



Albert Li <yiliang6@illinois.edu>

Your new agreement

1 message

Crunch Champaign <info@myclubonline.com>
 Reply-To: info@crunchchampaign.com
 To: Yiliang6@illinois.edu

Wed, Jun 2, 2021 at 7:43 PM



New Agreement Email

Here is a copy of your agreement for your records.

New Agreement 0662314198

Dear Albert Li:

Member Information

Member Name: Albert Li
 Gender: Male
 Address: 508 E Clark St
 Champaign, IL 61820
 US
 Email: Yiliang6@illinois.edu
 Home Phone: (309) 857-5018
 Mobile Phone: (309) 857-5018
 Sales Person: Amira Aduma

Agreement Information

Agreement #: 0662314198
 Membership Type: BASE
 Plan Name: VFP Base ACH MTM FOUR
 Agreement Term: Open
 Schedule Frequency: Monthly
 Begin Date: 06/02/2021
 First Due Date: 06/30/2021

Due Today Payment Information

Account Holder Name: Albert Li
 Credit Card Type: Discover
 Credit Card Number: XXXX-XXXX-XXXX-0383
 Credit Card Expiration: 08/2024
 Account Zip Code: 61820

Due Today

	Amount	Taxes	Total
Initiation Fee	\$4.00	\$0.00	\$4.00
First Month Dues	\$0.00	\$0.00	\$0.00
Prorated Annual Fee	\$0.00	\$0.00	\$0.00
Total Due Today	\$0.00	\$0.00	\$4.00

Recurring Payment Information

Account Holder Name: Albert Li
Bank Account Type: checking
Routing Number: 071000013
Bank Account Number: XXXXX6321

Recurring Payments

Name	First Due Date	Payments	Frequency
DUES	06/30/2021	\$9.99	Monthly

Fees

Fee Name	Payment	Recurring	Fee Date
60 Day Annual Fee	49.99	NO Tax	7314 6623 \$49.99
		Annual	08/01/2021

Notes

Thanks For Joining!

I have read and accept the Notes above.

Terms and Conditions

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The agency that administers compliance with the law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

Membership Privileges, Notices, Disclosures & Agreements

RENEWAL PROGRAM OPTIONS:

AUTOMATIC RENEWAL PROGRAM:

Provided that Member is not in default of this agreement and subject to the terms and conditions hereof, the membership will automatically renew for the rate indicated below. After 60 days from signing this agreement, renewal terms may be cancelled at any time, provided a 30-day written notice is delivered to the club's address. It is also understood that the club has the option to increase monthly renewal dues without notice during any renewal period not to exceed the indicated amount per month.

TOTAL AMOUNT: INDICATED AMOUNT PER MONTH FOR FUTURE AUTOMATIC RENEWAL.

NONRENEWABLE MEMBERSHIP:

This membership will expire: on the indicated date.

An annual Club Enhancement fee of the indicated amount will be billed 60 days from begin date and on the same date each year thereafter.

Notwithstanding any other provisions of this Agreement, you understand and agree that the amount of your monthly membership dues is based on current sales tax rates and to the extent such rates should increase during your membership, the club has the right to increase your monthly membership dues by the amount of such increase. If you have requested the privilege of paying your monthly dues by pre-authorized electronic funds transfer, the monthly amount so transferred will be adjusted to reflect any increase in the sales tax rate.

Member agrees that by voluntarily providing cell phone information to Fitness Ventures Champaign, LLC dba Crunch Champaign, ABC Financial Services, LLC, including its agents and affiliates, may use phone number provided to provide notification regarding their membership.

DEFAULT AND LATE PAYMENTS: Should you default on any payment obligation as called for in this agreement, the club will have the right to declare the entire remaining balance due and payable and you agree to pay allowable interest, and all costs of collection, including but not limited to collection agency fees, court costs, and attorney fees. A default occurs when any payment due under this agreement is more than three days late. **A SERVICE FEE WILL BE CHARGED FOR ANY CHECK, DRAFT, CREDIT CARD OR ORDER RETURNED FOR INSUFFICIENT FUNDS, DECLINED TRANSACTION OF FOR ANY OTHER REASON. SHOULD ANY PAYMENT BECOME MORE THAN 5 DAYS PAST DUE, YOU WILL BE CHARGED A LATE FEE.** If the Member is paying monthly dues by electronic funds transfer (EFT), the club's billing company, ABC Fitness Solutions, LLC, reserves the right to draft via EFT all amounts owed by the member including any and all late fees and service fees. Subject to appropriate State and Federal Law.



