



K-9 COACH

"You and Your Dog Deserve to be a Team"

The following is the Membership Agreement between K-9 Coach, LLC ("We" and "Us") and the enrolled members of this membership program / The Club at K-9 Coach. YOUR ENROLLMENT CONSTITUTES YOUR AGREEMENT TO THE TERMS AND CONDITION HEREIN. ENROLLMENT refers to those who have paid for one of the membership levels of The Club

IF YOU HAVE ANY QUESTIONS, CALL US AT 404-603-9744 OR VISIT THE WEBSITE AT K-9COACH.COM.

1. **Membership Benefits.** As a Member, you are entitled to receive unlimited access to all services and benefits included in your selected membership level. Please see your membership materials and website for details and limitations. Members must be current on their membership fees in order to receive membership benefits.
2. **Obligations of Member.** Member agrees to abide by the Terms and Conditions set forth herein. We reserve the right to revise, amend or alter these Terms and Conditions. Membership may be revoked at any time for failure to abide by the Membership Agreement.

Members are financially responsible for all membership dues and related service fees. We, on our own or through our designee, reserve the right to collect any and all delinquent dues or fees owed by a member. If a member becomes delinquent in payment of his/her dues or fees, We, on our own or through our designee, reserve the right to refer such member to a collection agency and Member shall be required to pay all reasonable collection costs associated with the collection of such unpaid dues or fees.

Member is required to keep a valid credit/debit card on file for membership dues. For credit card information specifically, our client system uses state of the art tokenization to protect customers' card information. A token is a reference to the actual card data of customers, but it contains no specific card information itself. The token is an encrypted message sent to our Level I PCI-compliant gateway that houses your data. The token reads the real card information and sends back a message that the credit card on file is correct and can be processed. We store no actual credit card information and no actual card information is passed back and forth. So, if for any reason someone was able to gain access to your account, there is nothing of value for them to access.

Member agrees to timely notify Us of any changes in personal information including mailing address, telephone number and credit/debit card information. Failure on the part of the Member to provide us with updated, current credit/debit card information may result in termination of the Member's membership.

3. **Our Obligation.** We agree to make the benefits of membership available to you during the dates of your membership in accordance with the terms of your membership plan and our posted hours of operation. If there are changes to benefit levels or pricing, we will notify you via the contact information we have on file and there will be a minimum of 30 days' notice afforded. For all information kept on file, including all personal information such as Member's address, telephone number, credit card details, etc... We agree to hold this information in strict confidence and to never share it with any 3rd party whatsoever.
4. **Use of Membership.** Your membership is non-transferable. You agree that membership is limited to use by you and up to two dogs living in your home. Benefits are not for resale. You will promptly notify us if you become aware of any unauthorized use of your membership.



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5. **Membership Term.** Your membership is effective for: (a) under the annual payment plan, a period of twelve (12) months following the membership enrollment date, (b) under the monthly payment plan, a period of one (1) month following the membership enrollment date and will continue on a month-to-month basis until you cancel your membership as described below.
6. **Payment of Membership Fee.** The payment of your membership fee is made automatically by a direct charge(s) to the payment source authorized by you ("Payment Source"), in accordance with the payment terms to which you agreed. In the event that your payment source cannot process the membership fee due to insufficient available credit or funds, we may, at our discretion, divide the total membership fee into incremental charges in order to process the total membership fee.
7. **Continuation or Renewal of Membership.** Unless you notify us that you wish to terminate this Membership Agreement and cancel your membership by following the instructions in the paragraph below titled "Termination of Membership", your membership will continue or renew automatically, and you will be charged the membership fee, which will appear on your payment source statement, depending upon how you enrolled. *For Annual Payment Plan Memberships:* We reserve the right to increase or decrease the membership fee for each renewal membership term, or add new fees and charges, from time to time, effective upon annual renewal of your membership. *For Monthly Payment Plan Memberships:* We reserve the right to increase or decrease the membership fee, or add new fees and charges, from time to time. You agree that, unless you cancel your membership prior to the effective date of the membership fee increase, you will be charged the new applicable periodic membership fee on each anniversary date after the effective date of such change, and you authorize us to charge the new applicable periodic membership fee to your payment source. You are solely responsible for any and all fees charged to your payment source by the issuer, bank, or financial institution including, but not limited to, membership, overdraft, insufficient funds and over the credit limit fees.
8. **Notice of Price and Membership Fee Change.** We will send you, in advance, written notice of all changes to your membership fee that vary from the amount you previously authorized. There will be a minimum of 30 days' notice for all changes. Should you not wish to pay this amount, please call or email us to cancel your membership.
9. **Changes to Terms and Conditions.** We may, at any time, and at our sole discretion, modify this Membership Agreement, including without limitation the privacy policy. Such modifications will be effective upon posting on the website and Members will receive direct notification from our software programs. Continuing your membership following any such modifications will constitute your acceptance of the modified membership agreement.
10. **Termination of Membership.** YOU MAY TERMINATE THIS MEMBERSHIP AGREEMENT AND YOUR MEMBERSHIP AT ANY TIME BY CALLING US OR BY NOTIFYING US IN WRITING AT, 4870 South Atlanta Rd. SE, Smyrna, GA 30080. YOUR CANCELLATION WILL BE EFFECTIVE 30 DAYS FROM THE DATE THE REQUEST IS RECEIVED AND PROCESSED. UPON CANCELLATION, DEPENDING UPON THE TERMS YOU AGREED TO, a) UNDER THE ANNUAL PAYMENT PLAN, YOU WILL RECEIVE A PRO-RATED REFUND OF THE PAID MEMBERSHIP FEE FOR THE THEN-CURRENT YEAR; b) UNDER THE MONTHLY PAYMENT PLAN, YOU WILL NOT OWE ANY FURTHER MEMBERSHIP FEES AND WILL NOT BE ENTITLED TO A REFUND OF PAST FEES CHARGED TO YOUR ACCOUNT.

In the event that you contact us within the first 30 days of your membership and advise us that you were unable to access the benefits due to lack of availability/space at our facility and we confirm that, in fact, you did not access the benefits, we will issue you a refund and cancel your membership



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immediately. Depending upon the terms you agreed to, any enrollment, processing and/or trial period fees may not be refundable. Any other fees or charges incurred in connection with the program (including bank or overdraft charges) are your responsibility.

WE WILL TERMINATE YOUR MEMBERSHIP IF IT IS NOT USED IN ACCORDANCE WITH THIS MEMBERSHIP AGREEMENT. In such cases, we reserve the right to: (1) not refund membership fees paid by you; (2) not to fulfill any pending reservations. we reserve the right to terminate your membership at any time for any other reason provided that we make any refund due to you based upon the terms of your enrollment. a member is prohibited from re-enrolling in the program for at least twelve (12) months from cancellation.

11. **Entire Agreement.** This Membership Agreement contains all of the terms of membership, and no representations, inducements, promises or agreements concerning the membership not included in this Membership Agreement shall be effective or enforceable. If any of the terms of this Membership Agreement shall become invalid or unenforceable, the remaining terms shall remain in full force and effect.
12. **Governing Law.** THIS MEMBERSHIP AGREEMENT AND THE TERMS OF MEMBERSHIP SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA, WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PROVISIONS THEREOF.
13. **Arbitration.** Any controversy or claim arising out of or relating to this membership, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be Smyrna, Georgia. Georgia law shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

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