



MEADOWS FITNESS CENTER TERMS & CONDITIONS

By using the Meadows Fitness Center, the PushPress App and website themeadowssarasota.org (**hereinafter referred as the "Sites"**) you agree to be bound by the Terms of Use set forth below. Use of the Sites is strictly voluntary. If you do not agree to these Terms of Use and the Privacy Policy, you must immediately log off the Sites and may not use the Sites.

These Terms of Use apply to your access to and use of the Sites and do not alter in any way the terms and conditions of any other agreement you may have with The Meadows Community Association, Inc. and/or Meadows Fitness Center, hereinafter "Meadows". If you breach any of these terms and conditions, your authorization to use the Sites automatically terminates and you must immediately discontinue use of the Sites.

COLLECTION OF INFORMATION: Any information collected at the Sites is governed by our Privacy Policy, unless otherwise stated. To access and use certain services available through the Sites, you may be required to register with Meadows Fitness Center through a login/registration page and you must agree to be bound by any additional applicable terms and conditions contained there.

YOUR ACCOUNT: If you are a registered user of the Sites, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account or password. The Meadows reserves the right, without notice and in its sole discretion, to refuse or restrict access or service, terminate accounts, or remove or edit content.

INDEMNIFICATION: You agree to defend, indemnify and hold The Meadows harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Sites. You agree to indemnify, defend, and hold the Meadows and its successors and assigns harmless from and against and in respect of any and all third party claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorneys' fees that the Meadows incurs or suffers which relate to your use of the Sites, your failure to perform any of your obligations under these Terms of Use, or your breach of any of your representations or warranties made under these Terms of Use.

COPYRIGHT: All of the Content you see on this website, including, for example, all of the page headers, images, illustrations, graphics, audio clips, video clips, and text, are subject to trademark, service mark, trade dress, copyright and/or other intellectual property rights or licenses held by the Meadows, one of its affiliates or by third parties who have licensed their materials to The Meadows. The Content of the Meadows website, themeadowssarasota.org, and the Sites as a whole, are intended solely for personal, noncommercial use by the users of our Sites. You may download, print and store selected portions of the Content, provided you (1) only use

these copies of the Content for your own personal, non-commercial use, (2) do not copy or post the Content on any network computer or broadcast the Content in any media, and (3) do not modify or alter the Content in any way, or delete or change any copyright or trademark notice. No right, title or interest in any downloaded materials is transferred to you as a result of any such downloading. The Meadows reserves complete title and full intellectual property rights in any Content you download from this website. Except as noted above, you may not copy, download, reproduce, modify, publish, distribute, transmit, transfer or create derivative works from the Content without first obtaining written permission from The Meadows.

TRADEMARKS: The trademarks, service marks, trade dress, and “look and feel” (the “Trademarks”) used and displayed on the Sites are registered and unregistered Trademarks of the Meadows and others. Nothing on the Sites shall be construed as granting any license or right to use any Trademark displayed on the Sites without the prior written permission of the Trademark owner. Other product and company names mentioned in the Sites may be the Trademarks of their respective owners. All other intellectual property rights related to the content, software, and technology included on the Sites or used in the operation of the Sites, including without limitation, patents, trade secrets, trade dress, publicity rights, character rights, titles, and artistic and moral rights are the owned or licensed property of the Meadows. Any use of these rights without the prior written permission of the Meadows is strictly prohibited.

ACCURACY: Information on the Sites may contain typographical errors, inaccuracies, or omissions in relation to services, pricing, locations, descriptions, information, and other matters. The Meadows reserves the right to correct any errors, inaccuracies, or omissions and to discontinue, change or update information at any time without prior notice. If the Meadows discovers any price errors, it will be corrected on the Meadow’s systems, and the corrected price will apply to your order.

DISCLAIMER OF WARRANTIES: These Sites and all contents of these Sites are provided on an “as is” basis without warranties of any kind, either express or implied, including without limitation warranties of title or implied warranties of merchantability or fitness for a particular purpose. You acknowledge, by your use of these Sites, that your use of these Sites is at your sole risk, that you assume full responsibility for all costs associated with all necessary servicing or repairs of any equipment you use in connection with your use of our Sites, and that The Meadows shall not be liable for any damages of any kind related to your use of these Sites. While we will make every effort to keep content on these Sites current, we do not guarantee it is the most up to date information available. For up-to-the-minute information on class changes, contact information and any other information regarding the Meadows locations, its operations, programs, and offers, please contact the Meadows Fitness Center.