REQUEST FOR PREAUTHORIZED PAYMENT

I/We hereby request the privilege of paying to ABC Fitness Solutions, LLC ("The Company"), Sherwood, AR 72124, and further authorize the Company to draw items (checks, electronic fund transfers, charge card) for the purpose of paying said payments, including any late fees or service fees, on the account listed above. Subject to the following conditions:

1. The items outlined in Your Membership Agreement (monthly dues, annual fees, enrollment fees, etc.) shall be drawn on or about the date or dates set forth in the Membership Agreement. By signing below, You authorize the Company to draft via EFT said amounts from the account or card identified herein. The transactions on Your bank, debit, or credit card statement shall constitute receipts for payment on Your account.
2. One-Time Transfers: When You provide a check as payment, You authorize the Company either to use information from Your check to make a one-time EFT from Your account or to process the payment as a check transaction. When the Company uses information from Your check to make an electronic fund transfer, funds may be withdrawn from Your account as soon as today's date.
3. If the regular payments set forth in the Membership Agreement should vary in amount, You are entitled to notice at least 10 days before each payment of when it will be made and how much it will be. However, by executing this preauthorization, You choose to instead get this notice only when the payment would differ by more than \$50.00 from the most recent payment You have made.
4. By executing this Agreement, You acknowledge Your awareness that certain

- disclosures required by the Electronic Funds Transfer Act and its regulations are available for Your review at the Company's website: www.abcfitness.com under Terms of Service.
5. The privilege of making EFT payments under this arrangement may be revoked by the Company if any item is not paid upon presentation.
 6. If this preauthorization payment arrangement is revoked for any reason, this does not release You from Your obligation under Your Membership Agreement.
 7. If any payment is not paid upon presentation to Your bank or credit/debit card company for any reason, a service fee will be assessed and drafted. A late fee will be assessed and drafted should any monthly payment become past due.
 8. By executing this Agreement, You authorize Club and Club's agents, including its third party payment processing companies ("Club's Agents"), to store the account or card information provided by You on or in relation to this Agreement and/or Your Club Membership Agreement ("Club Agreement"), as well as any other account or card information provided by You through any means to Club or Club's Agents (including information provided in person, online or over the phone) for purposes of making any payment in relation to this Agreement and/or Your Club Agreement (hereinafter, "Payment Information"). Club and/or Club's Agents will use the stored Payment Information to process payment of all dues, fees, taxes, purchases and incidental charges that are due or will become due, including all items on the Payment Schedule, fees identified in Your Club Agreement, membership-related obligations, retail transactions, personal training purchases, group exercise purchases, childcare fees, or other purchases. Club and/or Club's Agents may also use the stored Payment Information to process payments owed in relation to all subsequent Agreements entered between You and Club. The fixed dates or intervals on which transactions will be processed and the transaction amounts (including all associated fees, taxes, and charges) and/or a description of how they will be calculated are more specifically set forth in the Payment Schedule and other terms of Your Club Agreement. If Your Club Agreement will automatically renew at the end of the Term defined therein, the stored Payment Information will be used to process payments owed in relation to the renewal term. This consent to store Payment Information will not expire unless it is expressly revoked. The general cancellation and refund policies provided in Your Club Agreement will apply to this consent. If any changes are made to the terms of this consent, an e-mail notifying You of such changes will be sent to the e-mail address provided by You on the face of Your Club Agreement or, if an e-mail is not provided, notice will be sent to the mailing address provided on Your Club Agreement.
 9. This preauthorization payment arrangement shall apply to the following Applicant(s):

CANCELLATION POLICIES:

1. The contract may be cancelled by the customer within 3 business days after the first business day after the contract is signed by the customer, and that all monies paid pursuant to said contract shall be refunded to the customer. For the purposes of this Section, business day shall mean any day on which the facility is open for business.
2. In the event of the relocation of a customer's residence to farther than 25 miles from the center's facilities, and upon the failure of the original center to designate a center, with comparable facilities and services within 25 miles of the customer's new residence, which agrees to accept the original center's obligations under the contract, the customer may cancel the contract and shall be liable for only that portion of the charges allocable to the time before reasonable evidence of such relocation is presented to the center, plus a reasonable fee if so provided in the contract, but such fee shall not exceed 10% of the unused balance, or \$50.00,

whichever is less

3. If the customer, because of death or disability, is unable to use or receive all services contracted for, the customer, or his estate as the case may be, shall be liable for only that portion of the charges allocable to the time prior to death or the onset of disability. The center shall in such event have the right to require and verify reasonable evidence of such death or disability.
4. Notice of cancellation shall be made in writing and delivered by certified or registered mail to the center at the address specified in the contract. All refunds to which a customer or his estate is entitled shall be made within 30 days of receipt by the center of the cancellation notice.

