

## EQUINOX MEMBER POLICIES

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Summarized below are key policies, rules and expectations of Equinox (“Equinox” and the “Equinox Policies”). These apply to all members of Equinox Fitness Clubs, Equinox Sports Clubs and E by Equinox (each a “Club”) and help make an exceptional experience for everyone, so please read them carefully. Under your Membership Agreement, you are responsible for complying with all Equinox policies, including without limitation those outlined in this document, and Equinox reserves the right to cancel, revoke or suspend your membership for any violation of the Equinox Policies.

### ACCESSING CLUBS

**Check-In:** You are required to check in at the front desk upon entry to any Club and, in order to access and use the Club, to display your membership card, key fob, mobile app barcode or other access and identification method made available by Equinox. If you leave and re-enter a Club you will need to check back in with the front desk.

**Identification:** Equinox reserves the right to require you to maintain a photo or copy of your photo identification on-file with Equinox and/or to show photo identification or otherwise verify your identity before entering any Club.

**Good Standing:** Equinox reserves the right to prohibit you from accessing and entering any Club if there are any outstanding past-due/overdue amounts payable to Equinox or your membership is otherwise not in good standing.

**Guests:** As part of your membership you may receive certain privileges to periodically bring a guest to a Club. You must accompany your guest, and all guests will be required to check in at the front desk, present proper photo identification, and sign a Guest Waiver in order to access and use the Club. Guest must comply with all applicable Equinox Policies while accessing and using a Club. Without limitation to any additional Equinox Policies, Equinox reserves the right to, in its discretion, (1) limit the Clubs and/or hours available to guests; (2) limit the number of times any one individual may access Equinox as a guest; and (3) prevent any individual from accessing Equinox as a guest.

**Cancellation Due to Relocation:** You may cancel your membership at any time during or after the initial twelve (12) month commitment period if you move your residence more than twenty-five (25) miles from your Home Club or your “preferred” Club (as determined and shown by Equinox’s records). You must provide Equinox with reasonable proof of your new residency. This cancellation policy is in addition to any cancellation provisions in your Agreement; however, Equinox reserves the right, in its discretion, to limit, modify, or revoke this policy at any time and without further notice to you, subject to applicable law.

### USING CLUBS

**Member Conduct:** You are expected to act in a respectful and socially acceptable manner while using Clubs and to be mindful of other individuals’ physical and personal space. You may not engage in behavior or conduct that Equinox, in its discretion, considers unruly or inappropriate, including without limitation harassing, badgering, antagonizing, taunting, threatening, abusing, touching, or otherwise acting in an aggressive, unsportsmanlike, indecent or inappropriate manner towards any other member, guest, employee or other individual. Equinox reserves the right to remove you from any Club and/or revoke, cancel, suspend or otherwise limit your membership, and/or notify law enforcement authorities if you engage in any conduct or behavior that Equinox, in its discretion, considers inappropriate, indecent, unsafe, unlawful or otherwise in violation of Equinox Policies.

**No Cell Phone and Camera Use in Private Areas:** Using cell phones, cameras or any other recording devices in Equinox locker rooms and other private spaces like spa treatment rooms is strictly prohibited. Using cell phones, cameras and other recording devices in Kids Club/For Kids Only locations, in pool areas and during group fitness classes is also prohibited.

**Other Cell Phone and Camera Use:** As a courtesy to other members, you may not speak on your cell phone, or utilize any video chat application, while on the Club floor. You may take photos or videos in public areas of Clubs (including without limitation Club floors, studios, juice bars and cafes and the Shop) solely for your personal use. You may not take photos or videos in Clubs to promote your or any third party's business, products or services. Use of any lighting, tripods or other such equipment is prohibited. You are expected to be respectful of other members, and you may not intentionally film another individual without their permission. If you post online or on social media a photo or video that was taken in a Club and another individual appearing in that content complains, Equinox reserves the right to ask you to remove the post.

