



550 West 54th Street
New York, NY 10019
(212) 265-1111

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The agency that administers compliance with the law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

First Name	Last	Middle Initial	Birth Date	Gender
Street Address	City	State	Zip Code	
Primary Phone Number	Cell Phone			
Employer	Work Phone	In Case of Emergency, Call (Name)		Emergency Phone
E-Mail Address				

Membership Privileges, Notices, Disclosures & Agreements

MEMBERSHIP TYPE: _____

PAYMENT PLAN: _____

☐ AUTOMATIC RENEWAL PROGRAM:

Provided that Member is not in default of this agreement and subject to the terms and conditions hereof, the membership will automatically renew and will continue until the Member cancels. Renewal terms may be cancelled at any time provided a 30-day written notice is delivered to 550 West 54th Street, New York, NY 10019 or by sending an email requesting cancellation to Info@themercedesclub.com. For further questions regarding cancellation, please call 212.265.1111. In addition, the Member may visit myclubonline.com, and complete the electronic cancellation form. It is also understood that the club has the option to increase monthly renewal dues without notice during any renewal period.

Member Initials: _____

☐ PAID IN FULL or NON-RENEWAL: This is a non-transferable membership that will expire on the term obligation date.

Member Initials: _____

1. Begin Date: _____
2. End Date: _____
3. Initiation Fee: _____
4. Prorated First Month/PIF Dues: _____
5. Total Amount Due at Join: _____

DEFAULT AND LATE PAYMENTS: Should you default on any payment obligation as called for in this agreement, the club will have the right to declare the entire remaining balance due and payable and you agree to pay allowable interest, and all costs of collection, including but not limited to collection agency fees, court costs, and attorney fees. A default occurs when any payment due under this agreement is more than ten days late. **A SERVICE FEE WILL BE CHARGED IMMEDIATELY FOR ANY CHECK, DRAFT, CREDIT CARD, OR ORDER RETURNED FOR INSUFFICIENT FUNDS OR ANY OTHER REASON. SHOULD ANY MONTHLY PAYMENT BECOME MORE THAN TEN DAYS PAST DUE, YOU WILL BE CHARGED A LATE FEE.** If the Member is paying monthly dues by electronic funds transfer (EFT), the club's billing company, ABC Fitness Solutions, LLC, reserves the right to draft via EFT all amounts owed by the member including any and all late fees and service fees. Subject to appropriate State and Federal Law.

Notwithstanding any other provisions of this Agreement, you understand and agree that the amount of your monthly membership dues is based on current sales tax rates and to the extent such rates should increase during your membership, the club has the right to increase your monthly membership dues by the amount of such increase. If you have requested the privilege of paying your monthly dues by pre-authorized electronic funds transfer, the monthly amount so transferred will be adjusted to reflect any increase in the sales tax rate.

1st Pay. Schedule : DUES		
Number of Payments	Monthly Payment Amount	Payment Due Date
	\$	

THIS NOTICE PROVIDES IMPORTANT INFORMATION ABOUT YOUR PAYMENT OPTIONS: You may make payments on an installment basis or in a single payment. Paying the full amount may be less expensive, but may involve financial risks to you. Read this notice carefully before making a decision. New York State law requires certain health clubs to post a bond or other financial security to protect members in the event the club closes. In deciding whether to make your payments on an installment basis, you should be aware that if the club closes, although the club will remain legally liable for a refund, you may risk losing your money if the club is unable to meet its financial obligations to members.

NOTICE: ANY HOLDER OF THIS AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