NOTICE OF STATUTORY REQUIREMENTS (§ 815 ILCS 645):

Every contract for physical fitness services shall set forth the customer's total payment obligation for services to be received pursuant to the contract.

No contract for basic physical fitness services shall require payment of a total amount in excess of \$2,500 per year, and every such contract must so provide in writing; except that this limit shall not apply to any contract for: (1) family or couple memberships, or (2) group memberships, where the purchaser is a corporation or other business entity or any social, fraternal or charitable organization not created for the purpose of encouraging this contractual arrangement. No contract for family or couple memberships for basic physical fitness services shall require payment in excess of \$2,500 per year per person covered under the membership.

No contract for physical fitness services shall require payments or financing over a period in excess of 3 years from the date the contract is entered into, nor shall the term of any such contract be measured by the life of the customer. The initial term of services to be rendered under the contract may not extend over a period of more than 2 years from the date the parties enter into the contract; provided that the customer may be given an option to renew the contract for consecutive periods of not more than one year each for a reasonable consideration not less than 10% of the cash price of the original membership.

No contract for physical fitness services shall require or entail the execution of any note by the customer which, when separately negotiated, will cut off as to third parties any right of action or defense which the customer may have against the physical fitness center. No right of action or defense arising out of a contract for physical fitness services which the customer has against the center shall be cut off by assignment of the contract whether or not the assignee acquires the contract in good faith and for value. Such an assignee is not a holder in due course.

All contracts for basic physical fitness services which may be in effect between the same center and the same customer, the terms of which overlap for any period, shall be considered as one contract for the purposes of this Act. No physical fitness center may sell, induce, or permit any purchaser of basic physical fitness services to become obligated directly or contingently under more than one contract for services at the same time for purposes of avoiding the provisions of this Act.

Any waiver by the customer of the provisions of this Act shall be void and unenforceable.

Any contract for physical fitness services which does not comply with the applicable provisions of this Act shall be void and unenforceable.

If any court finds, as a matter of law, that a contract or any provision thereof was unconscionable when made, the court may refuse to enforce the contract, enforce the remainder of the contract without the unconscionable provision, or limit the application of any unconscionable provision to avoid an unconscionable result.

Unfair or deceptive acts and practices are prohibited, including but not limited to: use of coercive sales tactics; misrepresentation of the quality, benefits or nature of services; misrepresentation of the qualifications or numbers of personnel, or the present or maximum number of customers who may contract to use the facilities of the center; or misrepresentation of the skills or abilities of any customer or potential customer.

Any contract for physical fitness services entered into in reliance upon any false, fraudulent, or misleading information, representation, notice, or advertisement of the physical fitness center or any of its employees or agents shall be void and unenforce-

able.

CHANGE OF OWNERSHIP. If the ownership of the club is changed, or if owner is a corporation, if the stock ownership is changed so as to effectively put Club under new management and control, the new owner of manager shall, within 10 days of such change provide you with notice of your rights and obligations of the health studio affected by such change.

LAW APPLICABLE. Illinois State law governs this contract.

INVALID PROVISIONS. If any part of this contract is found to be invalid or unenforceable, the remainder of the Contract will be valid and enforceable.

ENTIRE AGREEMENT. This Contract comprises the entire agreement pertaining to membership and no other agreement of any kind, verbal understanding or promise whatsoever will be recognized or binding on the Club.

SIGNERS OF AGREEMENT. If there is more than one person signing this Contract, each of you is individually responsible to fully perform all obligations under this Contract. It is your responsibility to know whether this Contract is in default or that payments have been missed. We are not responsible for notifying you of late payments or any default proceedings.

NO WAIVER OF RIGHTS. The Club does not waive our right to have future payments made when due if we accept a late or partial payment or delay the enforcement of our rights on any occasion.