**Lockers; Laundry:** Lockers are provided solely for your benefit and convenience. You are responsible for locking your locker and may be required to provide your own lock. Equinox will remove any articles left in a locker overnight. Certain lockers may be rented for an additional, non-refundable fee, subject to additional terms and conditions set forth in the required Locker Rental Agreement. In addition, if you rent a locker, you may also obtain laundry services for an additional, non-refundable fee, subject to additional terms and conditions set forth in the required Locker Rental Agreement. Equinox is not liable for any loss of or shrinkage or damage to your items while being laundered.

**Personal Property:** You should avoid bringing valuables onto Club premises. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EQUINOX WILL NOT BE LIABLE FOR THE LOSS OR THEFT OF, OR DAMAGE TO, ANY PERSONAL PROPERTY OF YOU OR YOUR GUESTS, INCLUDING WITHOUT LIMITATION ANY ITEMS LEFT IN LOCKERS, LOCKER ROOMS, SPA TREATMENT ROOMS, STUDIOS, WITH THE COAT CHECK OR ELSEWHERE IN ANY CLUB.

**Dress Code:** You are required to wear appropriate athletic attire and footwear when using any Club equipment and participating in any group fitness class, training session or other activity. Appropriate swimwear and swim caps are required to enter and use Club pools. Equinox may deny you use of its Clubs if you do not wear proper attire and footwear, as determined in Equinox's discretion. In certain group fitness classes, such as yoga, the instructor may require you to remove footwear for the class as a condition of participation.

**Group Fitness Classes:** Certain group fitness classes require advance booking and reservation, and you will not be permitted to participate in these classes unless you have properly booked and reserved your spot. You may book one (1) class online per class category. Equinox may give away your reserved spot if you are not in the class at class start time. If you book online (including through our mobile app), you may cancel a booked class up to three (3) hours before the class starts. If you do not cancel within this allotted time period or check in by the start of class, you will be considered as having "missed" your booked class. **If you miss three (3) bookings within a thirty (30) day period, you will be prohibited from booking classes online for a period of seven (7) days.** Please avoid entering a class late or leaving a class early, as this is disruptive to other members' experience.

**No Outside Trainers:** Use of personal trainers who are not employed by Equinox is strictly prohibited at all Clubs. You may not provide personal training services to, or receive personal training services from, any other member or guest, regardless of whether a fee is charged.

**Children:** Children under fifteen (15) years of age are not permitted to use Club facilities, locker rooms and equipment, unless they are participating in children-specific programming offered by Equinox. You, as a child's parent or legal guardian, will be required to sign a waiver and release form on behalf of your child before your child may participate in any children's programming. All youth programs are provided solely as a convenience while you are at and using a Club and you are strictly prohibited from leaving Club premises while your child is in the Kids' Club facility, unless otherwise expressly stated. Except when in For Kids Only and Kids Club facilities, children must be accompanied by a parent or legal guardian at all times. Equinox reserves the right to, in its

discretion, prohibit any child who is disruptive, unsupervised, sick, or otherwise interfering with the Club's operations from participating in children's programming.

**Weapons:** Firearms and other weapons are strictly prohibited from being brought into Club facilities, even if you have a permit to carry a concealed weapon.

**Service Animals and Pets:** Service animals that are individually trained to work or perform tasks for individuals with disabilities ("**Service Animals**") are permitted to accompany members (or other Club guests) with disabilities to all areas of the Club open to members. Equinox may ask you to remove your Service Animal if, in Equinox's discretion, the animal is out of control and you do not take effective action to control it, if the animal is not housebroken, if the animal poses a direct threat to the health or safety of others or if the animal's behavior otherwise fundamentally alters the nature of the Club's business. Equinox reserves the right to charge you for any actual damage caused by your Service Animal. **For the safety of our members and the animals, pets and "emotional support animals" are not permitted in any area of our Clubs.**

## ANCILLARY SERVICES

**Training and Pilates Session Payment:** You are required to pay for personal training and Pilates sessions ("**Sessions**") on or before the date of the Session. Equinox reserves the right to cancel any scheduled Session for which no payment has been received by twenty-four (24) hours prior to the Session. If you use a Session that was not otherwise paid for, Equinox will charge the credit card or other account then on-file with Equinox.

