



7755 ARJONS DRIVE, SAN DIEGO, CA 92126  
 P- 800.541.4900 | F- 858.566.8898 | EFISPORTSMEDICINE.COM

# GRAVITYClubhouse™ Charter Membership Agreement

- GENERAL.** This agreement ("Agreement") is between Engineering Fitness International Corp., doing business as efi Sports Medicine, which provides the branded service GRAVITYClubhouse™ ("we", "us" or "efi Sports Medicine"), and customer ("you" or "customer") for a subscription based membership providing business support for successful GRAVITYProgram® promotion, growth and trainer development, including but not limited to DVDs, CDs, firmware and software, streaming video, downloadable electronic files or any future developments ("Service"). By subscribing to, using or paying for the Service or any of the materials and/or products used to provide the Service or provided to you in conjunction with providing the Service ("Products"), you represent that you have read and understand fully the terms and conditions of this Agreement; you agree to be bound by these terms and conditions, and to follow the process, terms and process the charges disclosed to you in association with your enrollment, including those printed in marketing materials and on the GRAVITYClubhouse™ website, www.GRAVITYClubhouse.com ("Site"), which are incorporated herein by reference. Other than any increase in membership fees, we reserve the right to make changes to our Service, Products, terms and conditions of this Agreement and any terms, policies (including, without limitation, our Privacy Policy) and guidelines provided on our Site without prior notice to you. Your continued use of our Service, Products or Site shall be deemed your acceptance to these changes. We encourage you to visit our Site or call us at 1(800) 541-4900 for any updates.
- COPYRIGHT; TRADEMARK.** The Service, Products, and all information, documents and materials on the Site are protected by trademark, copyright or other intellectual property laws. Except as we may expressly authorize, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publish, adapt, edit or create derivative works from the Service, Products or content or materials on the Site. All of our domain names are and will at all times remain our exclusive property, and nothing in this Agreement grants you the right or license to use such domain names.
- UNAUTHORIZED USAGE OF EFI SPORTS MEDICINE SERVICE, PRODUCTS OR SITE.** You acknowledge that you are not given any license to use the Service, Products or Site, other than a nontransferable, revocable license to use such Service, Products or Site strictly in accordance with the terms and conditions of the Agreement, and that the Products and Site are exclusively for the use in connection with the Service. You may not resell or transfer the Service or Products to any other person for any purpose.
- LIMITATIONS OF EFI SPORTS MEDICINE LIABILITY.** IN NO EVENT WILL EFI SPORTS MEDICINE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, COMPENSATORY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, PRODUCTS OR SITE. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. OUR LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.
- DISCLAIMER OF WARRANTIES.** WE MAKE NO WARRANTIES OF ANY KIND REGARDING THE SERVICE, PRODUCTS OR SITE, AND EXPRESSLY DISCLAIM ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTIES THAT THE SERVICE, PRODUCTS OR SITE WILL MEET CUSTOMER REQUIREMENTS. WE DO NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, EFI SPORTS MEDICINE EMPLOYEES, AGENTS, OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.
- TERM.** The term of this Agreement shall be for one year and shall renew automatically on a year-to-year basis without further action by customer until terminated by either party according to Section 7 of this Agreement.
- TERMINATION.** This Agreement can be terminated by either party in its sole discretion upon giving written notice to the other party; provided, however, if you terminate this Agreement prior to the end of its annual term you grant us the right to charge you an early termination fee in the amount equal to three months of your membership fee. Upon termination of this Agreement, you must cease your use of the Service. Subject to applicable law, we reserve the right to suspend or deny, in our sole discretion, your access to all or any portion of the Service with or without notice. You agree that any termination of your access to the Service may be effected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your membership account and all related information and files in your membership account and bar any further access to such files or the Service. You also agree that we shall not be liable to you or any third-party for any termination of your access to the Service. You remain fully liable for accrued charges, taxes, and fees, if any, outstanding at the time of termination, and you authorize efi Sports Medicine to process these amounts to your credit or debit card.
