PARAGRAPH 7 OF THIS MEMBERSHIP AGREEMENT INCLUDES A BINDING INDIVIDUAL ARBITRATION PROVISION AND CLASS ACTION WAIVER THAT AFFECTS YOUR LEGAL RIGHTS. BY AGREEING TO THIS MEMBERSHIP AGREEMENT, YOU ACKNOWLEDGE AND REPRESENT THAT YOU HAVE READ IT AND THAT YOU AGREE TO SUBMIT DISPUTES TO BINDING INDIVIDUAL ARBITRATION AS SET FORTH IN PARAGRAPH 7. **MEMBERSHIP AGREEMENT**

The words "You" and "Your" mean the person agreeing to this Membership Agreement to enter an XP League membership, any person who provides payment for the monthly membership fees described in this Membership Agreement, and any minor on

whose behalf a parent or legal guardian agrees to this Membership Agreement. The words "XPL," "we," "our," and "us" refer to XP League Franchising, LLC, a Delaware limited liability company. This contract is between You and us ("Membership Agreement"). By agreeing to this Membership Agreement, You agree to XPL's Privacy Policy, E-Sign Disclosure and Agreement, and Terms of Use, which are incorporated into this Membership Agreement as if set forth herein. The Privacy Policy describes XPL's information gathering and privacy practices, and the use of Your personal information and is available for review at https://www.xpleague.com/ privacy-policy/ and https://www.xpleaque.com/ca-privacy-policy. The E-Sign Disclosure and Agreement outlines Your agreement to enter into this transaction electronically and receive documents electronically and is available for review at https://xpleague.com/ esignature-agreement. The Terms of Use describes our agreement regarding the use of the PMS websites including, but not limited 1. Membership Benefits. While You are a member, You may use Your membership benefits only at the XPL selected when You purchased Your membership ("Your Selected XPL"), on any day Your Selected XPL is open to the public, subject to availability. Membership levels and commitment options will vary by XPL. The number of classes you are entitled to receive under your

to, https://www.xpleague.com/ and is available for review at https://www.xpleague.com/terms-of-service. membership level will vary. All other membership benefits are listed at https://www.xpleague.com/. Not all XPL franchises will participate in the membership or season program. You will be required to pay a monthly membership fee during the twelve-month program (unless you select a season program, in which case you will pay the season pass program fee identified at https://www.

xpleague.com/). Membership pricing may vary by location and such pricing is identified on our website at https://www.xpleague.

com/. Members who pay in full will not be obligated to make monthly payments during the Initial Term but will be obligated to pay the then current monthly membership fee once the membership goes month-to-month. Member rates are introductory only and may be discontinued or limited at the discretion of XPL. Also, upon commencement of your membership, You shall pay XPL a registration fee as identified at https://www.xpleague.com/. Registration fees will vary by location. Activities, offerings, and pricing may vary between XPL locations, certain member benefits and activities may not be available at some XPL locations, and You may be required to pay a fee to visit an XPL other than Your Selected XPL. Some membership benefits may be available on a first come, first served basis with limited supplies and capacity. Membership benefits may not be available at Your Selected XPL and other XPL due to closure of a XPL for any reason including, but not limited to, private or special events, XPL capacity and attendance, unavailability of supplies or staff, force majeure, or other circumstances. XPL will post closure dates for XPL on its website in advance of planned closures, and in the case of unplanned closures, XPL will post a closure notice on its website within a reasonable time after XPL becomes aware of the need to close. You agree that XPL will not reimburse You for any lack of access due to closures. Memberships are not valid for tournaments, private or special events, parent's night out, birthday parties and such other events as determined by XPL, unless specifically included in Your membership benefits. Memberships, membership benefits, and membership discounts are for personal use only and are nontransferable, may not be combined with any other offer or promotion, and may not be used to obtain or purchase items or services with the intent to resell such items or services. You must present proof of membership, as XPL may require and shall determine in its sole discretion, to receive any applicable membership benefits and discounts. At our sole discretion, we may change any term or condition of this Membership Agreement or the features, services, or benefits provided under this Membership Agreement. We will notify You at least thirty (30) days in advance of any such change becoming effective at the email or other address You provide at the time you sign this Membership Agreement or any updated address You provide to us in writing after entering this Membership Agreement. AUTOMATIC RENEWAL NOTICE AND RECURRING PAYMENT AUTHORIZATION. BY AGREEING TO THIS MEMBERSHIP AGREEMENT, YOU ARE COMMITTING TO AN AUTOMATICALLY RENEWING MEMBERSHIP UNDER THE MEMBERSHIP PLAN YOU CHOOSE ("MEMBERSHIP PLAN"). EACH MEMBERSHIP PLAN CONTAINS AN INITIAL TERM ("INITIAL TERM") FOLLOWED BY AN AUTOMATICALLY RENEWING SUCCESSIVE TIME PERIOD ("RENEWAL TERM").