TRANSFER OF THIS CONTRACT. The Club has the right to transfer the contract to anyone of our choice. If we do so, member's obligations to such transferee or holder

will continue in full force. **PREPAYMENT.** Member may prepay all of the amount still owed at any time. If prepayment is made, Club will refund any unearned Finance Charge using the Rule of 78ths after first deducting an acquisition cost of \$15.00. Refund is computed as of the next installment due date, or on the date of prepayment is paid in full on an installment due date. Club needs not make any Finance Charge refund of less than \$1.00.

APPLICATION OF PAYMENTS. Club will apply all payments received in the following order: (a) first, to the installments in the order in which they are scheduled to be paid and (b) second, to any late charges assessed.

LATE PAYMENTS. If a payment is received after the date it is due, you can be charged a late charge. **DEFAULT.** A service charge will be assessed for all rejected checks, rejected EFT transfers, or credit card declines, regardless of reason. Should default occur, as determined by Fitness Ventures Champaign, LLC dba Crunch Champaign or its assign(s), the entire remaining sum due hereunder shall immediately be due and payable at the option of the owner of this note and shall bear interest at the rate of 18% per annum from the date of default plus all decline and late fees. To the full extend permissible by law, for purposes of collection or any dispute arising hereunder, Member hereby submits to the sole and exclusive jurisdiction of the State of Kansas. The debtor waives presentment hereof for payment, protest, and notice of non-payment and of protest. The holder may extend or postpone payment without notice and without discharging the undersigned. Member is in default if:

- A. Club does not receive an installment payment from Member on or before the date it is due; or
 - B. Member breaks one of the promises under this Contract; or
 - C. Member makes any statement or representation in connection with this contract which is false or incorrect in any material respect; or
 - D. Insolvency actions are begun by or against Member. Insolvency includes situations where Member is unable to pay all their debts as they become due.
- ACCELERATION OF PAYMENTS.** If Member defaults, Club can demand immediate payment of all unpaid installments.

ATTORNEY'S FEES AND COURT COSTS. If this Contract is given to an attorney for collection who is not a licensed employee of the Member shall pay reasonable

for collection, who is not a salaried employee of ours, member shall pay reasonable attorney's fees (15% is not prohibited by law) and court costs allowed by law.

RESTRICTIONS ON CANCELLATION OR ASSIGNMENT. Member understands that they have signed a membership agreement. Failure to use the Fitness Ventures Champaign, LLC dba Crunch Champaign membership and utilize programs and facilities does not relieve member of their liability for payment, regardless of circumstances. Membership is absolutely non-transferable, non-assignable, and non-cancellable, except as provided in this contract. *1) Member cannot cancel within their first 60 days, after the 60 days you are required to provide a 30-day written notice." 2) Memberships must be cancelled in-person at the club. In instances where a person cannot cancel in club, a certified letter mailed to the club address can serve as a substitute for cancelling in person" 3) You are responsible for any scheduled fees within the next 30 days following your cancellation request. Any open balances must be paid prior to cancelling. Any balance due will be sent to collections.*

NOTICE: ANY HOLDER OF THIS AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

- 1. HOURS OF OPERATION.** Operating schedules will be subject to change from time to time, according to periodic postings at the club. The club may be closed on Sundays and Holidays.
- 2. SIGNING IN I MEMBERSHIP CARD.** All members upon entering the club are required to sign in at the main counter, print their names, and show their membership cards. Members may be required to furnish other suitable identification as requested by club personnel in order to gain entrance. In the event that a member claims their membership card has been lost, stolen or destroyed, club may require an affidavit setting forth the relevant circumstances and payment of a service fee before issuing a replacement card, which service fee shall be subject to change by Club.
- 3. GUEST PRIVILEGES.** Members are invited to bring or send their friends to the club for a facility tour and membership evaluation. Each member, subject to their membership type, may bring one (1) member per 24 hour period. This guest will be required to register at the desk and be under the complete supervision and guidance of an instructor. Each guest is required to provide identification that will be submitted at the front desk before usage in the facility. Each guest will only be permitted to use the Base membership privileges provided at the facility. Club reserves the right to charge a guest fee to the member, which shall be subject to change from time to time.
- 4. EXERCISE CLOTHING.** Proper gym attire is required. No other type of clothing will be permitted without specific approval from the club manager. No swimsuits will be allowed in the exercise area. Swimsuits shall be worn at all times in the steam-sauna-inhalation-sunrooms and spa area, including all pools. Members may be required to wear bathing caps. Always Wear aquatic shoes for walking in wet area. Member will be required to shower with soap and water before entering any of the pools. Management has the right to deny usage for any inappropriate article of clothing.
- 5. COURSE INSTRUCTION.** All courses will be outlined and taught during a member's initial visits to the club. Any variation from prescribed programs will be taken at member's own risk. Member agrees to follow an exact regulated and prescribed course without supervision.
- 6. TIME USE OF EQUIPMENT.** Member agrees to follow designated time use of all machines exactly as prescribed. Maximum time use will be allowed on certain specified machines.
- 7. EQUIPMENT MALFUNCTIONS.** Member understands that equipment may, from time to time, be out of order. When special factory parts must be ordered, some