- GOVERNING LAW.** This Agreement, and all other aspects of the use of the Service, Products and Site, shall be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law rules. This governing law provision applies no matter where you reside, or where you use or pay for the Service or Products.
- ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between us and supersedes all prior agreements, understandings, statements, or proposals concerning the Service, Products and Site, including representations, whether written or oral. No written or oral statement, advertisement, or service description not expressly contained in the Agreement will be allowed to contradict, explain, or supplement it. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The provisions of this Agreement relating to indemnification, limitations on liability, warranty limitations, and your obligations to pay for the Service and Products provided, shall survive any termination of this Agreement or termination of the Service.
- PRIVACY.** By executing this Agreement you agree to the terms and conditions of our Privacy Policy provided on our Site at <http://www.efisportsmedicine.com/support/privacy-security.htm>.
- RESOLUTION OF DISPUTES.** Any dispute or claim between you and us arising out of or relating to the Service or Products will be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in San Diego in accordance with its Commercial Arbitration Rules.
- INDEMNIFICATION BY CUSTOMER.** You agree to defend, indemnify, and hold efi Sports Medicine, its affiliates, officers, directors, employees, independent contractors and agents in connection with this Agreement, Service, Products or Site, harmless from claims or damages relating to or arising out of the Service, Products, Site or this Agreement. You agree that efi Sports Medicine should not be and is not responsible for any third party claims against us that arise from your use of the Service, Products or Site. Further, you agree to reimburse us for all of our costs and expenses related to the defense of any such claims, including attorneys' fees, unless such claims are based on our willful misconduct or gross negligence.
- CUSTOMER'S OBLIGATIONS.** Upon subscription to Service, purchase of Products or membership enrollment, you agree to: (i) provide accurate, current and complete information about yourself as requested for your account information ("Account Information"), and (ii) maintain and promptly update the Account Information to keep it accurate, current and complete. Upon execution of this Agreement, you will receive a member ID and a password. You are responsible for maintaining the confidentiality of your member ID and password. You agree to immediately notify us of any unauthorized use of your member ID or password or any other breach of security.
- PERMITTED USE OF THE SITE.** You agree that you are only authorized to visit, view and to retain a copy of pages of the Site for your own personal use, and that you shall not duplicate, download, publish, modify or otherwise distribute the material on the Site for any purpose other than for your personal use, unless specifically authorized by us. You also agree not to deep-link to the Site for any purpose, unless specifically authorized by us to do so. The content and software on this Site is the property of efi Sports Medicine and is protected by U.S. and international copyright laws. You further agree that you will not copy, modify, or publicly display any information or content on the Site for use in any commercial manner.
- EFI SPORTS MEDICINE CREDIT TERMS AND CHARGERS.** Upon subscription to Service, purchase of Products or membership enrollment, you must provide a valid credit or debit card number. By signing this form and initialing an appropriate box below, you authorize efi Sports Medicine to charge automatically to your credit or debit card the applicable amounts payable by you in selected increments in connection with your use of the Service, Products or Site throughout your membership. This authorization remains valid until 30 days after efi Sports Medicine receives your notice to terminate efi Sports Medicine's authority to charge your card, whereupon efi Sports Medicine will charge you for any outstanding charges, including but not limited to an early termination fee, and terminate the Service. You must advise efi Sports Medicine at once if the card expires, you close your account, your billing address changes, or the card is cancelled and replaced owing to loss or theft.

