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3. ELECTRONIC COMMUNICATIONS

When you visit the Website or send emails to us, you are communicating with us electronically. You consent to receive communications (including legal notices) from us electronically. We will communicate with you by email or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. We may also communicate with you through any other means set forth in any other Mercedes Club policy or notice published on the Website.

4. USER COMMENTS

All comments, feedback, ideas, suggestions, photos, videos, stories, submissions or other communications (collectively, “User Comments”) that you submit to us through our Website shall become the property of Mercedes Club. The submission of any User Comments shall constitute an assignment to Mercedes Club of all worldwide rights, titles and interests in all

copyrights and other intellectual property rights in the User Comments. Therefore, we will be entitled to use, reproduce, modify, publish, translate, create derivative works from, display and distribute such Comments for any purpose whatsoever without obtaining any further approval from you.

5. ONLINE CONDUCT

You agree to use the Website only for lawful purposes. You will be solely responsible for the content of any User Comments you submit to us through the Website. You are prohibited from posting on or transmitting through the Website any User Comments that are unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, or otherwise objectionable material of any kind, including but not limited to any material that encourages conduct that would constitute a criminal offense, or otherwise violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary rights. We reserve the right to prohibit and remove conduct, communication, or content that we deem in our sole discretion to be harmful to our Website, our Website users, or to violate any applicable law. Neither Mercedes Club nor its providers shall assume liability for any action or inaction with respect to conduct, communication, or content on the Website.

6. REGISTRATION, USERNAMES, AND PASSWORDS

You will be required to register with Mercedes Club in order to enter the member portal, manage your member account or access certain areas of our Website. You are responsible for maintaining the confidentiality of any username and password you use to access the member portal or private areas of our Website. You should use special care when accessing your account from a public or shared computer so that others are not able to view your password or other personal information. You agree to immediately notify Mercedes Club of any unauthorized use of your password or user name or any other breach of security related to your account, and to ensure that you log off from your account on our Website at the end of each session. We are not liable for any loss or damage arising from your failure to comply with any of these obligations.

7. RESERVATIONS

Member may reserve pool cabanas and spots in certain classes. The fees and cancellation policies vary and will be posted online when you make the reservation. If you do not cancel a reservation as stated in the applicable policies, you will be charged the stated cancellation fee. The Company reserves the right to suspend or terminate your account and prevent access to your account and member services if you repeatedly violate Mercedes Club's cancellation policies. Cancellation policies and fees are subject to change.

8. PRIVACY

Any personally identifiable information (such as your name, address, telephone number, email address or account information) that you transmit to our Website will be used by Mercedes Club in accordance with our [Privacy Policy](#). Any other communication or material you send to our Website, including any User Comments, will be treated as non-confidential and nonproprietary.

9. MEDICAL DISCLAIMER

Any exercise, nutritional, or medical information contained in or made available through our Website is for informational purposes only and is not intended to be a substitute for the advice provided by your own physician or other medical professionals. You should consult a physician in all matters relating to your health, including before starting any exercise program, fitness

activity or any fitness, food or diet program, whether or not such program is recommended by us. We make no representations or warranties with respect to any information contained in or made available through our Website regarding any exercise program, activity or nutritional advice. Nothing stated or presented on the Website is intended to be a substitute for professional medical advice, diagnosis, or treatment. Neither Mercedes Club nor any of its affiliates will be liable for any damages arising therefrom.

10. GENERAL DISCLAIMER

This Website and all contents are subject to change and are provided “as is” without warranties of any kind, either express or implied, including without limitation, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. While we will strive to keep the Website available at all times and its contents current, we do not guarantee it will always be available, adequate, accurate, uninterrupted, complete or error-free. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. For current information on classes, programs, offers or any other information regarding Mercedes Club, please contact us.

11. LIMITATION OF LIABILITY

You acknowledge, by your use of the Website or any linked websites, 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 Website or any linked websites, and that neither Mercedes Club nor any of its affiliates shall be liable for any damages of any kind related to your use of the Website or any linked websites. Any websites linked to this Website do not imply an endorsement of the linked website. We are neither responsible nor liable for any malicious or unauthorized code. You are solely responsible for having appropriate scanning and security measures for your devices, programs and information. Under no circumstances shall Mercedes Club or providers be liable to you or any third-party for any indirect, consequential, incidental, special or punitive damages, including, but not limited to, lost profits and business interruption, whether in contract or in tort, including negligence, arising in any way from any product or service sold or provided on the Website or the use of the information or the results of the use of the information provided on the Website, even if Mercedes Club is expressly advised of the possibility of such damages.

12. INDEMNIFICATION

To the maximum extent permitted by law, you agree to defend, indemnify, and hold Mercedes Club, and its affiliates, suppliers and partners harmless from and against any claims, actions, losses, damages, liabilities, including attorneys’ fees, arising out of your misuse of the Website, violation of these Terms of Use, violation of the rights of any other person or entity, or any breach of your representations, warranties, and covenants set forth in these Terms of Use.

13. TERMINATION

Mercedes Club, in its sole discretion, may terminate your access to or use of the Website, without notice at any time and for any reason, including without limitation if Mercedes Club believes that you have violated these Terms of Use. Upon any such termination, Mercedes Club may immediately deactivate your account and password, and all related information and prohibit any further access to such information. If you are a member of Mercedes Club, we also reserve the right to terminate your Club membership for violations of these Terms of Use, or any other posted policy on our Website.

14. REFUND POLICY

Our services are non-refundable. If you feel you are entitled to a refund you may contact Tonya Jacobs at tonya@themercedesclub.com. Your case will be reviewed at the discretion of the GM.

15. AMENDMENTS

We may, at any time and from time to time, change these Terms of Use by updating this posting. Please revisit this page frequently to stay aware of any changes. Your use of our Website after any such change constitutes your agreement to follow and be bound by the terms as changed. We also reserve the right, at any time and from time to time without notice, to change, move, add to or delete portions of our Website. You agree that neither Mercedes Club nor its affiliates shall be liable to you or to any third party for any changes to our Website, in whole or in part, or of any product or service offered through our Website.

16. APPLICABLE LAW

These Terms of Use are governed by the laws of the State of New York, without regard to its choice of law provisions. The federal and state courts located in New York City, NY will have exclusive jurisdiction over any disputes arising from or relating to these Terms of Use and your use of our Website. If any part of these Terms of Use is determined to be invalid or unenforceable by a court of competent jurisdiction, that part shall be modified by the court solely to the extent necessary to cause that part to be enforceable, and the remainder of these Terms of Use shall remain in full force and effect.

17. CONTACT INFORMATION

If you have any questions regarding these Terms of Use, please contact us at tonya@themercedesclub.com or call us at (212) 265-1111.