time to time, be out of order. When special factory parts must be ordered, some units may be out of order for several weeks. When this occurs, the member agrees to follow a regulated substitute program.

- 8. SAFETY REGULATIONS.** Member will not start a machine or other device until in position and will follow the exercise routine exactly as prescribed by an instructor.
- 9. UNAVAILABILITY OF FACILITY OR SERVICES.** There shall be no right of abatement of the running of the specified term of membership for any reason whatsoever. Failure to attend and use the facility will not relieve members of any liability for payments and amounts due. Should the facilities or all of the services no longer be available at the location at which member enrolls for any reason including, but not limited to, fire, condemnation, loss, of lease, act of God, catastrophe, or for any other reason, the club will have the right, at its option, to extend the membership for a period of time equal to the time of such unavailability, or at the club's option, member may be transferred to another "similar health club facility" within the same metropolitan area.
- 10. NO CHILDREN ALLOWED.** No children under the age of 14 will be allowed in the exercise and spa areas.
- 11. COMPLIANCE WITH RULES AND CONDUCT OF MEMBER.** Member agrees to be subject to the control and guidance of the club staff while on the premises and will follow instruction of club personnel. Member agrees to conduct themselves in a quiet, well-mannered fashion while on the premises and reserve all criticism of any major kind about other club members, guests, or club personnel until in a private office with the club manager. Member agrees to obey all rules and conditions of membership contained in this contract or in the future as prescribed by the club. The club reserves the right to revoke or terminate the membership if the member fails to keep and obey any of the rules or conditions.
- 12. DAMAGE TO FACILITIES.** Member agrees to pay an extra charge for damage arising from any careless use of equipment, dropping of weights, etc. caused by member.
- 13. PERSONAL PROPERTY.** Member must bring a lock to protect valuables. The club, the corporation owning the club, and the agents and employees of both shall not be responsible for damaged, lost or stolen articles of clothing or any personal property of any member. All locks are to be removed daily, otherwise they will be cut off.
- 14. AMENDING OF RULES.** The club reserves the right to amend or add to these rules and conditions and to adopt new rules and conditions as it may deem necessary for the proper management of the club.
- 15. WARRANTIES.** Member agrees that no warranties, representations, or agreements of merchantability, fitness for a particular purpose, or otherwise, express or implied, were made to member except those written herein or in writing.
- 16. FACILITIES INCLUDED.** This membership includes use of all facilities of the club location where enrolled, excluding massage, soap, and towels. Club may, from time to time, allow member to use other clubs related by ownership, but shall not be contractually obligated to do so, nor continue to do so even though such privilege shall be extended to member on one or more occasions. Towels and soap are to be furnished by each member for their own use. The club reserves the right to add massage, soap, towels, tanning, personal training, group training, or other services in the future and charge a reasonable amount therefore.
- 17. BABYSITTING.** Club may provide, at its sole discretion, babysitting services from time to time. Said services, if provided, are not to be viewed as part of member's contractual privileges. Said services may be entirely discontinued at the option of the club and hours, limitations, conditions, and terms of operation may be established or amended at the sole discretion of the club. Club may charge for such service and may change the amount of such charge, from time to time at its sole discretion. This service is strictly for members children. Minimum age of children is 6 months.
- 18. KIDZERSIZE.** In clubs where this service is available, the minimum age for any child is one year. This service may be available to all members for a fee.

19. **PROGRAMS AND SERVICES.** Member acknowledges that member is purchasing a membership in a physical fitness facility. Club may provide, at its sole discretion, programs (such as dance exercise programs), facilities, services or equipment incidental or related to physical fitness. Club shall not be required to continue any particular programs, facilities, services or equipment as part of its contractual obligations hereunder and may discontinue, change, or modify the same in its sole and absolute discretion, without recourse by member.