CLUB REPRESENTATIVE	MEMBER	PARENT OR GUARDIAN		
<div><div>ABC FITNESS SOLUTIONS</div><div>PLEASE ATTACH A VOID OR BLANK CHECK REQUEST FOR PREAUTHORIZED PAYMENT</div><div>I/We hereby request the privilege of paying to ABC Fitness Solutions, LLC ("The Company"), Sherwood, AR 72124, and further authorize the Company to draw items (checks, electronic fund transfers, charge card) for the purpose of paying said payments, including any late fees or service fees, on the account of</div></div>		<div>REQUIRED FOR ALL EFT AND CREDIT CARD DRAFT ACCOUNTS</div>		
Payment Method: _____				
BANK NAME	ROUTING NUMBER (9 DIGITS)	ACCOUNT NUMBER	ACCOUNT TYPE	ACCOUNT OWNER
CARD TYPE	ACCOUNT NUMBER	EXPIRATION M/Y	CARD OWNER	
<div><div><div><p>Subject to the following conditions:</p><p>(1) The items outlined in Your Membership Agreement (monthly dues, annual fees, enrollment fees, etc.) shall be drawn on or about the date or dates set forth in the Membership Agreement. By signing below, You authorize the Company to draft via EFT said amounts from the account or card identified herein. The transactions on Your bank, debit, or credit card statement shall constitute receipts for payment on Your account.</p><p>(2) One-Time Transfers: When You provide a check as payment, You authorize the Company either to use information from Your check to make a one-time EFT from Your account or to process the payment as a check transaction. When the Company uses information from Your check to make an electronic fund transfer, funds may be withdrawn from Your account as soon as today's date.</p><p>(4) By executing this Agreement, You acknowledge Your awareness that certain disclosures required by the Electronic Funds Transfer Act and its regulations are available for Your review at the Company's website: www.abcfitness.com under Terms of Service.</p><p>(5) The privilege of making EFT payments under this arrangement may be revoked by the Company if any item is not paid upon presentation.</p><p>(6) If this preauthorization payment arrangement is revoked for any reason, this does not release You from Your obligation under Your Membership Agreement.</p><p>(7) If any payment is not paid upon presentation to Your bank or credit/debit card company for any reason, a service fee will be assessed and drafted.A late fee will be assessed and drafted should any monthly payment become past due.</p></div><div><p>(8) By executing this Agreement, You authorize Club and Club's agents, including its third party payment processing companies ("Club's Agents"), to store the account or card information provided by You on or in relation to this Agreement and/or Your Club Membership Agreement ("Club Agreement"), as well as any other account or card information provided by You through any means to Club or Club's Agents (including information provided in person, online or over the phone) for purposes of making any payment in relation to this Agreement and/or Your Club Agreement (hereinafter, "Payment Information"). Club and/or Club's Agents will use the stored Payment Information to process payment of all dues, fees, taxes, purchases and incidental charges that are due or will become due, including all items on the Payment Schedule, fees identified in Your Club Agreement, membership-related obligations, retail transactions, personal training purchases, group exercise purchases, childcare fees, or other purchases. Club and/or Club's Agents may also use the stored Payment Information to process payments owed in relation to all subsequent Agreements entered between You and Club. The fixed dates or intervals on which transactions will be processed and the transaction amounts (including all associated fees, taxes, and charges) and/or a description of how they will be calculated are more specifically set forth in the Payment Schedule and other terms of Your Club Agreement. If Your Club Agreement will automatically renew at the end of the Term defined therein, the stored Payment Information will be used to process payments owed in relation to the renewal term. This consent to store Payment Information will not expire unless it is expressly revoked. The general cancellation and refund policies provided in Your Club Agreement will apply to this consent. If any changes are made to the terms of this consent, an e-mail notifying You of such changes will be sent to the e-mail address provided by You on the face of Your Club Agreement or, if an e-mail is not provided, notice will be sent to the mailing address provided on Your Club Agreement.</p><p>(9) This preauthorization payment arrangement shall apply to the following Applicant(s):</p></div></div></div>				
Date _____ Account Holder Signature _____				

CONSUMERS RIGHT TO CANCELLATION. YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) DAYS FROM THE DATE ON WHICH YOU SIGNED THIS CONTRACT. Notice of cancellation shall be in writing subscribed by the buyer and delivered or mailed to the seller by registered, certified, or regular United States mail to 550 West 54th Street, New York, NY 10019 or by sending an email to Info@themercedesclub.com. Upon submitting your cancellation, you must return any membership card(s) or other documents or evidence of memberships previously delivered to the buyer. All moneys paid pursuant to such contract shall be refunded within fifteen business days of receipt of such notice of cancellation. If the buyer has executed any credit or loan agreement to pay for all or part of health club services, any such negotiable instrument executed by the buyer shall also be returned within fifteen days.

ADDITIONAL RIGHTS TO CANCELLATION:

You may also cancel this contract for any of the following reasons:

1. If upon a doctor's order, you cannot physically receive the services because of significant physical disability for a period in excess of six months.
2. If you die, your estate shall be relieved of any further obligation for payment under the contract not then due and owing.
3. If you move your residence more than five miles from any health club operated by seller.
4. If the services cease to be offered as stated in the contract.