PROHIBITED ACTIVITIES & VISITOR OBLIGATIONS: As a visitor or user of the Sites you shall not:

- violate any applicable law or regulation;
- upload, post, use, transmit, or otherwise make available, including by e-mail, (each, a “Post”) any content or information that is false or inaccurate;

- post any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or content that could otherwise be considered to be objectionable;
- impersonate or use the identity of another person or organization, or falsely state or otherwise misrepresent your affiliation with a person or organization;
- engage in any activities or manipulate identifying material to misrepresent the origin of content;
- post any content that is subject to any disclosure restrictions;
- post any materials, items, information or content that infringes or otherwise violates any patent, copyright, trademark, or any other intellectual property rights;
- post any unsolicited or unauthorized advertising or promotional materials, including without limitation, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- use the Sites to disseminate any information or content, including by e-mail, that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or information or content that could otherwise be considered to be objectionable;
- post any material that contains software viruses or any other corrupt computer code, files or programs that impair the use of any computer software or hardware or telecommunications equipment;
- interfere with or otherwise limit the use of the Sites by other users; or collect, compile, or store personal information about other users of the Sites;
- disrupt or interfere with the operation of the Sites by overloading or exceeding the capacity of the Sites or the systems resources; accounts; usernames and passwords; servers; or networks connected to or accessible through the Sites or any affiliated or linked Sites;
- disrupt or interfere with the security of, or otherwise cause harm to, the Sites or the systems resources; accounts; usernames and passwords; servers; or networks connected to or accessible through the Sites or any affiliated or linked Sites;
- use any robot, spider, other automatic device, or manual process to "screen scrape," monitor, "mine," or copy the web pages on the Sites or the content contained therein without Anytime Fitness's prior, express, and written permission; or
- use the Sites for commercial purposes unless expressly authorized to do so.

PAYMENT: You authorize the Meadows and any payment processing service provider it may engage to charge your credit card, or to debit or process payment through any other offered means, for any products or services you purchase through your use of the Sites. You represent and warrant that you are the only one who will make payments in connection with the Sites, and you shall be responsible for any and all uses of your credit card, debit card, or any other payment means used in or under your name. **Unless otherwise specified, any amounts paid to the Meadows is nonrefundable.**

CANCELLATION POLICY: You may cancel this membership at any time. In order to cancel the

membership, you must request a Cancellation from Meadows Fitness Center. The effective date of the cancellation is immediately upon receipt of the request. However, if there is any charge scheduled within the 30 day period, immediately after the date of cancellation, that scheduled charge will process and sessions purchased in such final transaction(s) may be used. After successful cancellation has occurred, and any payments scheduled for the 30 period after the date of cancellation have been charged, you will no longer be charged and you will maintain your valid session credits until they are used or expire. Appointments can be canceled without charge up to 24 hours before the scheduled start time of the appointment. Cancellations made with less than 24 hours' notice before the scheduled start time of the appointment shall either forfeit use of the session or incur a Late Cancellation fee, at the Meadows sole and absolute discretion.

MEMBERSHIP PLAN RESTRICTIONS: The membership agreement is strictly limited to the deeded Homeowner or 3-12 month Tenants named on the lease agreement and are non-transferable to any other person. Memberships are not provided to extended family members, temporary guests or friends.

GUESTS: Homeowners are responsible for the conduct of their guests. All guests are entered into the system. All guests are required to use the same email as the member and must be a part of a Meadows resident account listed under sub-account. All guests must sign the MCA policies, terms & conditions and waiver. All guest must be 16 years of age or older and must be accompanied by the Meadows resident at all times during their use of the fitness facility. Guests are limited to 7 visits per stay with a maximum of 3 stays per year. Guest must be living with the Meadows resident and not from a nearby community in Sarasota outside of the Meadows.

NON-REFUNDABILITY: All fees are non-refundable.

LINKS TO OTHER WEBSITES: The Sites may contain links to other websites. Additionally, other websites may contain links to the Sites. The Meadows does not review or monitor the websites linked to the Sites and the Meadows is not responsible for the content or policies of any other websites. Any link established by the Meadows does not constitute an endorsement of the other websites or create a relationship between the Meadows and the operators of other websites. The Meadows disclaims any liability with respect to your use of any other websites, and you release the Meadows from any liability related to your use of any link to another website or your use of any other websites. Where the Sites contains a link to another website owned and/or operated by the Meadows, such website use may be subject to different and additional terms of use and privacy policy terms and conditions.

