

***4.3. If a Member cancels late (after the cancellation window), DMN8 reserves the right to charge a Late-Cancellation Fee of \$20.***

4.4. No-Show and Late-Cancellation fees are not refundable under any circumstances.

4.5 Upon a fee being charged, members will be refunded the credits used to complete the original reservation

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### 5. Credits, Rollover, and Guest Passes

5.1. Certain memberships may grant credits used for classes, training, or facility access.

5.2. Members may roll over up to one (1) cycle's worth of unused credits into the next cycle. All additional credits expire automatically.

5.3. Rollover credits may only be used while membership remains active. Upon cancellation, all unused credits expire.

5.4. Some memberships may include guest passes. These passes:

- Have no cash value

- Do not roll over
- Are valid only during the cycle issued

5.5. Guest passes may not be transferred, sold, exchanged, or redeemed for products or services.

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## **6. Payment Authorization**

6.1. By becoming a Member, you authorize DMN8 to save and charge your card on file for:

- Membership fees
- Renewal fees
- No-Show and Late-Cancellation fees
- Applicable taxes or add-on services

6.2. If payment cannot be processed, membership access may be suspended until payment is collected.

6.3. To maintain a membership, members must keep an active credit card on file.

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## **7. Health, Safety, and Liability**

7.1. You attest that you are physically able to participate in DMN8 activities and are responsible for consulting your physician.

7.2. You voluntarily assume all risks associated with participation in fitness activities, classes, training sessions, and facility use.

7.3. DMN8 is not liable for injury, property loss, or death resulting from participation, misuse, negligence, or failure to follow safety instructions.

7.4. Additional waivers may be required for specific activities.

7.5. Members must be at least 18 years of age to join.

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## **8. Policies & Rules**

8.1. Members must follow all posted rules, safety guidelines, instructor directions, and facility policies.

8.2. DMN8 may deny access, revoke membership, or remove individuals who act disrespectfully, disruptively, unsafely, aggressively, abusively, or in violation of DMN8 culture and expectations, without refund.

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## **9. Chargebacks & Billing Disputes**

9.1. By becoming a Member, you agree not to initiate a chargeback or payment dispute for any charges consistent with this Agreement, including failure to cancel before renewal.

9.2. You agree that DMN8's booking system records, check-in logs, and account activity serve as the final, binding source of truth for billing and attendance.

9.3. Members must contact DMN8 directly to resolve billing concerns before initiating any dispute with their bank or card issuer.

9.4. Unauthorized or improper chargebacks may result in suspension of membership and recovery of fees, including collection costs.

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## **10. Photography, Video & Media Consent**

10.1. You acknowledge that DMN8 routinely records video and captures photography for marketing, operations, and community content.

10.2. You consent to incidental inclusion of your image, likeness, or voice in such media.

10.3. You grant DMN8 a perpetual, royalty-free license to use such media for promotional, commercial, or operational purposes.

10.4. You may withdraw consent only via written request, which does not apply retroactively to existing media.

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## **11. Immediate Termination**

11.1. DMN8 may immediately terminate membership, without refund, for:

- Harassment or threatening behavior
- Filming others without permission
- Violence, theft, or vandalism
- Unsafe conduct
- Staff abuse or disrespect
- Intoxication or substance-related impairment
- Violation of DMN8's membership code of conduct

11.2. Termination takes effect immediately upon notice.

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## **12. Changes to Terms**

12.1. DMN8 may modify pricing, policies, or terms at any time with notice via email or member account.

12.2. Continued use of the membership constitutes acceptance.

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## **14. Binding Arbitration Agreement**

14.1. Any dispute arising out of this Agreement, your membership, or your use of DMN8 facilities shall be resolved exclusively through binding arbitration.

14.2. Arbitration shall be conducted on an individual basis; class actions and collective claims are waived.

14.3. The arbitration venue shall be the county in which the DMN8 facility is located.

14.4. Each party is responsible for its own legal fees unless otherwise required by law.

14.5. This clause survives termination of membership.

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## 15. Governing Law

This Agreement shall be governed under the laws of the state in which the DMN8 facility operates.

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**By checking your agreement during purchase or use of our booking system, you agree to be bound by this Membership Agreement.**