All moneys paid pursuant to such contract cancelled for the reasons contained in this subdivision shall be refunded within fifteen days of receipt of such notice of cancellation; provided however that the seller may retain the expenses incurred and the portion of the total price representing the services used or completed, and further provided that the seller may demand the reasonable cost of goods and services which the buyer has consumed or wishes to retain after cancellation of the contract. In no instance shall the seller demand more than the full contract price from the buyer. If the buyer has executed any credit or loan agreement to pay for all or part of health club services, any such negotiable instrument executed by the buyer shall also be returned within fifteen days.

IMPORTANT NOTICE FOR HEALTH CLUB MEMBERS

New York State law requires certain health clubs to have a bond or other form of financial security to protect members in the event the club closes. Mercedes Club has posted the financial security required by law. **YOU MAY ASK A REPRESENTATIVE OF THE CLUB FOR PROOF OF THE CLUB'S COMPLIANCE WITH THIS LAW. YOU MAY ALSO OBTAIN THIS INFORMATION FROM THE NEW YORK STATE DEPARTMENT OF STATE, DIVISION OF LICENSING SERVICES, 162 WASHINGTON AVENUE, ALBANY, N.Y. 12231.**

Mercedes Club Member Rules & Regulations

1. **Guest Policy.** Non-residents and non-members may access the Club by paying the Club's current guest fee (\$50.00). The maximum number of guests allowed per member or resident is one per day. All non-resident guests not listed on the tenant lease will be charged the \$50.00 daily guest fee. Guests must present photo identification, register at the hospitality desk and sign a guest agreement before entering. Guests may visit the Club only once per 30-day period. **Guests must be at least 18 years old and accompanied by a member.**
2. **Children.** With the exception of Mercedes House Residents, children are not permitted in the Club. Resident children under the age of 18 are not allowed to use the Club, except for the indoor and outdoor pools during family friendly hours. Please see our pool schedule for family friendly pool hours. Children are permitted on the North Terrace, South Terrace and common lounge space. An **adult member** must accompany children at all times. Children over the age of 3 years are not allowed in the opposite sex locker rooms.
3. **Valuables.** For your protection do not bring valuables into the Club. We cannot store personal belongings for members in the Club. The lockers are not designed to protect valuables. **LOCKER THEFT DOES OCCUR.** We strongly recommend that you do not leave valuables visible in your locker. The Club is not responsible or liable for damaged, lost or stolen items in or about the Club, in lockers, or for loss or damage to any property. Any personal items left in lockers overnight will be removed (Health Plus memberships and Kit Lockers excluded).
4. **Health Plus Laundry Service.** Laundry service is designed for workout attire only. One set of clothing per 24-hour period. Members who have laundry service acknowledge that the Club is laundering clothing at the member's sole risk. Clean items will be delivered by the Club to your locker and placed inside once per 24-hour period. The Club shall have no liability for any loss or damage to laundered items. You agree to permit the Club and its agents to enter your locker to deliver laundered items solely as a service and convenience to you.
5. **Health Plus Membership and Kit Lockers.** Health Plus members and members contracting for a Kit Locker have no interests or rights in the locker, including any right of privacy, and have only a temporary, revocable license to use the locker. The Club has the right to enter the locker, without notice, to inspect the contents of the locker or remove towels or other Club property at any time for any purpose. Upon cancellation of membership, all personal items must be removed from the locker or they will be considered abandoned and disposed of at the Club's discretion. The Club is not responsible for personal items left in the lockers. Kit lockers cannot be placed on freeze.
6. **Pools.** The Club has an indoor lap pool and outdoor wading pool. Resident family friendly outdoor pool hours are Monday to Friday 10:00 am to 4:00 pm and Saturday and Sunday 10:00 am to 2:00 pm. Please see our pool schedule for family friendly indoor pool hours. The indoor lap pool is for private lessons and lap swimming. Pool usage is permitted only when a lifeguard is present. **Children access and privileges are reserved for Mercedes House Residents only.**
7. **Fitness/Group Exercise Classes.** Please consult our class schedule for rules of etiquette and safety. Important points to remember: (a) always follow the instructor; do not attempt your own routine; (b) be considerate of your fellow member's space; (c) all equipment (steps, slides, balls, weights) must be returned to proper storage area; (d) arrive on time, and (e) some classes may require pre-registration.