LIABILITY AND DISCLAIMERS: The Meadows is not liable for any injury or damage resulting from the use of its services, or the use of its websites. The Meadows is not liable for any injury or damages resulting from any misstatement, outdated or inaccurate information posted on its websites.

IN NO EVENT SHALL THE MEADOWS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, OR DATA ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF WEBSITES.

If you are dissatisfied with any portion of The Meadows Sites or these Terms and Conditions, your sole and exclusive remedy is to cease and discontinue use of The Meadows Sites.

DISPUTED CHARGES: Any refund provided through the members banking institution may result in suspension of use rights until fees and full amount of refund is brought current.

DISPUTE RESOLUTION: Any disputes arising under these terms will be resolved in accordance with the MCA's Governing Documents and the laws of the State of Florida.

AMENDMENT OF TERMS: The Meadows reserves the right to amend these terms and conditions with appropriate notice to the members.

GOVERNING LAW: These terms are governed by the Meadows Governing Documents and the laws of the State of Florida.

ACCEPTANCE OF TERMS: By continuing to utilize the MCA Sites or by registering for a Membership Plan, members agree to be bound by these terms and conditions.

ACKNOWLEDGMENT BY MEMBER:

THE MEMBER ACKNOWLEDGES HAVING CAREFULLY READ ALL OF THE PROVISIONS OF THE MEMBERSHIP PROGRAM. THE MEMBER CONFIRMS THAT THEY HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS REGARDING THESE TERMS AND CONDITIONS AND UNDERSTAND THAT MEMBERSHIP PRIVILEGES MAY EXPIRE UNDER CERTAIN CONDITIONS AS PROVIDED IN THESE TERMS AND CONDITIONS.

EMPLOYEES, TRAINERS OR OTHER CONTRACTORS

THIS SECTION OF THESE TERMS OF USE APPLY ONLY IF YOU ARE AN EMPLOYEE, OUTSIDE TRAINER OR OTHER CONTRACTOR WHO IS ALSO AUTHORIZED TO RECEIVE ACCESS TO THE DATA OF OTHER USERS FOR COMMERCIAL USE. You may use your ability to access data applicable to other persons ("Member Data") and use the Member Data that is disclosed to you, solely for the purposes of providing assistance to the other person in that person's use of the Sites or Meadow Fitness® Center facilities or services. You must take all reasonable measures to prevent Member Data from being exposed or disclosed to others. You may not disclose any Member Data to any other person without the prior consent of the Meadows. You acknowledge that in the event any Member Data in your possession or control is exposed or disclosed without authority, whether by your fault or not, the Meadows may be required to give notice of such exposure to the affected members and to law enforcement authorities. You will be deemed responsible for any losses and expenses suffered by the Meadows or by a member which are caused by your negligent, intentional, or malicious acts regarding violation of your obligations in this paragraph, including but not limited to related attorneys' fees.

SUBMISSIONS: We welcome your feedback regarding the Sites as well as our Fitness Center. However, any comments, feedback, notes, messages, ideas, suggestions or other communications (collectively, "Comments") sent to the Meadows shall be and remain the exclusive property of The Meadows. Your submission of any such Comments shall constitute an assignment to The Meadows of all worldwide rights, titles and interests in all copyrights and other intellectual property rights in the Comments. The Meadows will be entitled to use,

reproduce, disclose, publish and distribute any material you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any comments that you do not wish to assign to us, including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork. All questions, comments, suggestions, and similar materials or information that you send or submit to the Meadows or a third party provider on the Sites, by a Post or otherwise (collectively, "Submissions"), shall become the Meadow's property; and you hereby transfer, sell, and assign to the Meadows all of your right, title, and interest in and to any such Submissions, including without limitation, any and all related patent, copyright, trademark, and other intellectual property rights. The Meadows has no obligation of any kind whatsoever to maintain any confidentiality with respect to any such Submissions. The Meadows shall be free to use them for any purpose whatsoever without providing you notice or receiving your consent, and without restriction or compensation. You agree that you are solely responsible for the Post of any content that you make available on or send through the Sites ("User Content").

CONTACT: For questions or comments related to the Sites or these Terms of Use, please email us at mca@meadowscs.com