20. **ATTENTION PURCHASER.** It is our experience that at various times during the year, for example, from mid-January through April or May, club attendance will vary. As a result of these variations between different times of the year, and possibly different times of the day, there may be increased attendance. You may consider the Club to be overcrowded at these times, which may be different from that which you observed at the time this Contract was executed. At peak times, you may have to wait for the use of equipment or other facilities. Such increased attendance may cause more delays in your exercising routine than that which you encountered at other times. Although these delays may, in fact, never occur, we

deem it our responsibility to make you aware of this possibility so that you may make a fully informed purchasing decision when this contract is executed.

21. **CHECK PROCESSING POLICY.** In the event that your check is returned unpaid for insufficient funds, we may present you check electronically. In the ordinary course of business, your check will not be provided to you with your bank statement, but a copy can be retrieved by other means. Additionally, we may electronically assess a \$25.00 returned check fee against your account.

22. **PROCESSING FEE:** A processing fee is applied to all monthly membership invoices. For memberships that are processed via Checking Account deduction via ACH (Automated Clearing House), the processing fee will be waived. For all other methods, including credit cards, the processing fee will apply.

23. **ALTERNATE PAYMENT METHOD:** If you provide us with more than one method of payment, you authorize us to charge any amounts you may owe us including, but not limited to, any membership related obligations, retail transactions, and/or online purchases to any form of payment which you have provided us until such time as you revoke your authorization for that method of payment by written notification delivered to the club in person or preferably via certified mail to the address listed above. Providing us with an alternate form of payment on your account protects your membership from interruption due to any unforeseen issues with your first method of payment for recurring membership dues and annual fees and provides a secondary method of payment for any other club related purchases.

24. **DUES INCREASE NOTICE:** Member or Buyer agrees to pay monthly Membership dues and an Annual Maintenance Fee as set forth in the agreement. Crunch Champaign may increase the monthly Membership dues and/or the Annual Maintenance Fee once per calendar year upon giving Members thirty (30) days prior notice, posted in a Crunch Champaign facility and/or sent by mail to Member or Buyer. Crunch Champaign may adjust any fees other than monthly Membership dues and the Annual Maintenance Fee at any time, at its sole discretion. Crunch Champaign has the right to add to the monthly Membership dues and Annual Maintenance Fee any tax imposed by the government.

25. **CLUB ANNUAL FEE.** The club reserves the right to change and annual fee. This is to be paid on the agreed upon day of the month per the contract per year as long as the membership is in effect.

26. **FITNESS VENTURES CHAMPAIGN, LLC DBA CRUNCH CHAMPAIGN IS THE OWNER OF THIS FACILITY AND FITNESS CENTER OPERATION AND HAS BEEN LICENSED BY AN AFFILIATE OF CRUNCH, LLC TO USE THE CRUNCH FITNESS MARKS IN CONNECTION WITH ITS OPERATION. NEITHER CRUNCH, LLC NOR ANY RELATED ENTITY IS THE OWNER OF THIS CRUNCH FACILITY AND FITNESS CENTER OPERATION. NEITHER CRUNCH, LLC NOR ANY RELATED ENTITY IS CONTRACTUALLY OR**

**OTHERWISE LIABLE TO YOU AS FITNESS VENTURES CHAMPAIGN, LLC
DBA CRUNCH CHAMPAIGN IS SOLELY LIABLE FOR THE DEBTS AND
OBLIGATIONS OF THIS FACILITY AND FITNESS CENTER OPERATION.**

27. RIGHT TO TERMINATE OR CHANGE SERVICES, RATES, AND FACILITIES:

It is agreed that all regulations, policies, services, hours, rates, monthly dues and fees for additional services such as Personal Training, are subject to change without notice at the sole discretion of CRUNCH and Fitness Ventures Champaign, LLC. Except as otherwise provided herein, any such change does not release member from any obligation under this agreement.

28. FREEZE RULES: Freezing your membership does not freeze your annual maintenance fee. Your current annual fee will still be applied on the applicable date according to the terms of your membership. You monthly dues must be current in order to freeze your membership. Memberships can be frozen for up to 6 months. Billing will begin immediately after the freeze period. No notification will be provided and no refunds will be permitted.

