

REFUNDS, RETURNS AND EXCHANGES

- **Merchandise.** Merchandise in like new condition with original packaging and tags may be exchanged or returned for a full refund up to 15 days from the original date of purchase. Proof of purchase is required, such as a receipt. Merchandise may be returned at any club, but it must be returned to the same area of the club as the original purchase location. Online purchases may be subject to different refund policies.
- **Services or Programs.** Services or programs may be cancelled at the location where the service or program is or was to be provided, subject to any specific terms and conditions in agreements applicable to the service or program.
- **Membership.** A primary or partner member may terminate the membership (or any member may remove or terminate himself or herself from a membership) for any reason upon advance **30 days written notice** to The Bao Institute as provided in our membership agreement with you. To provide written notice of termination, you must complete a termination request form in person at the club or send a letter request via certified mail (return receipt requested) to the club. We do not accept termination requests by phone, email, fax or online.
- **Termination within First 10 Days of Membership.** Upon written notice of termination, you may terminate your membership within 10 days of its activation, provided you have not previously cancelled a membership with The Bao Institute. If we receive your written notice within 10 days of activation of your membership, we will refund your paid Joining Fees and Membership Dues. Except as provided herein, we will not refund any products or services purchased by or provided as part of a membership package to you or any other member on your membership.
- **Termination after First 10 Days of Membership.** To terminate a membership, the member must provide advance written notice to The Bao Institute Fitness, according to their General Terms Agreement, but generally, by the end of the month in order for the termination to be effective on the last day of the following month (e.g., written notice received by The Bao Institute Fitness between January 1 and January 31 will terminate a membership effective February 28). Terminations are effective on the last day of a month. A member may provide written notice of termination in person at the club; by certified mail return receipt requested to their local The Bao Institute Fitness facility; or as otherwise permitted by The Bao Institute Fitness. If a member does not provide timely advance written notice, the member will pay monthly membership dues at the regular rate for the current and following month, during which time the member will continue to have club access.

- **Athletic Events.** We do not refund prepaid entry fees for athletic events, including but not limited to triathlons and runs.
- **Fitness Programs, Group (Non-Camp) Activities, and Individual Activities.** You may cancel fitness programs (e.g., personal training, nutrition coaching, T.E.A.M. programs), group classes (e.g., fitness classes), and private or individual classes (e.g., Baofit) only by hand delivering or sending written cancellation notice to the club where the services were to be provided and by contacting your individual trainer, instructor or coach. We will refund all amounts paid if we receive your written cancellation notice within three (3) business days of the date you purchased the program or classes or at any time before your first session has been serviced, whichever is later. If we receive your cancellation notice after your first session has been serviced, we will not refund any amount you have already paid, but we will service your paid sessions on the schedule then in effect. Unused sessions expire one year from purchase. We will not refund any amount for a scheduled session that you fail to attend or fail to reschedule or postpone (by contacting your designated trainer, instructor or coach) at least 24 hours in advance. We will provide a refund or credit for programs or classes that we cancel if we cannot find a suitable alternative for the registrant.
- **Spa Services.** If you are unsatisfied with a spa service because we did not provide it as requested, we will attempt to resolve the issue with the same or a different The Bao Institute team member at no additional charge. If you are unsatisfied with a spa service even though we performed or provided it as requested, we will attempt to resolve the issue, but you will be charged for the additional work. If the issue cannot be resolved, we will refund the cost of the service. We will not pay for you to go elsewhere to resolve the issue. We may charge a 25% cancellation fee if you do not cancel or reschedule an appointment at least 24 hours in advance.

Refund Methods

Unless otherwise required by law, we will issue refunds only to the payor as follows:

- **Credit Card.** Payments made via credit card will be refunded to the same credit card account used at the time of purchase.
- **Cash or Check.** Payments made via cash, check or bank withdrawal may be refunded by means of a The Bao Institute gift card, membership dues credit, or check. Refunds for payments by check will be processed within 30 days, unless the payor provides a copy of the cleared bank draft or check from his or her financial institution in which case the refund may be made more quickly.
- **EFT from Bank Account.** Payments made via electronic fund transfer from a bank account (EFT or ACH) may be refunded by means of a The Bao Institute gift card, membership dues

adjustment credit, or credit to the payor's original bank account. Refunds will be processed within 30 days.

- **Gift Card.** Payments made via gift card will be refunded to a The Bao Institute Fitness gift card.