

## PRIVACY POLICY

Mercedes Club respects your privacy and understands the importance of the information you share with us. This Privacy Policy applies to M Club Gym LLC which does business as Mercedes Club and our website - [themercedesclub.com](http://themercedesclub.com). It explains the information we collect on our website and how we use your information for our business. By visiting this website, you consent to our collection and use of your information as described in this Privacy Policy.

### 1. Information We Collect and How we Collect It

We collect your personally identifiable information in the following ways:

- **Contact Information.** When you sign up for our mailing list or to inquire about our services or products, we collect contact information, such as your name, phone number, e-mail address, and street or mailing address.
- **Registration Information.** When you become a Club member, we collect your name, email address, phone and mobile number, street or mailing address, username, password, picture, and other contact information to set up your account. We may also collect demographic information, such as your age, gender and certain health information.
- **Membership Information.** If you are a Club member, we may also collect your membership number and information about how you use the Club, such as check-in times and dates, class bookings, purchase of training sessions or other services.
- **Purchase Information.** If you make a purchase, we also collect your name, credit or debit card information, phone and mobile number, mailing address, e-mail address, and billing address to complete the purchase transaction.
- **Social Media Information.** If you use Facebook, Instagram, Twitter, Yelp, or other social media sites to sign up for one of our promotions, we may collect the information that you submit through that site. When you "like" us on Facebook or "follow" us on other social media sites, we will also collect your name and e-mail address from that site. If you submit information through social media sites, your information is governed by their privacy policies and information you share might be seen by the general public.
- **Usage Information:** We may also collect general information about your use of our website, such as your computer IP address, unique mobile device identifier, browser type, ISP or carrier name, and pages you access on our website.

We may gather additional personal or non-personal information in the future. We encourage you to review the privacy statements of websites you choose to link to from our site so that you can understand how those websites collect, use and share your information. Mercedes Club is not responsible for the privacy statements or other content on websites outside of our website.

### 2. How we use of your Personal Information

We collect and use your personal information to communicate with you regarding your club membership and services, or to send you newsletters, promotions, surveys and other emails that may be of interest to you. From time to time, we may contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your personally identifiable information (e-mail, name, address, telephone number) is not shared with third parties.

### 3. How We Share Information

We do not sell, rent or share personal information with third parties for their own marketing purposes without your consent. We will share personal information with third parties in the following ways:

- **Services Providers.** We share data with trusted partners to host our website, send you email or postal mail, manage surveys or promotions, provide customer support, arrange for services and aggregated statistical data. All such third parties are prohibited from using your personal information except to provide these services to Mercedes Club, and they are required to maintain the confidentiality of your information.
- **Social Media Sites.** When using our social media pages and blogs, users may share comments, reviews, postings, or other information. If you choose to submit this type of information to us, that information may be available to the general public. If you write a review about the Club on Facebook or another social media website, remember that this information is governed by Facebook or the other website's privacy policy and this information may be viewed by the general public.
- **Compliance and Protection.** We reserve the right to disclose your personal information, without notice, if required to do so by law or in the good faith belief that such action is necessary to comply with law or defend against legal claims. We may also disclose your personal information or your use of our site, if we in good faith believe that such action is necessary to protect and defend the rights, property or safety of our company or its affiliates, other users of the site, or the public; or to enforce our Terms of Use.
- **Corporate Transactions:** In the event of a sale of our company or assets, we may transfer your personal information as part of that transaction.

### 4. Use of Cookies

Our website may use "cookies" to help you personalize your online experience. A cookie is a unique text file that is placed on your hard disk by a web page server to tell the server that you have returned to a specific page. For example, if you personalize our web pages, or register on the Mercedes Club site, a cookie helps the site to recall your specific information on future visits. When you return to the same website, the information you previously provided can be retrieved, so you can easily use the features that you customized. You have the ability to accept or decline cookies. If you choose to decline cookies, you may not be able to fully experience the interactive features of our website or other sites you visit.

### 5. Tracking Technology and Do-Not-Track Requests

We do not currently use any technology that enables us to track your online activities over time and across third-party web sites, nor do we plan on doing so in the future. Because we do not employ tracking technology, we offer no response to Do-Not-Track requests transmitted by web browsers.