29. FORCE MAJEURE: For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Club including but not limited to strikes, lock-outs or other industrial disputes (whether involving the work-force of the Supplier or any other party), failure of a utility service or transport network, pandemic, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, (b) the Club shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event, it shall not cease billing if able to provide virtual services or provide for additional time on membership when able to resume services (c) If the Force Majeure Event prevents the Club from providing any of the Services for more than 8 weeks, the Club shall, without limiting its other rights or remedies, have the right to freeze billing or terminate this Contract immediately by giving written notice to the Customer.

This facility utilizes various technologies and data analysis, including member or facial recognition to track group fitness class popularity and class participation so that we can better serve our members experience and make recommendations to improve member's overall experience in the club. Any workout data gathered is used for internal purposes only and never shared with a third party. By providing us with your contact information and signing this agreement, you give your prior express written consent to the use of these technologies. Your consent to the use of these technologies is not a condition of purchasing any goods and services, nor is it a condition to maintain this contract in good standing. Members can choose to opt out of this technology by seeing a team

member at the front desk.

BIOMETRIC TECHNOLOGIES. The terms “biometric identifier” and “biometric information” as used in this paragraph are intended to have the same definitions as provided in the Illinois Biometric Information Privacy Act, 740 ILCS § 14/1, et seq. Crunch and ABC Fitness Solutions, LLC utilize biometric identifiers and biometric information, including fingerprint scans, member or facial recognition, or other biometric identifiers and biometric information. Crunch and ABC Fitness Solutions, LLC collect, store, receive, obtain, and/or use biometric identifiers and biometric information only for the specific purposes of tracking group fitness class popularity, class participation, and club and/or class attendance or access. Crunch and ABC Fitness Solutions, LLC will retain your biometric identifiers and information until such time when the initial purpose for collecting or obtaining such biometric identifiers or biometric information has been satisfied (such as if Crunch ceases the use of biometric identifiers or biometric information as described in this paragraph), or within three (3) years of your last interaction with Crunch, whichever occurs first. Crunch and ABC Fitness Solutions, LLC use appropriate information security safeguards designed to protect biometric identifiers and biometric information when it is being collected, stored, and transmitted. These safeguards include firewalls, physical and digital security measures, encryption, identity and access restrictions, authentication and authorization controls, system and event logging, and file backup. The technology that Crunch uses to collect and capture the biometric identifiers provides encrypted information based on the biometric identifier to ABC Fitness Solutions, LLC, but the biometric identifier itself (such as a fingerprint or a facial scan) is not transmitted to ABC Fitness Solutions, LLC, nor is the biometric identifier capable of being obtained or recreated based on the encrypted information transmitted from Crunch to ABC Fitness Solutions, LLC. Crunch and ABC Fitness Solutions, LLC only have access to encrypted biometric information as required to fulfill the specific purposes identified above in this paragraph. Crunch and ABC Fitness Solutions, LLC will not disclose or disseminate any biometric identifier or biometric information to any third party, unless it obtains your written consent to such disclosure or dissemination or as required or authorized by law. By providing your contact information and signing this Agreement, you give your prior express written consent to Crunch and ABC Fitness Solutions, LLC to the use of these biometric identifiers, biometric information, and related technologies, as described in this paragraph. Your consent to the use of these biometric identifiers, biometric information, and related technologies is not a condition of purchasing any goods and services, nor is it a condition to maintain this Agreement in good standing. You can choose to opt out of Crunch's and ABC Fitness Solutions, LLC's use of these biometric identifiers, biometric information, and related technologies in connection with this Agreement by contacting Crunch in writing at 40 E Anthony Dr Champaign, IL 61820 or by seeing a team member at the front desk.

CONTACT WITH MEMBERS. Member affirms, acknowledges and attests that Member's mailing address, telephone number, and e-mail address provided on the face of this agreement, or subsequently provided by the member to Crunch and/or ABC Financial Services, LLC, are accurate and were provided by Member voluntarily. Crunch Fitness, including its agents and affiliates, and ABC Financial Services, LLC may contact you via telephone, robocalls, email, text message or other means from time to time for the purpose of notifying you of issues related to your membership or billing information, for automatic payment processing issues or for messages deemed to be advertisements. By providing us with your contact information and signing this agreement, you give your prior express written consent to receive membership and billing-related communications, and messages deemed to be advertisements from us or our authorized delegate to the extent permitted by applicable law, including without limitation the Telephone Consumer Protection Act and the Fair Debt Collection Practices Act. By providing us with your contact information and signing this agreement, you give your prior express written consent to receive SMS text messages from Crunch, including its agents and affiliates, even if such communications are considered ad-

vertisements and even if such communications are received after the termination of this agreement. This provision survives the termination of this agreement. Text alerts may be sent using an automated dialing system. Your consent to receive text messages is not a condition of purchasing any goods or services, nor is it a condition to maintain this contract in good standing. Members can opt-out of SMS communications by replying "STOP" to any SMS text communication you receive. Message and data rates may apply.

