

Center Point Wellness Terms & Conditions **(Updated as of April 30, 2021)**

Center Point Wellness. By using the facility, booking an appointment, purchasing a service, class, workshop, or product, you agree to the terms and conditions:

Appointment Cancellation Policy: Center Point Wellness is committed to providing all of our patients with exceptional care. When a patient cancels without giving enough notice, they prevent another patient from being seen. Please either cancel online through your Center Point Wellness Mind Body account/app or call us at (908) 850-1500 to notify us of any changes or cancellations. We require cancellation 12 hours in advance. If prior notification is not given, you will be charged \$55 for the missed appointment.

Studio Class/Workshop No Show Policy: We ask that if you are no longer able to attend a class, you please cancel online/through the app, call the office at (908) 850-1500 or email hello@centerpointhackettstown.com. Please cancel 3 hours in advance so that your drop-in fee, or class pass use can be applied to a future visit.

Retail Purchases: Due to the nature of the products we sell, all retail purchase sales are final. If you notice a defective product, we will provide an exchange.

Memberships. The Choice Classes Membership, Choice Appointments Membership, Deluxe Membership and Ultimate Membership (the "Memberships") are monthly programs of Center Point Wellness ("CPW"). The memberships are designed to offer benefits to CPW members who commit to a monthly autopay membership. By taking advantage of Membership benefits, a participant agrees to the terms and conditions for the Membership which are set forth below (these "Membership Rules"). We may change these Membership Rules; change, add, or eliminate Membership benefits, or participating locations; or change or end the Membership or any feature of the Membership; in whole or in part, at any time, and without notice or compensation, even though such actions may affect rewards or benefits in the Membership or your participation in the Program.

Eligible Participants; Enrollment; Continuing Eligibility

Eligible participants in the Membership are individuals who enroll for a monthly autopay CPW membership using a valid debit or credit card. As part of enrollment, all required membership documents, agreements and waivers must also be completed and submitted, including any Program forms. To continue to be eligible in the Membership, the participant's membership and membership account must remain in good standing with CPW at all times, including, without limitation, by not terminating or changing the participant's CPW membership, or allowing the participant's CPW membership to be terminated or lapse, and by maintaining payment by autopay for participant's monthly membership fees. Once Program eligibility ceases, a member may not take advantage of Membership benefits.

Benefits of the Memberships

As of the date of these Membership Rules, the standard benefits of the Program are as follows:

1. Unlimited Studio Classes. Members of the Choice Classes, Deluxe and Ultimate Memberships will have access to unlimited studio classes per month, including: yoga and any future offerings, as the current schedule and class capacity allows. Members will be able to check-in online to reserve space in the classes of his or her choosing. If a member is not able to attend after reserving space, he or she agrees to cancel in advance to make the space available for another person. Members may drop-in without scheduling in advance, however, space is not guaranteed. Members understand that the studio schedule may change at any time.

2. Wellness Services. The Choice Appointments, Deluxe and Ultimate memberships include "Wellness Your Way" appointment credits valid for use for 30, 60 and/or 90 minute services or for additional services where a specific credit value has been assigned.

- a. The Choice Appointments Membership includes (3) Wellness Your Way appointment credits. One credit is equal to the value of a 30 minute service or the assigned credit value of an appointment as posted. Members may use 1 credit per service or combine all credits per month for a higher credit value service. Acupuncture First Visits are not included and billed separately. Appointments are subject to the cancellation policy. If a member does not cancel an appointment 12 hours in advance, or is a no show, there will be no charge, however, the monthly wellness service appointment will be forfeited. A new appointment may be scheduled, but will be billable at regular rates.
- b. The Deluxe Membership includes (3) Wellness Your Way appointment credits. One credit is equal to the value of a 30 minute service or the assigned credit value of an appointment as posted. Members may use 1 credit per service or combine all credits per month for a higher credit value service. Acupuncture First Visits are not included and billed separately. Appointments are subject to the cancellation policy. If a member does not cancel an appointment 12 hours in advance, or is a no show, there will be no charge, however, the monthly wellness service appointment will be forfeited. A new appointment may be scheduled, but will be billable at regular rates.
- c. The Ultimate Membership includes (6) Wellness Your Way appointment credits. One credit is equal to the value of a 30 minute service or the assigned credit value of an appointment as posted. Members may use 1 credit per service or combine all credits per month for a higher credit value service. Members can select two different types of services, or two of the same services, each month. Acupuncture First Visits are not included and billed separately. Appointments are subject to the cancellation policy. If a member does not cancel an appointment 12 hours in advance, or is a no show, there will be no charge, however, the monthly wellness service appointment will be forfeited. A new appointment may be scheduled, but will be billable at regular rates.