**Session Cancellation:** You may cancel or reschedule your Session **up to twenty-four (24) hours before** the Session is due to start. You will be charged for the full cost of the Session if you cancel or reschedule with less than twenty-four (24) hours' prior notice or if you fail to show up to your Session. You are not entitled to any refund for or reinstatement of any late-cancelled or missed Session.

**Expiration of Sessions:** All Sessions **expire six (6) months after the date of purchase**, unless prohibited by law or a different expiration date is expressly stated in writing by Equinox.

**No Refunds of Sessions:** All sales of Sessions are final and non-refundable, except as required by law. Sessions and Treatments have no cash value and are non-transferable and non-descendible. Sessions may be used only during the term of your membership. If you have any unused Sessions at the time your membership is cancelled, you will not be entitled to a refund except for certain limited circumstances expressly set forth in your Membership Agreement.

**Spa Treatment Booking and Payment:** You will be required to provide your credit card information in order to book an appointment for a spa treatment (a "**Treatment**"). You must check in at the front desk prior to your Treatment and check out at the front desk after your Treatment. If you fail to check out after your Treatment, Equinox will charge the payment information provided at the time of booking or, if such information is invalid, the credit card or other account then on-file with Equinox.

**Treatment Cancellation Policy:** You may cancel or reschedule your Treatment **up to twenty-four (24) hours before** the Treatment is due to start. You will be charged for the full cost of the Treatment if you cancel or reschedule with less than twenty-four (24) hours' prior notice or if you fail to show up to your Treatment. You are not entitled to any refund for or reinstatement of any late-cancelled or missed Treatment.

**No Refunds of Treatments:** All sales of Treatments are final and non-refundable, except as required by law. Treatments have no cash value and are non-transferable and non-descendible.

**Expiration of Treatments:** All Treatments **expire six (6) months after the date of purchase**, unless prohibited by law or a different expiration date is expressly stated in writing by Equinox.

**Mutual Respect:** Sessions and Treatments are voluntary activities in which you may elect to participate. You understand and acknowledge that the nature of personal training, Pilates and spa treatments may require close contact between you and your trainer, instructor or therapist and that he or she may need to touch your body to provide adjustments and guidance as necessary. You may end your Session or Treatment if you feel uncomfortable at any time. If you have any concerns as to how a Session or Treatment was conducted, please raise those concerns with the Club General Manager or Assistant General Manager. Equinox upholds its personnel to the highest standards of professionalism, and expects the same in return from you. If you make any inappropriate or sexually suggestive remarks or advances, your Session or Treatment will be terminated immediately and Equinox may, in its discretion, terminate your membership or take other action it deems appropriate.

**Services Rendered by Equinox:** Your purchases of any Sessions and Treatments are the purchase of services to be provided by Equinox, not by any particular trainer, instructor or therapist, and Equinox reserves the right to change or substitute your trainer, instructor or therapist at any time. For Treatments, if you have specified a gender request for your therapist and Equinox is unable to accommodate that request for the scheduled time, Equinox will work with you to reschedule or, if needed, cancel your Treatment.

**Discounts:** Equinox may offer certain discounts for purchasing Sessions or Treatments as a package. Any such discounts apply only to the number of Session or Treatments purchased in the package. Any further or additional Sessions or Treatments will be charged at the then-current rate for individual Sessions or Treatments.

**FREEZING MEMBERSHIP**

**Membership Freezes:** You may temporarily suspend (“Freeze”) your membership as follows:

<b>Freeze Type:</b>	<b>Non-Medical Freeze:</b> Any reason other than medical	<b>Medical Freeze:</b> You are medically unable to use any Club. Equinox may require you to provide a signed letter from your doctor and/or other reasonable evidence of necessity before granting a request for a Medical Freeze.
<b>Duration:</b> Freezes are for consecutive calendar months. Partial months freezes are not permitted.	Up to three (3) months	Up to six (6) months or, if pregnancy-related, up to nine (9) months
<b>Frequency:</b>	May be requested only once during Initial Period and once every year of membership thereafter	No limit for valid medical reasons
<b>Freeze Fee:</b>	Yes. Freeze fees are non-refundable and non-cancellable, even if you subsequently elect to reduce the duration of your Non-Medical Freeze.	None
<b>Billing:</b>	Requests during your initial period: If you pay monthly membership dues, billing of your monthly dues will continue. At the end of the Non-Medical Freeze, Equinox will charge you the Freeze Fee instead of your monthly dues for the number of	Billing of monthly dues will be held for the duration of the Medical Freeze

