Terms and Conditions - Impulse Body Fitness Program

Dear user, it is important to read the following information prior to using our software website and utilizing the services we provide. By signing and accepting our terms and or continue to use our services, once this document is finalized it states that you have legally accepted our policies and terms & conditions.

### Services

Impulse Body Fitness is the first international chain of boutique studios to utilize wireless EMS (electro muscular stimulation) technology in a group training model (classes and sessions), instructed by certified trainers. Followed is a revolutionary system designed to boost your routine through light impulses that stimulate up to 80% of the body's muscles, achieving in just 25 minutes the equivalent of two hours of traditional training. The classes are within the available hours (same that can be modified at the discretion of the company). By virtue of the technology used in the training sessions instructed by Impulse Body Fitness, The client can take a maximum of 3 classes per week, 25 minutes per day, with the understanding that they must allow one day to elapse between one class and another.

**Costs and Promotions** 

Impulse Body Fitness reserves the right to make any changes in price of the services offered without prior notice. If you require an invoice, you must inform Impulse Body Fitness and provide all the information required. Also note that all promotions will only be valid within the period established by them.

## **Packages and Guidelines**

Group Class Packages The validity of our memberships is listed below starting from the date of subscription of said membership by the user (the validity):

- Monthly membership: Covers up to one calendar month (30 days) from the date of purchase.
- Quarterly membership: Covers up to three months (90 days) from the date of purchase.
- Semiannual membership: Covers up to six months (180 days) from the date of purchase.
- Annual membership: Covers up to twelve months (360 days) from the date of purchase.

## **Packages- Private Training Sessions**

10 Sessions: 3 times a week, 25 minutes per session

20 Sessions: 3 times a week, 25 minutes per session

30 Sessions: 3 times a week, 25 minutes per sesión

We are pleased to extend our congratulations on your decision to engage in an exercise program. By enlisting the expertise of a personal trainer, you are taking a significant step towards enhancing your training efficiency and safety while maximizing the benefits. The details of these training sessions are designed to contribute to your long-term progress. In order

to achieve maximum progress, it is imperative to adhere to program guidelines during supervised and unsupervised training days (if applicable). Please keep in mind that exercise and healthy eating are of equal importance.

Throughout your exercise program, every effort will be made to ensure your safety. However, it is crucial to acknowledge that, like any exercise program, there are inherent risks, including increased heart stress and the potential for musculoskeletal injuries. By volunteering for this program, you agree to assume responsibility for these risks and waive any possibility for personal damage. Furthermore, you confirm that, to your knowledge, you have no limiting physical conditions or disabilities that would preclude an exercise program. By signing below, you accept full responsibility for your own health and well-being, and you

acknowledge an understanding that no responsibility is assumed by the leaders of the program.

It is recommended that all program participants work with their personal trainer three (3) times

per week. However, a combination of supervised and unsupervised workouts is possible due to scheduling conflicts and financial considerations.

#### \*Personal Training Terms and Conditions: \*

1. No personal training refunds will be issued for any reason, including but not limited to relocation, illness, insured and unused sessions.

2. Clients arriving late will receive the remaining scheduled session time, unless other arrangements have been previously made with the trainer.

3. The expiration policy requires completion of all personal training sessions within:

10 session package (60 days expiration)

20 session package (120 days expiration)

30 session package (180 days expiration)

All expiration dates will start from the first date of the contract. Personal training sessions are

void after the expiration date.

Unless other arrangements have been previously made with Impulse Body Fitness.

4. Impulse reserves the right to assign any available trainer to conduct your personal session based on their availability. If, for any reason such as an urgent job, illness, or unavailability, your original trainer is unable to conduct your sessions, Impulse will arrange for another instructor to take over. Your continuity and experience are of utmost importance to us.

5. We reserve the right to modify or increase personal training pricing without prior notice. We

kindly request that all clients stay informed about the current pricing structures by reaching out to our team for the latest information.