There is no activation fee and no minimum commitment. If you decide to cancel, your membership will be good through the end of the current month of cancellation and will not renew the following month. Prices are subject to applicable taxes, assessments and, as described below, CPW surcharges. Membership is nontransferable.

3. Freezes and Cancellations. A member may for up to (but not more than) three (3) months in a calendar year (which may be separate or consecutive months) freeze the member's Program and CPW benefits; in such event the member will not pay the CPW membership fee for such month(s), during which month(s) the member will not receive Program or CPW benefits, but will maintain the member's membership to use after the freeze period. The member's Program and CPW benefits will reinstate once the freeze is over. If a member does not comply with the freeze, or if a member cancels the member's membership (whether by affirmative cancellation, nonpayment or otherwise), or if a member's membership is terminated by CPW for any reason, the member will forfeit Program enrollment and benefits, and may later reapply for CPW membership at then current CPW membership rates, subject to any applicable terms, conditions, limitations and restrictions. Freezes and cancellations are based on a member's billing cycle; CPW does not prorate months of membership. Cancellations for appointments must be 12 hours in advance. Appointments that are cancelled after the cancellation window, or no show appointments, will count as used and the credit value will be forfeited.

4. Rollover Credits. Wellness Your Way credits do not rollover and must be redeemed in the month applied to the account. Special circumstances and requests may be considered on a case-by-case basis.

5. Retail Discount. A ten percent (10%) discount for Choice Classes Members and Choice Appointments Members, a fifteen percent (15%) discount for Deluxe Members and a twenty (20%) discount for Ultimate Members will apply on any retail merchandise or product purchase, subject to any restrictions imposed by applicable manufacturers. Discount does not apply to taxes or other assessments.

6. Special Offers. Special offers may be available from time to time by CPW for wellness members. Members are subject to the general Program Rules, and additional terms and conditions below:

1. Benefits.

a. Membership Fee. The Program monthly fee as set forth is designed for those who regularly use wellness services and/or studio classes. Membership freezes and cancellations are subject to the terms described in Program benefits above. There

is no activation fee and no minimum commitment. Prices are subject to applicable taxes, assessments and, as described above, CPW surcharges. Membership is nontransferable.

2. Eligibility. Eligible participants in the Programs are individuals who (a) agree to the terms and conditions, (b) enroll for a monthly autopay CPW membership using a valid debit or credit card, and (c) agree to the liability waiver. As part of enrollment, all required membership documents, agreements and waivers must also be completed and submitted, including any Program forms. Enrollment for the memberships are available at any time. To continue to be eligible for the memberships, the participant's membership and membership account must remain in good standing with CPW at all times, including, without limitation, by not terminating or changing the participant's CPW membership, or allowing the participant's CPW membership to be terminated, cancelled or lapse, and by maintaining payment by autopay for participant's monthly membership fees. Once eligibility ceases, a member will no longer have membership or other Program benefits. CPW may also offer memberships through specific and/or restricted portals or methods (for example, specific CPW social media sites), and reserves the right to condition eligibility for such offers to participants utilizing such portal/method to accept or respond to such offer, and CPW may offer different, additional and/or modified benefits. For such additional eligibility requirements and, if applicable, different, additional and/or modified benefits, consult the terms of the specific offer.

Restrictions

In addition to the other limitations and restrictions set forth in these Program Rules, the following additional limitations and restrictions also apply. Program benefits are nontransferable and may only be used by the applicable member, and only so long as the individual is in good standing with CPW. Program benefits have no cash value, and are not redeemable for cash or any substitute. Program benefits cannot be combined with any other offer, coupon or promotion, including any other promotional offers available to Program participants through the Program. Program benefits cannot be applied to a prior purchase.

Changes to the Program or Benefits

We have the right at any time, in whole or in part, with or without giving you prior notice, to:

- change these Program Rules;
- end the Program and/or any specific Program benefit;
- change, add or eliminate any participating locations or Program benefits;
- change any requirements for initial or continuing eligibility;
- change any other feature of the Program;
- offer Wellness membership or other program memberships through specific and/or restricted portals and methods, and offer different, additional and/or modified benefits, terms and conditions for participants accepting through such portals or methods. The foregoing actions may be taken even though such actions may affect benefits in the Program or your participation in the Program. We may make such changes and update these Program Rules at any time. If we do change the Program Rules, then the revised Program Rules will be substituted. A participant's continued participation in the Program constitutes the member's acceptance of any changes to these Program Rules. Consult the Program Rules for terms and conditions then applicable to the Program.

Interpretation

CPW reserves the right to interpret and apply these Program Rules. All determinations by CPW shall be final and conclusive in each case. Our failure to enforce any term of these Program Rules shall not constitute a waiver of that provision or any other provision of these Program Rules.

Questions

Please talk to a CPW team member if you have any additional questions regarding the Program, or call 908.850.1500 for more information.