ARBITRATION. Member agrees that any dispute, controversy, or claim arising out of or relating in any way to the Membership Agreement, including without limitation any dispute concerning the construction, validity, interpretation, enforceability, or breach of this Membership Agreement, or any dispute concerning communications that the Member receives following termination of this agreement, shall be exclusively resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The place of the arbitration shall be Brownsville and Texas law shall apply. In the event of a claim arising out of or relating in any way to the Membership Agreement, the complaining party shall notify the other party in writing thereof through a demand for arbitration which shall be made within a reasonable time after the claim has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the claim. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This arbitration clause shall also apply to any dispute, controversy, or claim between the member and any third party with whom the Club contracts in order to perform its obligations or exercise its rights under this Membership Agreement, including without limitations, its third party payment processor, which is currently ABC

Financial Services, LLC.

"The party bringing the action is responsible for the arbitration fees."

MEMBER UNDERSTANDS AND AGREES THAT THE MEMBER AND THE CLUB ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT. NEITHER THE MEMBER NOR THE CLUB SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

E-SIGN CONSENT: Certain laws and regulations may require Crunch and/or ABC Financial Services, LLC to provide Member with written notices and disclosures on paper. With Member's consent, this information may be provided to Member electronically. Member's consent hereto shall apply to each and every disclosure, notice, agreement, statement, term and condition, and any other information (collectively, the "Documents") that Crunch and/or ABC Financial Services, LLC may provide Member. Member's consent to receive the Documents electronically shall continue until expressly withdrawn by Member. Notwithstanding, Member may request a paper copy of all electronic Documents by contacting Crunch and/or ABC Financial Services, LLC, and requesting a paper copy. Member may withdraw its consent at any time by notifying the customer service department of Crunch and/or ABC Financial Services, LLC. Upon withdrawing consent, Member shall no longer receive the Documents electronically. Member acknowledges that withdrawing consent may result in additional fees for Member's receipt of the Documents. Member agrees to maintain a valid email address with Crunch and/or ABC Financial Services, LLC, and to promptly notify Crunch and/or ABC Financial Services, LLC of any changes to Member's email address. If Member has provided another type of electronic contact information, such as a phone number, then Member may change that contact information by contacting the customer service department of Crunch and/or ABC Financial Services, LLC. To access, view and receive the Documents electronically, Member agrees and acknowledges that they must have: (i) a computer, mobile device, tablet or smartphone, (ii) a version of internet browser software that is up-to-date and supported by Member's electronic device, (iii) an internet connection, (iv) software that is capable of accurately reading and displaying electronic PDF files, (v) a computer or electronic device operating system capable of supporting the items above, and (vi) a printer or electronic storage device if Member desires to print any electronic Documents. Member acknowledges that they may also need a certain brand or device that can support applications intended for Member's electronic mobile devices, tablets, and smartphones. In the event the required software or hardware is modified in such a way that would create a material risk to Member to access the Documents electronically, then Crunch and/or ABC Financial Services, LLC will notify Member following such material modification. **By accepting the terms of this Agreement, Member does hereby agree to the terms and conditions of this paragraph and consents to the same. Member does also confirm that Member has the software and hardware described above, that Member has the means necessary to access, view, and receive the Documents electronically, and that Member has provided a valid and active email address to Crunch and/or ABC Financial Services, LLC.**

MEMBERSHIP AGREEMENT INQUIRIES

To better serve you, please direct all questions regarding your membership agreement or the health club's facilities or services to the club at the address listed at the top of page 1 of this agreement.

Our mailing address is:

Crunch Champaign
[40 E Anthony Dr](#)
[Champaign, IL 61820](#)
Phone: [\(217\) 560-3170](#)
Email: info@crunchchampaign.com

Copyright © 2021 ABC Financial Services, Inc. All rights reserved.