MEMBERSHIP AGREEMENT. AT THE END OF THE 1-MONTH INITIAL TERM, THIS MEMBERSHIP AGREEMENT WILL <u>AUTOMATICALLY BE RENEWED FOR A 1-MONTH RENEWAL TERM AND CONTINUE ON A MONTH-BY-MONTH BASIS</u> UNLESS TERMINATED IN WRITING BY YOU OR US IN ACCORDANCE WITH THIS AGREEMENT. 12 MONTH COMMITMENT: IF YOU CHOOSE A MEMBERSHIP, YOU ARE AGREEING TO A 12-MONTH MEMBERSHIP TERM ("INITIAL TERM"). YOU MAY NOT CANCEL YOUR MEMBERSHIP DURING THE INITIAL TERM, EXCEPT IN THE

CASE OF DEATH OR DISABILITY AS FURTHER EXPLAINED IN PARAGRAPH 3 OF THIS MEMBERSHIP AGREEMENT. <u>AT THE END OF THE INITIAL TERM, THIS MEMBERSHIP AGREEMENT WILL AUTOMATICALLY BE RENEWED AND</u>

MONTH-TO-MONTH PROGRAM: IF YOU CHOOSE A MEMBERSHIP WITH A MONTH-TO-MONTH PAYMENT OPTION, YOU ARE AGREEING TO A 1-MONTH INITIAL TERM. YOU MAY NOT CANCEL YOUR MEMBERSHIP DURING THE INITIAL TERM, EXCEPT IN THE CASE OF DEATH OR DISABILITY AS FURTHER EXPLAINED IN PARAGRAPH 3 OF THIS

CONTINUE ON A MONTH-BY-MONTH BASIS UNLESS TERMINATED IN WRITING BY YOU OR US IN ACCORDANCE WITH THIS AGREEMENT. If You add a new member or upgrade an existing membership during the Initial Term, the Initial Term will be extended automatically for each Member in Your Membership Account for an additional period of time equal to the Initial Term of the Membership You selected, and thereafter will automatically be renewed and continue on a month-by-month basis unless terminated in writing by Your or us in accordance with this Membership Agreement's terms.

YOU AUTHORIZE US TO AUTOMATICALLY CHARGE THE CARD YOU HAVE SPECIFIED (YOUR "CARD") FOR (1) THE FIRST RECURRING MONTHLY MEMBERSHIP PAYMENT PLUS THE REGISTRATION FEE, AND APPLICABLE TAXES ON THE DAY YOU PURCHASE AND AGREE TO THIS MEMBERSHIP AGREEMENT, (2) MONTHLY MEMBERSHIP FEES PLUS APPLICABLE TAXES ON OR ABOUT THE SAME DAY OF EACH MONTH AFTER THE DAY YOU PURCHASE AND <u>AGREE TO THIS MEMBERSHIP AGREEMENT UNTIL EITHER YOU CANCEL OR WE TERMINATE THIS MEMBERSHIP</u> AGREEMENT IN ACCORDANCE WITH ITS TERMS: (3) FOR PAYMENT OF ANY GOODS OR SERVICES RECEIVED OR CHARGES INCURRED BY YOU UNDER THIS MEMBERSHIP AGREEMENT IN LIEU OF YOU PRESENTING THE CARD; AND (4) ALL ADDITIONAL FEES AND CHARGES INCURRED BY YOU UNDER THIS MEMBERSHIP AGREEMENT. INCLUDING, BUT NOT LIMITED TO, APPLICABLE TAXES, GOVERNMENT FEES, AND ANY DEACTIVATION FEE. During the process of purchasing Your membership and entering this Membership Agreement, You must designate a Card as an available payment method to pay those amounts You owe under this Membership Agreement. XPL will charge Your Card on or

about the same day each subsequent month (e.g., if You enter this Membership Agreement on the 10th of the month, Your Card will be charged on or about the 10th of each subsequent month). The amount You owe under this Membership Agreement is due and payable on the date we charge (or attempt to charge) Your Card. For purposes of identification and billing, You agree to provide us with current, accurate, complete, and updated information including Your name, address, telephone number, email address, and applicable payment data. You agree to notify us promptly of any changes in Your information, including any changes to Your Card (i.e., method of payment). You may change or update the Card You designate as Your payment method or view the amount You owe that will be charged to Your Card and the date Your Card will be charged on the XPL payment portal https://store.unleashedbrands.com/account.

