

# TERMS AND CONDITIONS

## Refined Harmony Premier, LLC d/b/a Premier Martial Arts

1. **Entire Agreement:** All of the terms herein constitute the “Terms and Conditions.” The attached Student Agreement (“Student Agreement”) together with these Terms and Conditions, constitute the entire agreement (“Purchase Agreement”) between Refined Harmony Premier, LLC d/b/a Premier Martial Arts, a Utah limited liability company (“Seller”) and the buyer named in the Student Agreement (“Buyer”) regarding the martial arts instruction and all associated goods and services offered or performed by the Seller (collectively, the “Services”). The Purchase Agreement supersedes all previous negotiations, discussions, course of dealing, usage of trade, or agreement between the parties. By signing the Student Agreement or using the Services, Buyer acknowledges and agrees to the following: (1) Buyer accepts the Terms and Conditions as well as the Purchase Agreement; and (2) Seller’s willingness to conduct any such transaction with Buyer is conditioned on Buyer’s acceptance of the Terms and Conditions.
2. **Modifications:** No modification may be made to this Purchase Agreement without prior written authorization from both parties.
3. **Purchase Price:** The purchase price for the Services is as listed on the Student Agreement (“Purchase Price”).
4. **Acknowledgment of Risk:** Buyer acknowledges that the risk of injury, illness, disability and/or death from participating in the Services is possible including, but not limited to, the following: sprains; strains; fractures; cuts and tears; bruises; heat and cold injuries; over-use syndrome; accidents and/or injuries involving martial arts activities; accidents and/or injury involving the use of weights and equipment designed for exercise; accidents and/or injury involving falling or slipping; heart attack; potential for permanent paralysis and/or death; illness; risks created by other participants; and risks due to defects or conditions of equipment of the premises. While particular rules, equipment, and personal discipline may reduce such risks do exist. Buyer agrees to freely assume all such risks, both known and unknown, and shall assume full and sole responsibility of all risks of all nature for Buyer’s use of the Services.
5. **Waiver of Liability:** Buyer, for himself/herself, and on behalf of his/her heirs, assigns, personal representatives and/or next of kin, forever WAIVES, RELEASES, DISCHARGES, and COVENANTS NOT TO SUE Seller and its officers, directors, members, managers, representatives, affiliates, officials, principals, owners, agents and/or employees, subsidiaries and/or assigns, as well as their independent contractors, sponsoring agencies, sponsors, advertisers, volunteers and if applicable, owners and lessors of the premises where the Services are performed (collectively “Releasees”), with respect to any and all injury, disability, illness, incapacity, damage, expense, death, and loss to person or property incurred by me in connection with the Services, Seller’s facilities, and Seller’s premises, in any manner. Buyer further agree to indemnify, defend, and hold harmless Releasees from any loss, liability, cost, claim, or damage arising from Buyer’s use of the Services, Seller’s facilities, and Seller’s premises.
6. **Physical Capability:** Buyer represents and agrees that he/she is free from all illnesses, injuries and defects that could interfere with his/her safe use of the Services and that he/she is physically fit and sufficiently trained to use the Services. Buyer acknowledges that his/her use of the Services is entirely voluntary. Buyer understands and agrees the he/she should not use the Services without first consulting a physician.
7. **First Aid:** Buyer consents to the administration of first aid and other medical treatment and transportation in the event of any injury or illness and hereby releases and indemnifies Releasees from any and all liability or claims arising out of such treatment. This release extends to any liability arising out of, or in any way connected with the medical treatment and/or transportation.
8. **Payment:** Buyer shall pay the purchase price to Seller in the amounts and frequency as stated in the Student Agreement (“Purchase Price”). All payments of the Purchase Price shall be made by Buyer (a) in United States dollars; and (b) in full without offset or counterclaim, and without deduction for exchange, collection, taxes, or other fees that may be imposed by any government or any other charges.
9. **Late Fees:** If Buyer fails to make timely payment of any portion of the Purchase Price, Seller may defer completion or otherwise suspend the performance of any Services until all payments are made in full. Buyer shall pay to Seller a late charge of \$10 for each late payment of the Purchase Price, plus interest on all amounts past due at a rate equal to the lesser of: (a) 18% per annum, or (b) the highest rate allowed by law. Buyer shall pay all costs and expenses, including attorneys’ fees, incurred by Seller to collect the Purchase Price and any other unpaid amounts of Buyer.
9. **Force Majeure:** Seller is not liable for non-performance or delay in performance due to force majeure or contingencies or causes beyond the reasonable control of Seller, including acts of God, wars, terrorism, riots, civil disturbances, strikes, labor disputes, fires, storms, floods, earthquakes, natural disasters, pandemics, widespread virus(es), social unrest, inability to obtain or use materials, labor, equipment, facilities, or transportation, or technical failure where Seller has exercised ordinary care in the prevention thereof, and acts of any government or agency (“Force Majeure Event”). Buyer’s order will be deemed suspended for as long as any such Force Majeure Event prevents or delays Seller’s performance. In the event of any such suspension, Seller may, at its option, (a) terminate its obligation to sell any or all Services hereunder, or (b) to resume performance as soon as practicable after the Force Majeure Event has lifted.