Furthermore, while we endeavor to offer promotions and discounts to our clients, it is important to note that these offerings are not obligatory for renewal by Impulse Body Fitness. Our promotional activities are subject to change and may not be guaranteed for future renewals.

# IMPORTANT NOTE:

In case of not using or attending classes, sessions acquired according to each membership within the validity of the estimated time according to your membership, will be taken as effectively accrued, so they cannot be replaced or postponed for future use.

Returns or Refunds:

All payments made by the client in relation to any of our memberships and session, will be final, no refunds will be granted 24 hours after purchase.

## **Class Policies Appointments**

Classes will have a limited capacity and most schedule your session prior to attending any class; reservations must be schedule through the software provided by Impulse to the user.

Then, the user may choose the class or session they wish to attend within those available, as long as the users membership is valid and follows our terms and conditions of service. People who book first will have their class insured according to the quota of each class. BE ON TIME as classes start on time, out of courtesy and respect for other users, it is necessary to read and comply with the following guidelines to avoid losing a credit or session:

On your first class arrive at least 20 minutes prior the start of the class, you will be given a brief introductory explanation to your class.

If you have already attended more than one class: you must arrive at least 10 minutes before.

Important: once each class begins, there will be no access to it allowed. The class is marked as started from the moment the warm-up begins, this will happen on the hour, in this case, the user's class will be marked as if they had attended, and they will lose their credit and session.

# **Cancellation of classes**

Any class can be cancelled without any penalty if done with four hours of anticipation notice of the start of the class. Cancellation must be done through the Impulse Body Fitness software.

Each reservation not canceled four hours in advance of the corresponding class will result in a discount on pending sessions, that is, it will be taken as a class taken. In case of sessions not used in the period assigned of the membership, the credits will not be refunded nor will the credits be returned.

Temporary suspension of packages.

It is not possible to temporarily suspend or freeze the validity of any package or membership, except in special cases related to: pregnancy, medical reasons with corresponding medical proof. The user is responsible of notifying Impulse Body Fitness, failure to do so may result, classes marked as taken.

## Deadlines:

The maximum time in case of pregnancy to resume the validity of your membership is
90 calendar days from the date of delivery.

2. The maximum time in case of any surgical intervention to resume the validity of your membership is 60 calendar days according to the indications in your request in question. Impulse Body Fitness reserves the right to admit or reject the user's request in its sole discretion.

# Wearing the suit

The use of the suit is responsibility of the user for which it is necessary to carefully observe and comply with the following points:

Do not expose to the sun. Excessive heat can damage the suit system.

The suit has a silver thread treatment that prevents the formation of bacteria, therefore, is not necessary to wash after each use; it's recommended to wash after 3 wears. Fold the suit to the right to insert it in the included mesh bag, fold it so that the plate where the battery is placed is on the inside of the suit.

Wash it in a delicate cycle.

Do not wash with other laundry.

Avoid spinning. Once the water is drained from the washing machine, remove it and hang that the suit air-dries.

Avoid using detergents. Its best recommended the use of neutral non-abrasive liquid detergents, without chemicals or flavorings.

Avoid using fabric softener.

Dry it in the shade and with a fan. Do not tumble dry or dry in the sun. The suit must not be altered, patched or include any type of logo, as it may cause failures in it.

Putting the Suit On:

To ensure the efficiency of the class, as well as the functionality of the suit during the class, the pads make direct contact with the skin. It is necessary to remember the following instructions: Men: use the suit without underwear.

Women: If the lower part of their underwear does not cover the gluteal area where the Pad passes through, they may use it. Accommodate the underwear in way that allows direct contact between the Pads and skin.

When putting on the suit do not pull any part where the cables are.

Pull the suit over your legs with the zipper towards your back.