YOU ACKNOWLEDGE AND AGREE THAT WE MAY CHANGE THE AMOUNT OF YOUR RECURRING MONTHLY MEMBERSHIP FEES BEGINNING AFTER YOUR INITIAL TERM, PROVIDED WE GIVE YOU WRITTEN NOTICE AT LEAST THIRTY (30) DAYS IN ADVANCE OF SUCH A CHANGE CONSISTENT WITH THE TERMS OF THIS MEMBERSHIP <u>AGREEMENT. SALES TAXES AND OTHER GOVERNMENT-IMPOSED FEES ARE NOT A PART OF YOUR MONTHLY</u> MEMBERSHIP FEE AND MAY BE ADDED OR ADJUSTED AT ANY TIME WITHOUT NOTICE AS REQUIRED BY LAW.

You are responsible for payment of Your monthly membership payments and all other amounts You owe under this Membership

Agreement. If XPL is unable to obtain payment the first time XPL attempts to charge Your Card, XPL may attempt to charge repeatedly until payment in full is received. It is Your responsibility to ensure that the Card You designate is always valid and has not expired. If funds available through Your Card are insufficient to cover any payment when due, You are responsible for providing XPL access to another acceptable payment method to pay the full amount due. YOU ACKNOWLEDGE THAT IF ANY PAYMENT BY CARD IS NOT COMPLETED (OR IS REVERSED) AT ANY TIME, YOUR MEMBERSHIP MAY BE SUSPENDED, AND YOU MAY BE REFUSED ADMISSION TO ANY XPL AND ACCESS TO OTHER MEMBERSHIP BENEFITS UNTIL THE <u>AMOUNT YOU OWE IS PAID. FURTHER, YOU ACKNOWLEDGE THAT IF PAYMENT BY CARD IS NOT COMPLETED (OR</u> IS REVERSED) AND REMAINS DUE FOR MORE THAN SEVEN (7) CALENDAR DAYS, YOUR MEMBERSHIP AND THIS MEMBERSHIP AGREEMENT MAY BE TERMINATED. IF YOU CHOOSE A SIX-MONTH, TWELVE-MONTH, OR THIRTY-SIX-MONTH COMMITMENT AND YOUR MEMBERSHIP IS TERMINATED FOR FAILURE TO PAY ANY AMOUNT DUE FOR MORE THAN THIRTY (30) CALENDAR DAYS DURING YOUR INITIAL TERM, THE REMAINING MONTHLY MEMBERSHIP PAYMENTS, INCLUDING FEES AND COSTS, IN YOUR INITIAL TERM WILL BECOME IMMEDIATELY DUE AND PAYABLE ON THE EFFECTIVE DATE OF THE TERMINATION OF YOUR MEMBERSHIP. For example, if You choose the twelve-month Membership and Your membership is terminated in the tenth month of Your Initial Term for non-payment (or otherwise consistent with the terms of this Membership Agreement), the remaining two (2) monthly payments, including fees and costs, in the Initial Term will be due immediately. Failure to use Your membership or Your member benefits does not relieve You of responsibility for payment. In addition, regardless of the number of times You use Your membership or access Your membership benefits, there are no refunds or credits on amounts paid on any membership except as expressly provided in this Membership Agreement.

3. Membership Cancellation. YOU MAY NOT CANCEL YOUR MEMBERSHIP DURING THE INITIAL TERM EXCEPT AS PROVIDED HEREIN. AFTER THE EXPIRATION OF THE INITIAL TERM, MEMBERSHIPS MAY BE CANCELLED ONLINE AT https://www.xpleague.com. AFTER THE EXPIRATION OF THE INITIAL TERM, CANCELLATIONS ARE EFFECTIVE THIRTY (30) DAYS AFTER YOU CANCEL YOUR MEMBERSHIP. Memberships may not be cancelled by telephone, mail, email, fax or in person and may only be cancelled as described in this section. Payments due under this Membership Agreement prior to the cancellation

During the Initial Term, You or Your estate may cancel Your membership if by reason of death or disability You are unable to receive Your membership benefits under this Membership Agreement. Upon cancellation due to death or disability, You or Your estate shall be relieved from the obligation of making monthly membership payments due after the date of death or the receipt of certification of a physical disability. To establish a physical disability sufficient to warrant cancellation of this Membership Agreement, You must furnish us with a written certification of such disability by a licensed physician, provided the diagnosis or treatment is within the