8. **Weight Training, Cardio, and Fitness Areas.** Please follow these common rules of etiquette: (a) allow other members to "work-in" and don't tie up machines if others want to use the same equipment; (b) limit your cardio workout to 30 minutes if others are waiting; (c) personal equipment and belongings are not allowed (i.e. gym bags, purses, athletic equipment); (d) free weights cannot be used on cardio equipment. For your safety, please do not modify equipment or use it in any way other than as recommended by the manufacturer. Please see a Club representative if you need help; (e) please return and restack free weights during workouts; (f) use a towel or wipe to clean the equipment after use; (g) food and beverages (other than water) are not permitted in the fitness areas; (h) when lifting heavy weights, use a "spotter"; and (i) do not drop or throw weights.
9. **Basketball Court.** The court may be used for open play, specialty classes and special programs. Open play schedules may vary from time to time. The court may also be closed from time to time for private events.
10. **Membership Freeze Policy.** Members are allowed to freeze their membership once a year for a minimum of one (1) month and a maximum of six (6) months for \$25 per month. To request a freeze, you must submit a Membership Freeze Request form to the Club's Hospitality Desk at least seven (7) days before the start of the freeze, and be current on all dues, fees and other charges on your account. Membership freezes begin on the first day and end on the last day of a calendar month. During the freeze period, you will be charged a fixed monthly fee in lieu of monthly dues. If you prepaid your dues, you must prepay the freeze fee or provide a payment method to bill the fee. In the case of annual memberships or paid in full memberships, your commitment period will be extended by the number of months your membership is on freeze. Your dues will remain subject to increase during the freeze period. **During a freeze, no use of the Club is permitted.** At the end of the freeze period, the Club will automatically reactivate your membership and billing, unless you give us advance written notice of cancellation or extension of your freeze in accordance with your Membership Agreement. **A FREEZE WILL NOT BE GRANTED ON A RETROACTIVE BASIS.**
11. **Lounge & Deck Areas.** The Club provides outdoor decks and lounge areas for your convenience. All outdoor seating is on a first-come, first-served basis. Loud music or obstructive behavior is not permitted on the deck or in the Club. There may be Mercedes Club events on the outdoor decks from time to time. Private events on the outdoor deck or pool are at Club management's sole discretion.
12. **No Smoking, Vaping, Personal Notices.** No alcohol, glassware or smoking is permitted on any of the Club terraces and decks. Members may not advertise or post notices in any Club areas.
13. **Phone Use.** To preserve a tranquil environment, talking on cell or mobile phones in the workout areas and locker rooms is prohibited. For your convenience, mobile phones may be used in the Club's lounge areas.
14. **Cameras.** In order to maintain the privacy of our members, the use of cameras without management approval is forbidden in the Club. This includes cameras in mobile devices and phones. Anyone caught using a camera in the Club will be asked to leave and may have their membership privileges revoked. The Club will not be held responsible for any picture taken in violation of the above policy.
15. **Club Renovations.** The Club may temporarily close for construction or renovations and will make reasonable efforts to substitute another fitness area or facility for its members until such work is completed.
16. **Suspension or Termination of Membership.** Any member who, in the sole determination of the Club, is loud, offensive, uses profanity, harasses, is bothersome to other members, residents, guests or employees or otherwise behaves in an inappropriate or unbecoming manner or who is cited for infraction of the Club's rules and regulations may be suspended or terminated from the Club. Upon termination, the unused portion of any prepaid payment shall be forfeited.
17. **Club Renovations.** The Club may temporarily close for construction or renovations and will make reasonable efforts to substitute another fitness area or facility for its members until such work is completed.
18. **Additional Guidelines.** The Member Rules & Regulations are not inclusive. Signs and other rules and regulations posted in the Club will be considered additional rules and may be amended at any time at the Club's sole discretion.