	<p>months equivalent to the duration of the Freeze. If you have paid for your membership in full, Equinox will charge you the Freeze Fee at the start of your Non-Medical Freeze and your membership expiration date will be extended to account for the duration of your freeze.</p> <p>Requests after your initial period: billing of monthly dues will be held for the duration of the Non-Medical Freeze. Equinox will charge you the Freeze Fees at the start of your Non-Medical Freeze.</p>	
<p>For any Freeze of a paid in full memberships, the expiration of your then-current membership year will be extended to account for the Freeze.</p>		

**Exclusions:** You are not eligible for any Freeze if you have a past-due/overdue balance or your membership is otherwise not in good standing with Equinox, if you joined as part of a payroll deducted or subsidized corporate membership program, or if you have a short-term membership.

**How to Request a Freeze:** All Freezes must be requested as follows. Your membership will automatically revert to active status at the end of the requested Freeze period. Requests for all Freezes must be made in advance and at least five (5) days before the intended start date. Retroactive Freezes are not permitted. You may request a Freeze by any of the following methods:

- In-person at any Club in your membership class. You will be required to complete a Freeze request form.
- Online, by signing into your account at <http://www.equinox.com>, selecting ACCOUNT from the drop-down menu, and completing the prompts to initiate a Freeze.
- You may call Equinox Membership Administration to request a Freeze over the telephone. Visit <http://www.equinox.com> to find the current phone number for Membership Administration.

**Ancillary Services Not Frozen:** Please note that any locker rental and/or laundry service fees, as well as expiration dates for personal training and Pilates sessions and spa treatments, are not suspended during any Freeze.

**COMPLIMENTARY ITEMS**

As a benefit of your new membership and otherwise from time to time, Equinox may provide you with certain complimentary or promotional items, including without limitation, complimentary personal training or Pilates sessions, spa treatments or months of membership, or other account credits or promotional gift cards (collectively “**Complimentary Items**”). Complimentary Items are offered at Equinox’s discretion, have no cash value and are non-refundable, non-transferable and non-descendible. Complimentary Items expire ninety (90) days after the date of issuance, unless otherwise expressly stated on a voucher or other written terms and conditions for a Complimentary Item. All applicable Equinox Policies, including without limitation regarding booking and cancellation, apply to your use of Complimentary Items. Credits provided as a Complimentary Item may be used to purchase ancillary services and eligible retail merchandise, but may not be used towards membership dues, café food and beverage purchases or any other third party services offered at a Club. Complimentary Items may only be redeemed and used while you are a member in good standing and will become

null and void upon any cancellation of your membership. Complimentary Items will not be considered in computing the amount of any refund to which you may be entitled upon cancellation of your membership.

## REFERRAL PROGRAM

**How it Works:** You are eligible to earn a complimentary gift card for referring a friend, family member or acquaintance to Equinox, subject to the following rules. Referral gift cards will be provided as a credit to your account and typically are issued within thirty (30) days after the individual you referred joins Equinox. Any referral gift cards earned through the referral program are considered Complimentary Items subject to the terms above. The referral program is a voluntary membership perk offered by Equinox and may be modified, changed or discontinued at any time, in Equinox's discretion, with or without notice to you.

**Who to Refer:** The referral program is only valid for referrals who actually join and become new Equinox members, regardless of which Club they join. You may refer anyone who you know and believe may be interested in joining Equinox. However, the referral program does not apply to, and you will not receive a referral gift card for referring, any former member who re-joins Equinox or any new member who joins under a corporate membership program or joins with a short-term or junior membership.