Notwithstanding the foregoing, all requests for membership cancellation due to death or disability must be submitted with verification of death or disability, by email at privacy@xpleague.com or by mail or hand-delivery to the following address: XP League, Attn:

4. MEMBERSHIP Suspension. XPL may suspend Your membership and this Membership Agreement under the following circumstances:

(a) If XPL is unable to successfully charge Your Card for monthly membership payments and other amounts You owe at the time they are due, and You do not pay the amounts due in some other way, then the membership passes of all members under this Membership Agreement will be immediately deactivated and all memberships and benefits associated therewith will be immediately suspended. If Your membership and this Membership Agreement is suspended due to failure to pay amounts owed, upon payment of all monthly membership payments and other amounts that are due (including the Deactivation

effective date will be charged by us as scheduled.

this Membership Agreement.

Membership Agreement.

You entered into this Membership Agreement.

within the jurisdiction of small claims court.

attorneys' fees.

physician's scope of practice. Paid in full memberships are not refundable.

Membership Support, 2350 Airport Freeway, Suite 505, Bedford, Texas 76022.

Fee(s)) before Your next monthly payment is due, Your membership will be immediately reinstated and all membership passes of all members under this Membership Agreement will be immediately reactivated. (b) If any member under this Membership Agreement is suspected of violating any provision of this Membership Agreement, any of the membership terms and conditions, or any other rules, regulations, or policies of XPL set forth in the Terms of

Use at https://www.xpleague.com/terms-of-service or is suspected of fighting or rowdy behavior in any XPL, or allowing someone else to use the member's membership, XPL may, in its sole discretion, suspend any or all of the memberships under this Membership Agreement and deny all members under this Membership Agreement access to any XPL and all membership benefits while the alleged violation is investigated. Upon conclusion of XPL's investigation and depending upon the findings of such investigation, XPL, in its sole discretion, may either reinstate the suspended membership(s) or

immediately terminate such membership(s) and this Membership Agreement. If a membership is reinstated following an investigation under this section, the member's monthly membership payments will continue as scheduled and the end date of the member's Initial Term or Renewal Term will not change. If Your membership and this Membership Agreement is suspended, XPL will notify You in writing at the email or other address You provide in this Membership Agreement or any updated address You have provided to us in writing prior to the suspension. You agree to pay a "Deactivation Fee" of \$10.00 for each membership under this Membership Agreement that is suspended due to failure to pay amounts owed or due to any violation of any provision of this Membership Agreement, any of the membership terms and

conditions, or any other rules, regulations, or policies of XPL or allowing someone else to use Your membership that XPL confirms in its sole discretion during its investigation. This Deactivation Fee is to defray the administrative costs and is a reasonable forecast of actual costs XPL incurs in connection with membership suspension and deactivation of each membership. XPL reserves the right to increase the amount of the Deactivation Fee upon written notice thirty (30) calendar days in advance. During a suspension for failure to pay amounts owed pursuant to paragraph 4(a), and/or during a suspension and ensuing investigation pursuant to paragraph 4(b), XPL will continue to collect all amounts due under this Membership Agreement and all such amounts will continue to accrue, including the monthly payments, fees and costs, for any or all of the memberships under this Membership Agreement that have been suspended. XPL also reserves the right to terminate Your Membership Agreement due to failure to pay amounts owed or due to any confirmed violation of any provision of this Membership Agreement, any of the membership terms and conditions, or any other rules, regulations, or policies of XPL or if You allow someone else to use Your membership, consistent with the terms of

Agreement, any of the membership terms and conditions or any other rules, regulations, or policies of XPL; or (c) If XPL, in its absolute and sole discretion, for any reason elects to terminate Your membership and this Membership Agreement. If XPL elects to terminate Your membership and this Membership Agreement effective immediately, for any reason including but not limited to any of the reasons listed in sections (a), (b), or (c) above, any amounts that are owed to XPL shall become immediately due and payable, including any monthly payments, fees and costs remaining in the Initial Term. For example, if You have chosen

the twelve-month Membership and XPL terminates Your membership in the tenth month of Your Initial Term, the remaining two (2) monthly payments, plus fees and costs, in Your Initial Term are due and payable immediately. You agree that we may charge any and all such monthly payments, fees and costs to Your Card on the effective date of the termination of Your Membership and this