Carefully pull it over your hips. Once you have the suit on your waist, place one arm (Left/Right) and adjust the sleeve so that the electrodes are on the indicated place, observe the same procedure for the other arm, once you have the suit over the shoulders grasp the lower part of the zipper with one hand and with the other hand pull the zipper up in a vertical position when it goes to the middle take the upper part of the zipper holding both parts together and pull the zipper to close to the end, ensure that the zipper reaches the top to prevent it from opening during training, below the bottom of the

zipper stroke is a mini magnet which can attach the bottom of the zipper to prevent the

zipper from interfering with your training.

Important: Impulse Boutique Fitness grants a guarantee for the suit as long as the maintenance and washing care is followed as describe in our policy.

#### Warranty

The warranty period is three months starting on the date when the suit was purchased, the warranty can only be exercised in the event of a defect in the suit, if any are found a new suit will be delivered. This warranty can only be exercised once. Example: with a manufacturer defect, which was already present when it was delivered. Any subsequent damage is not considered a defect. Examples of cases in where the warranty cannot be exercised: Inappropriate use the suit.

In the event of an impact received from the suit, either through violence, such as tearing of the material, caused by sand, stones or any other type of damage caused by the user. Not following the guidelines of care stated in our policy.

Damage due to improper washing.

The case of use outside of the natural wear and tear of the suit. Warranty is nullified if the customer disassembles the suit either partially or totally. Any deviation from its correct use or example of the above will void any warranty; Impulse Body Fitness will not be responsible or subject to changes or returns

# **Class Rules**

Follow all the instructions of the coach.

Cell phone use is not allowed during the session.

Do not leave the classroom with the box that is placed over the suit.

The box can only be inserted and removed by the coach or authorized Impulse Body Fitness personnel.

Only those individuals who will participate in the class can be in the room, visitors must remain in the waiting room.

Only those individuals who schedule a training session and are ready with their suit on

time may take the class.

The coach has every right to remove from the classroom or prevent the entrance to a new class,

to any individual who does not comply with any of the above guidelines.

Recommendations and Release of Medical Liability.

Most people can use EMS training, but if you have a special health condition that does not allow you to participate in conventional sports, then you must get your doctor's approval.

Unfortunately, we cannot accept clients with the following conditions: Pregnancy,

pacemakers, metals in the body, cancer treatment.

Members and participants should consult with their physician or undergo a physical examination before using any of the Impulse Body Fitness facilities or enrolling in any class,

especially if the member has a previous injury, history of heart disease, high blood pressure, or other chronic illness, is not used to physical exertion, or has other physical limitations. Members and participants acknowledge that Impulse Body Fitness does not guarantee any medical or fitness benefits that may be obtained through the use of Impulse Body Fitness facilities, equipment, or services. Impulse Body Fitness does not substitute or suggest any medical treatment to members or participants. Only licensed medical professionals are qualified to give medical advice.

## **Health guarantees**

Members and participants state that:

1. There are no medical or physical conditions that prevent the use of the Impulse Body Fitness facilities.

2. They have not been instructed by any physician not to use Impulse Body Fitness facilities equipment and services.

3. Are in good health and do not have a disability, impairment, injury, illness or condition that prevents them from engaging in active or passive exercise or that may cause an increased risk of injury or adverse health consequences as a result of exercise.

## Activity risk

Any strenuous athletic or physical activity carries certain risks. Members, participants and their guests assume the risk of any and all accidents or injuries that may be suffered by, or in connection with the use of Impulse Body Fitness facilities. We do not guarantee that any facility or equipment is risk free. Members and participants agree to exercise care in the use of

Impulse Body Fitness facilities, equipment, and services to prevent any accident.

The signer accuses in advance and discloses all criminal or civil liability to Impulse Body Fitness and its representatives regarding any accident or injury that he may suffer during his stay at the Impulse Body Fitness facilities.

Impulse Body Fitness reserves the right, at its discretion, to modify or replace any of these terms and conditions of the user to change, suspend or interrupt the services or access to the website including, without limitation, the availability of any feature, database or content, at any

time by posting a notice on the website or via email.