TERMS AND CONDITIONS

1. MEMBER, by executing this Agreement, does hereby join the CLUB and such membership entitles the MEMBER to use the facilities. The MEMBER is entitled to use the facility only and MEMBER shall be required to provide MEMBER's own athletic equipment and clothes.
2. MEMBER must present upon entering the club his/her membership card. MEMBER agrees that MEMBER may be denied access to the club without his/her membership card. Others cannot use your membership card.
3. MEMBER agrees that at all times when MEMBER is using the facilities of the club, that MEMBER will strictly comply with all the terms and conditions of this Membership Agreement and the rules and regulations regulating the use of the facilities as may be in effect from time to time. MEMBER agrees that it is MEMBER's responsibility to seek out and familiarize himself/herself with the rules and regulations, as they exist for use of the facility. Signs and other rules and regulations posted in the Club will be considered additional rules and may be amended at any time at the Club's sole discretion.
4. If MEMBER violates this Agreement and the terms contained therein or any of the rules and regulations for use of the facility, the club may suspend the MEMBER's right to use the facility until such time as the MEMBER provides the club with reasonable assurance of future compliance. During the period of any such suspension, the MEMBER shall not be entitled to a credit for any prepayment of dues or other fees due or paid pursuant to this Membership Agreement. In the event MEMBER continues to violate the terms of this Agreement or the rules and regulations governing the facility, the MEMBER's membership may be terminated by the club.
5. MEMBER agrees and understands that there are risks associated with the use of the facilities and MEMBER further agrees and understands that MEMBER is assuming the risks associated with the use of the facilities and all equipment contained therein including the risk of injury and death. For and in consideration of the use of the facilities, MEMBER agrees to release, discharge, and waive any Claim against the club and its owners, agents, employees and representatives from any and all damages, injuries or death resulting from the MEMBER's use of the facilities including but not limited to the exercise and associated equipment and athletic facilities, participation in fitness programs and exercise classes. The MEMBER represents that he/she is in good health and does not suffer from any infirmity, disease, impairment or physical conditions that would prevent MEMBER from participating in any of the activities and programs or use of the exercise equipment without suffering harm or injury. MEMBER represents to the club that MEMBER either has the permission and approval of his physician to participate in the athletic activities, programs, and exercise classes and use of exercise equipment or if he/she does not have such permission, the MEMBER hereby assumes the risk of injury and death, which may result from such activities.
6. MEMBER agrees that he/she shall not engage in any type of commercial or business activity while using the facilities. MEMBER shall not act as a trainer for any other MEMBERS or guests and any acts which constitute such business activities are strictly forbidden. If MEMBER engages in such commercial or business activities MEMBER's membership shall be subject to immediate cancellation or suspension. All personal training and instruction is to be given by Club personal trainers and instructors only. No outside trainers are allowed. You must be an active member or registered guest to use personal training services. You will be charged for no shows or appointments cancelled less than 24 hours before the scheduled session. All unused sessions expire nine (9) months after purchase. Prepaid sessions are non-refundable and non-transferable, except as is required by applicable law. The Club reserves the right to assign alternative trainers and change these training policies at any time.
7. MEMBER agrees that MEMBER shall abide by the club dress code at all times while in the facility, including a workout towel. Swim attire and improper footwear are not permitted in the fitness area.
8. MEMBER agrees that MEMBER shall not use loud or profane language upon the club premises nor shall MEMBER molest, badger, assault or harass other CLUB Members, guests or employees or otherwise behaves in an inappropriate or unbecoming manner. If MEMBER engages in such behavior, MEMBER's membership shall be subject to immediate cancellation or suspension.
9. MEMBER understands that the club prohibits the use of any drugs or steroids and MEMBER agrees not to use any drugs or steroids on the CLUB premises. MEMBER acknowledges and is aware that steroids can cause numerous physical, mental, and emotional problems relating to physical maturity and growth and may cause heart disease, strokes, liver dysfunction, sterility and infertility, and many other adverse health problems. MEMBER recognizes and acknowledges that there are serious criminal and civil penalties for the illegal possession, sale, use, trading, or exchange of steroids and no such activity is allowed upon CLUB premises.
10. MEMBER agrees that if MEMBER fails to use the club facilities that shall not release the MEMBER from the obligation to make all payments required by the terms of this Membership Agreement.
11. Should this Agreement be placed in the hands of an attorney for the violation of any provision contained herein, the parties agree the prevailing party shall be entitled to recover all costs and expenses resulting there from, including a reasonable amount as attorney's fees.
12. The parties hereby agree that the whole agreement between the parties relating to the subject matter hereof is contained in this Agreement and shall supercede any prior understandings, arrangements, commitments, or undertakings of the parties, whether written or oral, express, or implied.
13. This Agreement may not be amended or modified except by an instrument in writing executed by the parties hereto.