6. Assumption of Risk, Release, Waiver of Liability, and Indemnity. YOU UNDERSTAND AND AGREE THAT THERE IS A RISK OF INJURY ASSOCIATED WITH USE OF XPL. IN RECOGNITION OF THE POSSIBLE DANGERS CONNECTED WITH THE <u>USE OF XPL, YOU UNDERSTAND, ACKNOWLEDGE, AGREE, AND HEREBY VOLUNTARILY ACCEPT ALL RISK AND</u> RESPONSIBILITY ASSOCIATED WITH THE SERVICES PROVIDED AND USE OF ANY OF THE FACILITIES AT ANY XPL. YOU ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO DISCLOSE ANY MEDICAL CONDITION OR MEDICATION THAT <u>COULD LIMIT OR PREVENT YOU FROM THE PARTICIPATION IN ANY ACTIVITIES, OR THE USE OF ANY OF THE FACILITIES,</u> <u>AT ANY XPL. YOU ACKNOWLEDGE THAT WE MAY, BUT ARE NOT OBLIGATED TO, REQUIRE YOU TO PROVIDE WRITTEN</u> PHYSICIAN APPROVAL BEFORE YOU MAY PARTICIPATE IN ACTIVITIES, OR USE THE FACILITIES, AT ANY XPL. YOU HEREBY WAIVE ALL CLAIMS, ASSUME ALL LIABILITY, AND RELEASE, HOLD HARMLESS, INDEMNIFY, AGREE NOT TO

to such termination. When a membership and Membership Agreement is terminated, the affected membership will be deactivated permanently and the affected member(s) will no longer be eligible to receive any of the benefits of membership. Reasons for membership termination include, without limitation, the following circumstances: (a) If You fail to pay monthly membership payments, fees, costs, or other amounts You owe when they are due for more than seven (7) days (i.e., after you miss two monthly payments); or (b) If You use Your membership for commercial purposes, or engage in activity that XPL, in its sole discretion, deems improper,

including without limitation, allowing someone else to use Your membership, fighting or rowdy behavior at any XPL, or if XPL determines that You or any member under this Membership Agreement violated any provision of this Membership

5. Membership Termination. We reserve the right to terminate or refuse to renew Your Membership Agreement at any time for any reason not prohibited by law and to collect any delinquent or outstanding balance(s) that has not been paid including for any monthly payments, fees and costs owed. If Your membership and this Membership Agreement is terminated, XPL will notify You in writing at the email or other address You provide in this Membership Agreement or any updated address You provide to us in writing prior

COMMENCE ANY LEGAL ACTION, LAWSUIT, OR ARBITRATION AND TO DEFEND US, ANY XPL YOU MAY VISIT, AND ANY <u>OF OUR OR THEIR RESPECTIVE OWNERS, AFFILIATES, SUCCESSORS, ASSIGNS, AGENTS, REPRESENTATIVES, AND</u> EMPLOYEES FROM LIABILITY FOR ANY INJURY, CLAIM, CAUSE OF ACTION, SUIT, DEMAND, AND DAMAGES (INCLUDING, <u>WITHOUT LIMITATION, PERSONAL, BODILY, OR MENTAL INJURY, PROPERTY DAMAGE OR LOSS, PROPERTY THEFT,</u> ECONOMIC LOSS, AND SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE DAMAGES), ARISING FROM

OR RELATED TO (1) YOUR FAILURE TO DISCLOSE ANY PRE-EXISTING CONDITIONS, LIMITATIONS, OR SENSITIVITIES; (2)