**10. Rules and Regulations:** Buyer agrees to follow Seller's rules and regulations for all customers and participants while on Seller's premises. Buyer acknowledges and agrees that he/she may be dismissed from Seller's premises for any reason, including if Buyer endangers the safety or negatively affects a person or property of any kind.

**11. Representations and Warranties.** Buyer understands that Seller makes no warranties regarding the Services. Seller expressly disclaims and makes no representation or warranty of any kind, either express or implied, including warranties of merchantability title, non-interference with enjoyment, accuracy, integration, non-infringement, or fitness for particular purpose, and warranties based upon the course of dealing or trade usage. If statements or advice, technical or otherwise, are offered or given by Seller, such statements or advice are deemed to be given as an accommodation to Buyer and without any liability to Seller whatsoever.

**12. Waiver:** Failure of Seller to enforce at any time any provision of this Purchase Agreement, or any rights in respect thereto, in no way is considered to be a waiver or relinquishment of the right to thereafter enforce such provisions or rights. Any and all of the rights and remedies conferred upon Seller hereunder are cumulative and in addition to the rights and remedies granted by law. If any provision of this Purchase Agreement becomes void or unenforceable by law, the remaining shall be valid and enforceable.

**13. Cancellation:** Buyer may cancel this Purchase Agreement prior to expiration (as stated in the Student Agreement) by providing written notice to Seller. In such event, Buyer shall pay to Seller a cancellation fee of \$50, plus the monthly portion of the Purchase Price for the current month as well as for the full calendar month following such cancellation notice, after which, this Purchase Agreement Terminates. Buyer agrees that Seller may debit Buyer's bank account and/or debit/credit card for such charges. In the event of termination, any prepayments by Buyer for Services for additional future months (if any), not including the fees and charges as stated above, will be refunded to Buyer. Notwithstanding the foregoing, Seller may offset any amounts due to Seller by Buyer against such refund. Seller may terminate this Agreement immediately at any time upon notice to Buyer.

**14. Indemnification:** Buyer shall defend, indemnify, and hold harmless Seller, its officers, directors, employees, agents, representatives, dealers, distributors, customers, and their subcontractors from any and all lawsuits, claims, fines, penalties, offsets, liabilities, judgments, losses, damages, costs and profit disallowed, or expenses, including reasonable attorneys' fees (collectively, "Damages") of whatever kind or nature arising out of, as a result of, or in connection with Buyer's use of the Services, Seller's entrance onto Buyer's Property, or Buyer's breach of this Purchase Agreement.

**15. Assignment:** Seller may assign this Purchase Agreement at any time.

**16. Privacy Policy:** Seller will not sell, rent, or exchange the information Buyer provides, but Seller may use and share the information to process its business transaction, including sharing it with Seller's franchisor, business partners, and using it for other lawful purposes. While Seller strives to protect Buyer's personal information, Seller cannot ensure or warrant the security of such information that Buyer transmits to Seller, and Buyer does so at his/her own risk.

**17. Miscellaneous:** If any part, term, or provision of this Student Agreement is held void, illegal, unenforceable, or in conflict with any laws having jurisdiction over this Student Agreement, the Parties agree that the remaining portions or provisions will not be affected thereby. The parties agree, to the extent possible, to include a replacement provision, construed to accomplish its originally intended effect, that does not violate such laws. Upon termination of this Purchase Agreement for any reason, Sections 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19, and any other provisions that by their nature are intended to survive termination, continue in full force.

**18. Limit of Liability:** Notwithstanding anything to the contrary herein, Seller's maximum liability hereunder is limited to the value of the Services as set forth in the Student Agreement. In no event will either party be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages arising from this Purchase Agreement.

**19. Disputes:** In the event of any dispute relating to this Purchase Agreement, the parties agree to make diligent and reasonable attempts to resolve through negotiations all such disputes prior to resorting to any remedy available in law or equity. Any action at law, suit in equity, or judicial proceeding of any kind arising directly, indirectly, otherwise in connection with, related to this Purchase Agreement or the relationship between the parties may only be brought in the state or federal courts located in the state of Utah and the parties waive any right to challenge the jurisdiction of this court or seek to bring any action in any other forum, whether originally or by transfer, removal, or change of venue. In any such action, the prevailing party shall be entitled to recover its reasonable costs and expenses including, without limitation, its attorneys' fees and costs.

By initialing below, Buyer acknowledges that he/she has read, understands, and agrees to be bound by these Terms and Conditions.

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Buyer's Initials