



TERMS & CONDITIONS

These Terms & Conditions of Purchase apply to anybody ('Client') who purchases any type of class or private lesson or package of classes through Progression Pilates

1: FEES AND PAYMENTS

DETAILS OF CHARGING. Your credit/debit card will be charged for your order when you make a purchase. We accept Mastercard, Visa, and Discover and American Express. Progression Pilates will not process charges that use an incorrect, expired, or over-the-limit credit card. It will make its best effort to contact you if this occurs. If you fail to pay any fees or charges when due, services or privileges may be suspended or terminated. You shall be responsible and liable for any fees, including attorneys' fees and collection costs, that Progression Pilates may incur in its efforts to collect any unpaid balances from you.

PAYMENT. All payments are payable by electronic funds transfer from the Client's credit or debit card account. Clients must authorize payments to be made through electronic funds transfer systems. Client maintains full control, privacy and management of charges over their account at all times. This includes but is not limited to single classes, class packages, private sessions, retail and charges associated with late cancellation and/or no-shows.

RETURNED PAYMENT PENALTY. For any returned payment item due to closed accounts, insufficient funds or similar issues, Client will automatically be charged any bank fee imposed on Progression Pilates plus the processing fee. On such occasions, Progression Pilates retains the right to collect the current and past due balances in any subsequent month.

CLIENT OBLIGATION. Client shall not be relieved of the obligation to make payments agreed to, and no deduction from any payment shall be made because of Client's failure to enroll in classes or private sessions.

2: ENROLLING IN A SESSION AND CLASS CANCELLATION POLICY

ENROLLING. In order to book a session, you must first purchase a credit for a class or private session. To do this, you can go to www.progressionpilates.com to create an account if you have not done so already. **You should be aware that services expire and class and future services pricing is subject to change.**

ON TIME ATTENDANCE, CANCELLATION, Bookings are valid only if you are ready and present within 5 minutes of the class commencing. **You will not be allowed in class after the 5 minute grace period has expired!** This is in consideration of both your safety as well as the respect to start a timely class for other clients. You may cancel your booking up to 2 hours in advance by logging into your account at progressionpilates.com. You will not lose a class credit if done before the two hour window. If you cancel your spot within the 2 hours before the start time of class, your class credit will not be returned to your account. If you do not show up or do not cancel your booking, your class credit will not be refunded.

CHANGE IN SCHEDULE AND CLASS CANCELLATION BY PROGRESSION PILATES. As a result of special occasions, or an act of God, Progression Pilates may temporarily cancel or reschedule classes from time to time at its discretion. If such rescheduling or cancellations cause a class credit to expire before it can be used, the credit will be refunded to the client.

3: MISCELLANEOUS

PRIVACY POLICY. We receive, collect and store any information you enter on our website or provide us in any other way. We collect personally identifiable information including name, email, payment details and purchase history (including credit card information), comments, feedback, product reviews, recommendations, and personal profile. If you prefer Wix not to process your data anymore, please contact us at www.progressionpilates.com.

SECURITY. Progression Pilates is hosted on the Wix.com platform. Wix.com provides us with the online platform that allows us to sell our products and services to you. Your data may be stored through Wix.com's data storage, databases and the general Wix.com applications. They store your data on secure servers behind a firewall. All direct payment gateways offered by Wix.com and used by our company adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of credit card information by our store and its service providers.

NON DISCRIMINATION. Progression Pilates will not discriminate against any person because of gender, race, creed, age, color, sexual orientation, national origin or ancestry in considering applications for, or have taken other action in connection with, entrance to sessions

ENFORCEMENT. If any provision of these Terms and Conditions of Purchase is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provisions of this contract, which shall remain in full force and effect, and the provisions held invalid or unenforceable shall be deemed modified so as to give such provisions the maximum effect permitted by applicable law.

GOVERNING LAW, JURISDICTION. This agreement shall be governed in all respects by the substantive law of the State of Washington, without regard to its conflict of law principles. Client hereby unconditionally consents to submit to the jurisdiction of the federal and state courts sitting in Washington for any actions, suits or proceedings arising out of or relating to this agreement.

ENTIRE AGREEMENT. These Terms and Conditions and all rules and regulations of Progression Pilates, may be revised from time to time and constitute the entire and exclusive agreement between the Client; supersede all prior promises, representations, understandings and/or agreements relating to the subject matter hereof. This agreement may be modified only by an instrument in writing and only by Progression Pilates

TERMINATION. You agree that Progression Pilates may, *under certain circumstances and without prior notice*, immediately terminate your account, and access to its offered services. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the Terms or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to Progression Pilates (or any part thereof), (e) unexpected technical or security issues or problems, (g) engagement by you in fraudulent or illegal activities, and/or (h) nonpayment of any fees owed by you in connection with the Services.

RECOVERY FEES. You agree that Progression Pilates can, *under certain circumstances and without prior notice*, charge recovery fees for the purpose of recovering damages it incurs in the event you attempt to exploit or abuse our policies or accounts. These can include and are not limited to, (a) impersonation (allowing others to attend classes you scheduled on your behalf), (b) filing fraudulent chargebacks or (c) not following safety instructions given by Progression Pilates staff.

CONTRACTUAL OBLIGATIONS. In consideration of your involvement with Progression Pilates, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the “Contact” form and (b) maintain and promptly update your account to keep it current. If you provide any information that is untrue, inaccurate, not current or incomplete, Progression Pilates has the right to suspend or terminate your account and refuse any and all current or future use of the site.

ANYONE ACCESSING www.progressionpilates.com AGREES TO ABIDE BY THESE TERMS. We may modify these Terms at any time, and such modification shall be effective immediately upon posting on the website. Your continued access or use of the site after the modifications have become effective shall be deemed your conclusive acceptance of the modified Terms.

If you have any questions or concerns about these Terms, please contact us at www.progressionpilates.com

Printed Name _____

Signature _____

Date _____