YOUR PRESENCE ON THE PREMISES OF ANY XPL; (3) YOUR USE OF ANY EQUIPMENT OR FACILITY, OR PARTICIPATION IN ANY ACTIVITY, AT ANY XPL; (4) THE CONSUMPTION OF ALCOHOL BY ANY GUEST OR MEMBER AT ANY XPL; (5) ANY MEMBER'S BREACH OF THIS MEMBERSHIP AGREEMENT; (6) ANY AND ALL CLAIMS RESULTING FROM OR RELATING TO <u>ANY INSUFFICIENCY OF MEMBER'S LEGAL CAPACITY OR AUTHORITY TO EXECUTE THIS MEMBERSHIP AGREEMENT</u> FOR OR ON BEHALF OF A CHILD MEMBER; AND/OR (7) ANY NEGLIGENCE ON OUR PART (INCLUDING OUR EMPLOYEES. AGENTS, REPRESENTATIVES, AND THOSE OF ANY OWNER OF ANY XPL YOU MAY VISIT). YOU FURTHER EXPRESSLY <u>AGREE THAT THIS ASSUMPTION OF RISK, RELEASE, WAIVER OF LIABILITY, AND INDEMNIFICATION IS INTENDED TO</u> <u>CIVIL CODE, AND THAT, REGARDLESS OF WHETHER YOU ARE A CALIFORNIA RESIDENT, YOU EXPRESSLY AGREE</u> <u>TO WAIVE THE PROTECTIONS, RIGHTS, AND BENEFITS YOU MAY HAVE UNDER SECTION 1542 RELATING TO THIS</u> <u>ASSUMPTION OF RISK, RELEASE, WAIVER OF LIABILITY, AND INDEMNIFICATION. SECTION 1542 STATES: "A GENERAL</u> RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." YOU EXPRESSLY AGREE THAT IF ANY PORTION OF THIS ASSUMPTION OF RISK, RELEASE, WAIVER OF LIABILITY, AND INDEMNIFICATION IS HELD INVALID, THE BALANCE SHALL BE VALID AND CONTINUE IN FULL LEGAL FORCE AND EFFECT. THESE PROVISIONS ARE BINDING ON YOU, YOUR ESTATE, FAMILY, ALL MEMBERS AND GUESTS UNDER THIS MEMBERSHIP AGREEMENT, ANY PERSON WHO USES YOUR MEMBERSHIP (WHETHER AUTHORIZED TO DO SO) TO ACCESS XPL FACILITIES, PARTICIPATE IN ANY ACTIVITY IN ANY XPL, OR ACCESS ANY OTHER MEMBERSHIP BENEFIT, HEIRS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS. 7. DISPUTE RESOLUTION, BINDING INDIVIDUAL ARBITRATION, CLASS ACTION, AND JURY TRIAL WAIVER.

7.1 DISPUTES SUBJECT TO ARBITRATION. All disputes, claims or controversies arising out of or relating to this Membership Agreement, any XPL Service and/or its marketing, or the relationship between You and XPL, including the validity, enforceability, and scope of this Paragraph 7 ("Disputes"), shall be resolved exclusively by binding arbitration. The parties intend for "Disputes" to be given the broadest interpretation that will be enforced, including all disputes regardless of legal theory and specifically includes Disputes sounding in fraud, misrepresentation, fraudulent inducement and/or negligence. "Disputes" also includes claims that accrued before

7.2 DISPUTES EXCLUDED FROM ARBITRATION. The only Disputes that are excluded from the mandatory arbitration process set forth in this paragraph 7 of this Membership Agreement are (i) copyright, trademark, trade secret or patent claims; and (ii) Disputes that fall

7.3 PRE-Arbitration Informal Dispute Resolution. XPL is committed to consumer-friendly dispute resolution. To that end, You and XPL agree to notify the other party of any Dispute in writing and attempt in good faith to negotiate an informal resolution. If You have a dispute with XPL, You agree to send Your written notice of dispute to XPL, Attn: General Counsel, at 2350 Airport Freeway, Suite 505, Bedford, Texas 76022. Your written notice should include Your name and contact information, a description of the dispute and the relief You seek. If XPL has a Dispute with You, then it will send the same information to You at the email or other address You provide in this Membership Agreement or any updated address You provide to us in writing. You and XPL agree to negotiate in good faith for thirty (30) calendar days. If You and XPL do not reach an agreement to resolve the Dispute within thirty (30) calendar days after the date on the Notice, either party may commence an arbitration proceeding pursuant to the provisions set forth below.

7.4 RIGHT TO OPT-OUT OF ARBITRATION. YOU MAY OPT OUT OF BINDING ARBITRATION AND THIS CLASS ACTION AND JURY TRIAL WAIVER BY NOTIFYING US IN WRITING WITHIN THIRTY (30) CALENDAR DAYS OF ENTERING THIS MEMBERSHIP AGREEMENT UNLESS A LONGER PERIOD IS REQUIRED BY LAW. Your written notification electing to opt out of binding arbitration and this class action and jury waiver must be emailed to privacy@xpleague.com or mailed or hand-delivered to XPL, Attn: General Counsel, at 2350 Airport Freeway, Suite 505, Bedford, Texas 76022 within thirty (30) calendar days of the date You enter this Membership Agreement and must include Your name, Your address, and a clear statement that You do not wish to resolve Disputes through arbitration. 7.5 ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). If You and XPL are unable to resolve a Dispute pursuant to paragraph 7.3, then either party may commence an arbitration proceeding before the AAA. These Terms evidence a transaction involving interstate commerce and the Federal Arbitration Act ("FAA") governs all substantive and procedural interpretation of and enforcement of this paragraph 7. To the extent that state law applies to any aspect of the arbitration, the law of the state of Texas will apply without regard to choice of law principles. The arbitration will be conducted by the AAA pursuant to its Consumer Arbitration Rules in effect at the time the arbitration demand is filed. The current AAA Consumer Arbitration Rules are available on the AAA website: www.adr.org. 7.6 Jury Trial Waiver. You and XPL acknowledge and agree that by assenting to arbitration, we are each waiving the right to a jury trial. Unless You are a resident of California or Georgia or entered this Membership Agreement in California or Georgia, You and we