Please print your name clearly as it appears on your credit card.

MEMBER CONTACT LAST NAME \_\_\_\_\_ FIRST NAME \_\_\_\_\_

PHONE: DAY \_\_\_\_\_ EVENING \_\_\_\_\_ MOBILE \_\_\_\_\_

MEMBER FACILITY NAME \_\_\_\_\_

### SHIPPING INFORMATION

SHIPPING ADDRESS 1: \_\_\_\_\_

SHIPPING ADDRESS 2: \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

*Your email address will act as your user name to access GRAVITYClubhouse*

### BILLING & PAYMENT INFORMATION

Your billing address should match the address your credit card company has on file.

Check here if your Billing Address matches your Shipping Address.

CARDHOLDER NAME (PLEASE PRINT) \_\_\_\_\_

BILLING ADDRESS 1: \_\_\_\_\_

BILLING ADDRESS 2: \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SELECT CREDIT CARD:  VISA  MASTERCARD  DISCOVER  AMEX

CREDIT CARD # \_\_\_\_\_

EXP. DATE \_\_\_\_\_ CVV CODE\* \_\_\_\_\_

CARDHOLDER SIGNATURE \_\_\_\_\_

As it appears on your credit card.

\* Your CVV (CARD VERIFICATION VALUE) is located on your credit card to protect users from fraud. On Visa, Mastercard and Discover, the 3-digit CVV code is located on the back side of the card in the signature area. On American Express, the 3- or 4-digit CVV code is on the front side of the card above the credit card number.

### GRAVITYTrac™ SELECTION

Please indicate the GRAVITYTrac™ to which you wish to subscribe, the Membership Level and the Billing Cycle for which you agree to allow your credit card to be charged. Fill in the charge amount according to the pricing chart below.

SELECT TRACS:  GRAVITYGroup®  GRAVITYPersonalTraining®  GRAVITYPilates®

SELECT MEMBERSHIP LEVEL:  FACILITY  INDIVIDUAL

efi Sports Medicine offers you a 10% discount for paying annually once a year. Please enter the correct Billing Cycle amount by using the chart below; the 10% discount has been calculated for you.

BILLING CYCLE\*\*: MONTHLY \$ \_\_\_\_\_ YEARLY \$ \_\_\_\_\_

TRAC SUBSCRIPTIONS	FACILITY MEMBERSHIP		INDIVIDUAL MEMBERSHIP	
	Monthly	Yearly	Monthly	Yearly
One GRAVITYTrac	\$99	\$1188 \$1069.20	\$12	\$144 \$129.60
Two GRAVITYTracs	\$149	\$1788 \$1609.20	\$20	\$240 \$216.00
Three GRAVITYTracs	\$195	\$2340 \$2106.00	\$25	\$300 \$270.00

\*\* The first charge to your Credit Card will occur when efi ships you the first DVD Product and subsequently at the agreed upon intervals per this Agreement. If you sign up for all three Tracs, you will only be charged for two, until the GRAVITYPilates Trac launches in January of 2008.

DATE \_\_\_\_\_ MEMBER CONTACT SIGNATURE \_\_\_\_\_

REFERRING TRAINER USE ONLY: Referred by: \_\_\_\_\_ Referral Code: \_\_\_\_\_ Training Location: \_\_\_\_\_ Date of Referral: \_\_\_\_\_