**Eligibility to Participate:** Members who have a past-due/overdue balance or are otherwise not in good standing with Equinox, who receive membership on a complimentary basis, have a short-term or junior membership or are employees of Equinox or one of its affiliates are not eligible to participate in the referral program.

**Making a Referral:** You may refer a friend, family member or acquaintance by completing the form on our referrals page at <http://www.equinox.com> or by sharing your unique referrals link via email or social media.

**You may not generate referrals by using any robotic, automated or programmed methods, engaging in spamming or creating a website or other means to solicit referrals from individuals you do not know. Equinox reserves the right to, in its discretion, deny a referral gift card to, permanently disqualify from the referrals program, or terminate the membership of any individual it believes is tampering with the functioning of or otherwise abusing the referrals program.**

## YOUR INFORMATION

**Privacy Policy:** We use the personal data collected through the course of your membership, including without limitation your access to and use of Clubs, [www.equinox.com](http://www.equinox.com) and/or the EQUINOX-branded mobile app ("Digital Properties"), in an effort to fulfill our commitment to offering and providing unparalleled member service. Please read our current Privacy Policy, available at <http://www.equinox.com/privacy> ("Privacy Policy"), so that you may understand our privacy practices, including the types of personal data we collect, how we use this personal data and with whom we share it. A summary of our Privacy Policy is provided for your convenience below. In the event of a conflict with the following summary and our Privacy Policy, the Privacy Policy will govern and control. We may periodically update the Privacy Policy and this summary, in our discretion, to reflect change in our privacy practices, the Digital Properties and applicable law. You should review the Privacy Policy from time to time to ensure you are happy with our current policies.

- **Collection of Information:** Information collected may include without limitation name and contact information, information you provide in your communications with us (including interactions on social media), demographic information, credit card and other payment information, information on how you use and interact with Equinox and its Clubs and Digital Properties (including without limitation information on check-ins, class bookings, personal training and spa preferences, and session notes and logs from your trainer or instructor), browser and device information, and other information you provided to us (including without limitation information regarding health, physical condition, nutrition, fitness goals, and workout results).

- **Use of Information:** Information may be used to, without limitation, administer your membership and provide you with ancillary services such as personal training; respond to your inquiries and questions, provide special offers and promotional materials (see Marketing Communications below), communicate with you regarding your account, billing, Club updates and operational information; provide Equinox's products and services and otherwise satisfy Equinox's legitimate business purposes and needs. Information may be used to deliver you a more relevant and curated experience. Information may be combined with other information collected about you during the course of your relationship with Equinox. Depending on the nature of the communication, Equinox may contact you by mail, email, telephone, text or other means, automated or otherwise.
- **Disclosure of Information:** Information may be disclosed to third parties as needed to administer your membership and operate Equinox's business, including without limitation for compliance, legal and protection purposes. Equinox may share your information with its affiliated companies, including without limitation Furthermore, who may use your information for their own business needs, including without limitation to send you communications on their behalf. Equinox may share with third parties certain aggregated and/or anonymized data with third parties that may include your information but does not identify you. In the event of a merger, sale of the business or other corporate transaction, information will be transferred to the relevant third party without notice to you.

**Marketing Communications:** Equinox may use your personal data to provide special offers, promotions and information about Equinox and our service offerings to you. We may also use your personal data to determine if you are eligible for certain offers – for example, discounted membership rates offered to your company's employees. We may also send you newsletters and information about products, services and promotions of our business partners and affiliates that we think you may find interesting.

Where required by applicable law, we will obtain your consent to send you marketing communications. If you do not wish to receive any marketing emails, you can opt out of future mailings by clicking on the unsubscribe link located on the bottom of the relevant email. If you are a member and have established an account on the Digital Properties, you can also unsubscribe at any time by logging in and adjusting your communications preferences. Although we strive to update our email list as frequently as possible, you might receive another promotional email before we are able to remove you from our lists. If you are a member, please note that even if you opt-out of receiving promotional emails, you will continue to receive administrative and operational communications regarding your membership, such notices regarding billing or club closures, as described above.