Contact. Member affirms, acknowledges and attests that Member's mailing address, telephone number, cellular telephone number and e-mail address provided on the face of this agreement are accurate and were provided by Member voluntarily. Subject to applicable law, Member agrees that Mercedes Club and ABC Fitness Solutions, LLC, including its agents, affiliates, and vendors, not limited to it's debt collection agencies or attorneys, may contact Member at any mailing address, telephone number, cellular telephone number or e-mail address set forth on the face of this agreement, or subsequently provided by Member to Mercedes Club and/or ABC Fitness Solutions, LLC. If you reply STOP to opt out of text alerts, the opt out will apply to text alerts only.

Arbitration. Member agrees that any dispute, controversy, or claim arising out of or relating in any way to the Membership Agreement, including without limitation any dispute concerning the construction, validity, interpretation, enforceability, or breach of this Membership Agreement, shall be exclusively resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The place of the arbitration shall be the city of your club location and state of your club location law shall apply. In the event of a claim arising out of or relating in any way to the Membership Agreement, the complaining party shall notify the other party in writing thereof through a demand for arbitration which shall be made within a reasonable time after the claim has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the claim. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This arbitration clause shall also apply to any dispute, controversy, or claim between the member and any third party with whom the Club contracts in order to perform its obligations or exercise its rights under this Membership Agreement, including without limitations, its third party payment processor, which is currently ABC Fitness Solutions, LLC.

MEMBER UNDERSTANDS AND AGREES THAT THE MEMBER AND THE CLUB ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT. NEITHER THE MEMBER NOR THE CLUB SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

E-SIGN Consent. Certain laws and regulations may require Mercedes Club and/or ABC Fitness Solutions, LLC, to provide Member with written notices and disclosures on paper. With Member's consent, this information may be provided to Member electronically. Member's consent hereto shall apply to each and every disclosure, notice, agreement, statement, term and condition, and any other information (collectively, the "Documents") that Mercedes Club and/or ABC Fitness Solutions, LLC, may provide Member. Member's consent to receive the Documents electronically shall continue until expressly withdrawn by Member. Notwithstanding, Member may request a paper copy of all electronic Documents by contacting Mercedes Club and/or ABC Fitness Solutions, LLC, and requesting a paper copy. Member may withdraw its consent at any time by notifying the customer service department of Mercedes Club and/or ABC Fitness Solutions, LLC. Upon withdrawing consent, Member shall no longer receive the Documents electronically. Member acknowledges that withdrawing consent may result in additional fees for Member's receipt of the Documents. Member agrees to maintain a valid email address with Mercedes Club and/or ABC Fitness Solutions, LLC, and to promptly notify Mercedes Club and/or ABC Fitness Solutions, LLC, of any changes to Member's email address. If Member has provided another type of electronic contact information, such as a phone number, then Member may change that contact information by contacting the customer service department of Mercedes Club and/or ABC Fitness Solutions, LLC. To access, view and receive the Documents electronically, Member agrees and acknowledges that it must have: (i) a computer, mobile device, tablet or smartphone, (ii) a version of internet browser software that is up-to-date and supported by Member's electronic device, (iii) an internet connection, (iv) software that is capable of accurately reading and displaying electronic PDF files, (v) a computer or electronic device operating system capable of supporting the items above, and (vi) a printer or electronic storage device if Member desires to print any electronic Documents. Member acknowledges that it may also need a certain brand or device that can support applications intended for Member's electronic mobile devices, tablets and smartphones. In the event the required software or hardware is modified in such a way that would create a material risk to Member to access the Documents electronically, then Mercedes Club and/or ABC Fitness Solutions, LLC, will notify Member following such material modification. **By accepting the terms of this Agreement, Member does hereby agree to the terms and conditions of this paragraph and consents to the same. Member does also confirm that Member has the software and hardware described above, that Member has the means necessary to access, view and receive the Documents electronically, and that Member has provided a valid and active email address to Mercedes Club and/or ABC Fitness Solutions, LLC.**

Member Initials _____

FOR ALL BILLING INQUIRIES, PLEASE CALL ABC FITNESS SOLUTIONS AT: 1-888-827-9262
www.abcfitness.com