7.7 No Class Actions of Representative Proceedings. By entering into this Arbitration Agreement, You and XPL acknowledge and agree that, to the fullest extent permitted by applicable law, arbitration pursuant to this paragraph shall be conducted only on an individual basis and not in a class, consolidated, representative or private attorney general action or any other representative or consolidated proceeding. If a court determines that this waiver as to any claims, cause of action or requested remedy is unenforceable, then that claim, cause of action and/or requested remedy, and only that claim, cause of action or requested remedy, will be severed from this Arbitration Agreement and will be brought in a court of competent jurisdiction. If a claim, cause of action or requested remedy is severed pursuant to this paragraph, then You and we agree that claims subject to arbitration will proceed first before the

The arbitrator may award injunctive relief only in favor of the individual party seeking relief. Except as may be required by law or for the purposes of confirmation or vacatur of an award pursuant to this Arbitration Agreement, neither You nor an arbitrator may disclose the existence, content, or results of any arbitration under this section without the prior written consent of all parties.

7.8 Arbitrator's Award. The arbitrator shall provide a reasoned decision, which will include the essential findings and conclusions upon which the arbitrator based the award. The arbitrator may award any relief permitted under the AAA rules, and which will be final and binding on all parties to the dispute; however, the arbitrator is bound by the terms of this Membership Agreement and the parties' delegation of authority to the arbitrator under this Membership Agreement. The arbitrator must follow the applicable law and may not disregard the law based on principles of justice or equity that are not a specific part of the applicable law. A judgment may be entered upon the arbitration award in any federal or state court having jurisdiction and enforced in accordance with the Federal Arbitration Act and applicable rules of arbitration provided the confidentiality obligations under this Membership Agreement are not violated.

7.9 ATTORNEYS' FEES AND COSTS. The AAA fee schedule will govern payment of arbitration fees. Each party shall bear its own

7.10 Survival. This Arbitration and Class Action Waiver provision and waiver of jury trial shall survive expiration or termination of

AAA and the severed claims will remain stayed until the arbitration is completed and an arbitration award is entered.

waive any right to a jury trial if a Dispute proceeds in court rather than in arbitration for any reason.

this Membership Agreement. 8. LIMITATION OF ACTIONS AND REMEDIES. Any Dispute must be initiated within two years and one day of the date the Dispute accrues. If a dispute is not initiated within two years and one day of the date the Dispute accrues, You and we waive all such Disputes and claims arising out of or related to any such Dispute against each other. IN NO EVENT SHALL ANY AWARD RELATED TO ANY DISPUTE ARISING OUT OF OR RELATED TO ANY SUCH DISPUTE EXCEED THE TOTAL OF MEMBERSHIP FEES PAID BY YOU OVER THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INITIATION OF ANY ARBITRATION OR OTHER LEGAL PROCEEDING ALLOWED BY THIS MEMBERSHIP AGREEMENT. YOU AND WE EXPRESSLY AGREE TO WAIVE THE REMEDY OF RESCISSION WITH RESPECT TO ANY DISPUTE.

9. Communications and Authorization for Phone Calls and Text Messages. By providing Your phone number during the membership enrollment process and entering this Membership Agreement, You consent to and authorize XPL, Your Selected XPL, any XPL, and our and/or their owners or agents to call or send You text messages to the number You provide regarding (1) account balances or transactions or amounts due under this Membership Agreement, and (2) XPL promotions and/or advertising. You acknowledge that these calls or text messages may be sent via auto-dialer and that standard message and data rates may apply. You are not required to authorize calls or text messages to become a member or to enter this Membership Agreement, and You may opt-out at any time by request if called or by replying "STOP" in response to a text message. You further agree that XPL, Your Selected XPL, any XPL, and our and/or their owners or agents may contact You via mail, text message or email for any purpose and that any debt collection agency or attorney hired by XPL may contact You by phone, text message, mail, or email in an effort to recover any unpaid amount due to XPL under this Membership Agreement. Further, You agree that You will send any legal notice or other notice or information that You are required by law to provide or deliver to XPL by email to privacy@xpleague.com or by mail or hand-delivery to the