### 6. Security of your Personal Information

We take the security of your personal information seriously. We use reasonable and appropriate technical and organizational measures to protect your personal information against unauthorized access, use or disclosure. We also limit access to personal information about you to employees who reasonably need it to provide products or services to you, or in order to do their jobs. When personal information (such as a credit card number) is transmitted to other websites, it is protected through the use of encryption, such as the Secure Sockets Layer (SSL) protocol. However, because no security system is perfect, we cannot completely

guarantee the security of your information. In addition, we have no control over the security of other web sites that you might visit even when a link may appear to those web sites site from our site.

## **7. How Long We Keep Information**

We retain your personal information for as long as necessary to fulfill a business purpose or comply with a legal requirement.

## **8. Children Under Thirteen**

Our Club is intended for individuals who are 18 or over, and we do not knowingly collect any personal information from children under 13. If you are under the age of thirteen, you must ask your parent or guardian for permission to use this website.

## **9. Opt-Out & Unsubscribe**

We respect your privacy and give you an opportunity to opt-out of receiving announcements of certain information. You may stop receiving emails from us by clicking the unsubscribe link at the bottom of the email or by contacting us at <http://themercedesclub.com/contact-us/>

## **10. Changes to this Policy**

We reserve the right to change and update this Privacy Policy at our sole discretion. If we change this Privacy Policy, we will inform you by posting a notice on our website. Further use of this site after any such change constitutes your agreement to follow and be bound by the updated Privacy Policy.

## **11. California Privacy Rights**

If you are a California resident, you may request information regarding the types of personal information we share with third parties for direct marketing purposes, and the identities of the third parties with whom we have shared such information during the immediately preceding calendar year. California Users may request further information about our compliance with this law by sending us a message via the Contact Us link on the site. Please note that we are only required to respond to one request per customer each year concerning this law, and we are not required to respond to requests made by means other than through the Contact Us page on our website.

## **11. Contact Information**

We welcome your questions or comments regarding this Privacy Policy. You can contact us at Tonya Jacobs, General Manager, Mercedes Club, 550 West 54th Street, New York, NY 10019 - Email:

[tonya@themercedesclub.com](mailto:tonya@themercedesclub.com). Phone: (212) 265-1111

Effective as of September 22, 2017

## TERMS OF USE

Welcome to the Mercedes Club website – [themercedesclub.com](http://themercedesclub.com) and [mercedesclubnyc.com](http://mercedesclubnyc.com) (collectively, the “Website”). Your use of our Website is subject to the following Terms of Use. By accessing and using our Website you agree and accept these Terms of Use. If you do not agree to be bound by these Terms of Use, please do not use or access this Website.

### 1. OWNERSHIP OF CONTENT

This Website and all of its content, including without limitation, all text, graphics, images, illustrations, icons, photographs, audio and video clips and written and other materials (collectively, “Content”) is protected by U.S. Copyright laws, trademarks, trade dress and/or other intellectual property rights owned, controlled or licensed by M Club Gym LLC (owner and manager of Mercedes Club) and its affiliated companies (collectively, “we, “us,” or “Mercedes Club”). The Mercedes Club name and all related trademarks within the Content, including logos and service marks, are either registered and unregistered trademarks of Mercedes Club or its affiliates or licensors. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners. No license to or right in any Company trademarks, patents, copyrighted materials, trade secrets, technologies, products, processes and other proprietary rights is granted to or conferred upon you. Your use of any Content, except as provided in these Terms of Use, without the written permission of Mercedes Club or any other Content owner is strictly prohibited.

### 2. YOUR USE OF THIS WEBSITE

Our Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with Mercedes Club and comply with these Terms of Use.

Our Website and its Contents are intended solely for personal, noncommercial use (other than for the purchase of products and services from our Website). You may download, print or copy the Contents and other downloadable materials displayed on our Website for your personal use only. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. Except as noted above, you may not reproduce, publish, distribute, transmit, display, modify, reverse engineer, decompile or disassemble, create derivative works from, transfer, sell or otherwise use any Content without first obtaining written permission from Mercedes Club.

### 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](mailto: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](mailto:tonya@themercedesclub.com) or call us at (212) 265-1111.