OFFICE USE ONLY: WHITE = Order Processing CANARY = Service PINK = Customer



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- COPYRIGHT; TRADEMARK.** The Service, Products, and all information, documents and materials on the Site are protected by trademark, copyright or other intellectual property laws. Except as we may expressly authorize, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publish, adapt, edit or create derivative works from the Service, Products or content or materials on the Site. All of our domain names are and will at all times remain our exclusive property, and nothing in this Agreement grants you the right or license to use such domain names.
- UNAUTHORIZED USAGE OF EFI SPORTS MEDICINE SERVICE, PRODUCTS OR SITE.** You acknowledge that you are not given any license to use the Service, Products or Site, other than a nontransferable, revocable license to use such Service, Products or Site strictly in accordance with the terms and conditions of the Agreement, and that the Products and Site are exclusively for the use in connection with the Service. You may not resell or transfer the Service or Products to any other person for any purpose.
- LIMITATIONS OF EFI SPORTS MEDICINE LIABILITY.** IN NO EVENT WILL EFI SPORTS MEDICINE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, COMPENSATORY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, PRODUCTS OR SITE. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. OUR LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.
- DISCLAIMER OF WARRANTIES.** WE MAKE NO WARRANTIES OF ANY KIND REGARDING THE SERVICE, PRODUCTS OR SITE, AND EXPRESSLY DISCLAIM ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTIES THAT THE SERVICE, PRODUCTS OR SITE WILL MEET CUSTOMER REQUIREMENTS. WE DO NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, EFI SPORTS MEDICINE EMPLOYEES, AGENTS, OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.
- TERM.** The term of this Agreement shall be for one year and shall renew automatically on a year-to-year basis without further action by customer until terminated by either party according to Section 7 of this Agreement.
- TERMINATION.** This Agreement can be terminated by either party in its sole discretion upon giving written notice to the other party; provided, however, if you terminate this Agreement prior to the end of its annual term you grant us the right to charge you an early termination fee in the amount equal to three months of your membership fee. Upon termination of this Agreement, you must cease your use of the Service. Subject to applicable law, we reserve the right to suspend or deny, in our sole discretion, your access to all or any portion of the Service with or without notice. You agree that any termination of your access to the Service may be effected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your membership account and all related information and files in your membership account and bar any further access to such files or the Service. You also agree that we shall not be liable to you or any third-party for any termination of your access to the Service. You remain fully liable for accrued charges, taxes, and fees, if any, outstanding at the time of termination, and you authorize efi Sports Medicine to process these amounts to your credit or debit card.
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- ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between us and supersedes all prior agreements, understandings, statements, or proposals concerning the Service, Products and Site, including representations, whether written or oral. No written or oral statement, advertisement, or service description not expressly contained in the Agreement will be allowed to contradict, explain, or supplement it. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The provisions of this Agreement relating to indemnification, limitations on liability, warranty limitations, and your obligations to pay for the Service and Products provided, shall survive any termination of this Agreement or termination of the Service.
- PRIVACY.** By executing this Agreement you agree to the terms and conditions of our Privacy Policy provided on our Site at <http://www.efisportsmedicine.com/support/privacy-security.htm>.
- RESOLUTION OF DISPUTES.** Any dispute or claim between you and us arising out of or relating to the Service or Products will be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in San Diego in accordance with its Commercial Arbitration Rules.
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- CUSTOMER'S OBLIGATIONS.** Upon subscription to Service, purchase of Products or membership enrollment, you agree to: (i) provide accurate, current and complete information about yourself as requested for your account information ("Account Information"), and (ii) maintain and promptly update the Account Information to keep it accurate, current and complete. Upon execution of this Agreement, you will receive a member ID and a password. You are responsible for maintaining the confidentiality of your member ID and password. You agree to immediately notify us of any unauthorized use of your member ID or password or any other breach of security.
- PERMITTED USE OF THE SITE.** You agree that you are only authorized to visit, view and to retain a copy of pages of the Site for your own personal use, and that you shall not duplicate, download, publish, modify or otherwise distribute the material on the Site for any purpose other than for your personal use, unless specifically authorized by us. You also agree not to deep-link to the Site for any purpose, unless specifically authorized by us to do so. The content and software on this Site is the property of efi Sports Medicine and is protected by U.S. and international copyright laws. You further agree that you will not copy, modify, or publicly display any information or content on the Site for use in any commercial manner.
- EFI SPORTS MEDICINE CREDIT TERMS AND CHARGERS.** Upon subscription to Service, purchase of Products or membership enrollment, you must provide a valid credit or debit card number. By signing this form and initialing an appropriate box below, you authorize efi Sports Medicine to charge automatically to your credit or debit card the applicable amounts payable by you in selected increments in connection with your use of the Service, Products or Site throughout your membership. This authorization remains valid until 30 days after efi Sports Medicine receives your notice to terminate efi Sports Medicine's authority to charge your card, whereupon efi Sports Medicine will charge you for any outstanding charges, including but not limited to an early termination fee, and terminate the Service. You must advise efi Sports Medicine at once if the card expires, you close your account, your billing address changes, or the card is cancelled and replaced owing to loss or theft.

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PHONE: DAY \_\_\_\_\_ EVENING \_\_\_\_\_ MOBILE \_\_\_\_\_

MEMBER FACILITY NAME \_\_\_\_\_

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CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SELECT CREDIT CARD:  VISA  MASTERCARD  DISCOVER  AMEX

CREDIT CARD # \_\_\_\_\_

EXP. DATE \_\_\_\_\_ CVV CODE\* \_\_\_\_\_

CARDHOLDER SIGNATURE \_\_\_\_\_

*As it appears on your credit card.*

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### GRAVITYTrac™ SELECTION

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SELECT TRACS:  GRAVITYGroup®  GRAVITYPersonalTraining®  GRAVITYPilates®

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