and XPL's storage and use of, an image of each member under this Membership Agreement for purposes of member identification for XPL membership and this Membership Agreement. XPL will retain such image in its computerized membership system. XPL also may photograph, record on audio or video, and/or otherwise record Your presence or use of any XPL. In exchange for Your use of Your Selected XPL and any XPL, You understand, acknowledge, and agree that You may be photographed, recorded on audio or video, and/or otherwise recorded while at Your Selected XPL and/or any XPL and hereby agree and consent for all purposes to the sale, reproduction, and/or use in any manner of any such photograph, audio, video, and/or other recording or depiction of Your likeness and/or voice whatsoever by us, Your Selected XPL, any XPL, and any nominee, agent or designee of us or them, including without limitation any agency, client, periodical or other publication, in all forms of media, whether now or hereafter devised, throughout the world and in perpetuity, and in all manners, including without limitation advertising, trade, display, editorial, art, and exhibition. You further understand and agree that any such photograph, audio, video, and/or other recording or depiction of Your likeness and/or voice may be modified, altered, cropped, and/or combined with other content such as images, video, audio, text, and graphics, and hereby waive any right that You may have to inspect or approve any finished image, video, and/or audio containing a

depiction of Your likeness or voice. You further agree that XPL, Your Selected XPL and/or any XPL You may visit, or owner thereof, may use any information gathered in this form or through Your use of Your Selected XPL and/or any XPL, provided the information does not personally identify You or provide facts that could lead to Your identification, for any purpose, including without limitation research, product and program improvements, and/or statistical purposes. You agree to hold harmless and indemnify XPL, Your Selected XPL and/or any XPL You may visit, and/or owner and agents thereof, from and against any and all liability, damage, loss, and/or claims of any kind or nature whatsoever, including, without limitation, any and all claims and demands relating to libel,

10. <u>Use of Personal Information, Intellectual Property, Image, Likeness, and/or Voice</u>. XPL will take, and You agree to the taking

following address: XPL, Attn: Membership Support, 2350 Airport Freeway, Suite 505, Bedford, Texas 76022.

invasion of privacy, and violation of intellectual property or publicity rights.

this Membership Agreement.

- 11. Transferability. XPL may transfer this Membership Agreement at any time and without notifying You, but You agree that You may not sell Your membership or transfer this Membership Agreement or any membership benefit at any time. 12. Entire Agreement. You acknowledge and agree that this Membership Agreement and the incorporated XPL Privacy Policy, E-Sign Disclosure and Agreement, and Terms of Use as amended and modified constitute the entire agreement between You and XPL and supersede any prior agreement or representations, either written or oral, and may only be modified in writing. This Membership Agreement shall inure to the benefit of and be binding upon the parties hereto, the members under this Membership Agreement, and their respective heirs, executors, administrators, successors, and assigns. Except as expressly provided herein, You warrant that You are not relying on, and that neither XPL nor its employees, agents, representatives, or franchisees have made and specifically negate and disclaim, any representations, warranties, promises, covenants, agreements, or quaranties of any kind or character whatsoever, either express or implied, oral or written, past, present, or future, of, as to, or concerning or with respect to
 - any conflict of law principles. You agree that judicial proceedings that are excluded from the Arbitration Agreement in paragraph 7 must be brought in state or federal court in Tarrant County, Texas, unless we both agree to some other location. 14. SEVERABILITY. If any part of this Membership Agreement shall be held invalid (other than the Arbitration and Class Action Waiver provision above), that part shall be deemed excluded from this Membership Agreement and the remainder of the Membership Agreement shall remain in full force and effect. If the Arbitration and Class Action Waiver is held invalid by an Arbitrator, You and we agree that any Dispute will be decided by a court rather than by arbitration.

15. WAIVER. The terms and conditions contained herein may be waived only by written instrument executed by the party waiving compliance. Any such waiver shall only be effective in the specific instance and for the specific purpose for which it is given and shall not be deemed a waiver of any other provision. XPL may delay enforcement of any of the provisions of this Membership Agreement, including Your promise to make timely payments, without waiving or losing its right to enforce the same or any other provision later.

13. United States Governing Law, Jurisdiction and Venue. Unless you reside or have your place of establishment in China, this Membership Agreement will be governed under the laws of the State of Texas and applicable United States law, without regard to