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If you are fourteen (14) years of age or older you may register with the Blue Sky Holdings website as a user. You will be given a unique user name and password ("OLS or Online System or User Account"). You may change your password at any time by updating your account settings on the Blue Sky Holdings website. You are responsible for maintaining the confidentiality of your password and account and are fully responsible for all activities that occur under your password or account. You are also solely responsible ensuring that you exit or log-off from your User Account at the end of each session of use. You will notify Blue Sky Holdings immediately of any unauthorized use of your password or User Account. Although, Blue Sky Holdings has taken what it considers to be reasonable and customary security precautions and measures to safeguard your User Account information we cannot and do not guarantee the effectiveness of our security measures or the safety of your User Account information sent to or from this Site over the Internet.

You agree to immediately notify Blue Sky Holdings of any unauthorized use of your password or account or any other breach of security. Blue Sky Holdings cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

Information and Representations made at Registration.

By registering with Blue Sky Holdings, you agree to provide true, accurate, current and complete information about yourself in all required fields of the registration form and in all descriptive content you post about yourself. If any of your information changes, you agree to update your registration information as soon as possible. Should Blue Sky Holdings suspect that your registration information or descriptive content is not complete, current or accurate or that you have otherwise violated these Terms, your account may be subject to suspension or termination, anything you posted may be deleted and you may be barred from using the Blue Sky Holdings website.

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Further, except with Blue Sky Holdings express advance authorization or in a clearly designated area, you may not use the website to: (a) upload, post, email or otherwise transmit any Communications that provides any telephone numbers, street addresses, last names, URLs or email address; (b) engage in commercial activities within Blue Sky Holdings (such as by advertising or selling products or services or inducing other users to enroll in a promotional or money-making enterprise); or (c) solicit donations for any purpose.

Termination.

You may terminate your User Account at any time and for any reason by providing notice of such intent to terminate to Blue Sky Holdings at membersupport@ManchesterAthleticClub.com.

Blue Sky Holdings may terminate your User Account or your use of this Site immediately with prior notice if Blue Sky Holdings, in its sole discretion believes you have violated these Terms, or any of the applicable user policies. Upon any termination of your User Account, you must immediately stop accessing and destroy any Content downloaded or printed from this Site. Except as otherwise expressly provided herein, all sections of these Terms which by their nature should survive termination will survive termination, including, without limitation, the sections pertaining to proprietary rights, warranty disclaimers, indemnification and limitations of liability.

Refunds, Returns and Exchanges

Merchandise. Merchandise in like-new condition with original packaging and tags may be exchanged or returned for a full refund up to 7 days from the original date of purchase. Proof of purchase is required, such as a receipt. Merchandise must be returned at the facility where purchased. Online purchases may be subject to different refund policies.

Services or Programs. Services or programs may be cancelled at the facility where the service or program is or was to be provided, subject to any specific terms and conditions in contracts applicable to the service or program.

- **Membership.** A primary or partner (submember) member may terminate the membership (or any member may remove or terminate himself or herself from a membership) for any reason upon advance **written notice** to Manchester Athletic Club or MAC Fitness as provided in our membership agreement with you. To provide written notice of termination, you must complete a termination request form in person at the Club or send a letter request via USPS to the Club. We do not accept termination requests by phone, email, fax or online.
- **Termination within First 3 Days of Membership.** Upon written notice of termination, you may terminate your membership within 3 days of its activation. If we receive your written notice within 3 days of activation of your membership, we will refund your paid Joining Fees and Membership Dues. Except as provided herein, we will not refund any products or services purchased by or provided as part of a membership package to you or any other member on your membership.
- **Termination after First 3 Days of Membership.** To terminate a membership, the member must provide advance written notice to the Club, according to their General Terms Agreement. Terminations are effective 30 days after request is received. Early termination fees may apply for any membership agreement with a minimum term commitment as outlined in our membership agreement. A member may provide written notice of termination in person at the Club or by USPS, or as otherwise permitted by Blue Sky Holdings. If a member does not provide timely advance written notice, the member will pay monthly membership dues at the regular rate for the current and following month, during which time the member will continue to have Club access.

- **Camps.** You may cancel participation in a camp only by making a written cancellation request to the Club. Except as noted below, if we receive your request less than 14 days before the first day of camp, you forfeit your deposit and paid camp fees. If we receive your request 29 to 14 days before the first day of camp, you forfeit your deposit, but we will refund remaining paid camp fees. If we receive your request 30 or more days before the first day of camp, we will refund both your deposit and paid camp fees. If you do not make payment by the due date, we will advance another camper from the waiting list. If we cancel a scheduled camp, we refund your deposit and paid camp fees if we cannot find a suitable substitute class for the registrant.
- **Athletic Events.** We do not refund prepaid entry fees for athletic events, including but not limited to triathlons and runs.
- **Fitness Programs, Group (Non-Camp) Activities, and Individual Activities.** You may cancel fitness programs (e.g., personal training, nutrition coaching, Pilates, programs), group classes (e.g., swimming and youth fitness classes), and private or individual classes (e.g., private tennis or swim lessons) only by hand delivering or sending written cancellation notice to the relevant Department Head at the center where the services were to be provided and by contacting your individual trainer, instructor or coach. We will refund all amounts paid if we receive your written cancellation notice within three (3) business days of the date you purchased the program or classes or at any time before your first session has been serviced, whichever is later. If we receive your cancellation notice after your first session has been serviced, we will not refund any amount you have already paid, but we will service your paid sessions on the schedule then in effect. Unused sessions expire one year from purchase. We will not refund any amount for a scheduled session that you fail to attend or fail to reschedule or postpone (by contacting your designated trainer, instructor or coach) at least 24 hours in advance. We will provide a refund or credit for programs or classes that we cancel if we cannot find a suitable alternative for the registrant.
- **Refund Methods.** Unless otherwise required by law, we will issue refunds only to the payor as follows:

Credit Card. Payments made via credit card will be refunded to the same credit card account used at the time of purchase.

Cash or Check. Payments made via cash, check or bank withdrawal may be refunded by means of a Club gift card, membership dues credit, or check. Refunds for payments by check will be processed within 30 days, unless the payor provides a copy of the cleared bank draft or check from his or her financial institution in which case the refund may be made more quickly.

EFT from Bank Account. Payments made via electronic fund transfer from a bank account (EFT or ACH) may be refunded by means of a Club gift card, membership dues adjustment credit, or bank check. Refunds will be processed within 30 days.

Gift Card. Payments made via gift card will be refunded to a Club gift card.

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You agree to indemnify, defend and hold harmless Blue Sky Holdings, Inc., its officers, directors and employees and its suppliers from and against any liabilities, losses and reasonable costs and expenses (including reasonable attorney's fees) arising out of any claims or suits by any third party connected with or resulting from your use of this Site in any unlawful manner or in any manner inconsistent with these Terms.

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By email: membersupport@ManchesterAthleticClub.com

By mail:

Blue Sky Holdings, Inc.

ATTN: General Manager, 8 Atwater Avenue, Manchester, MA 01944

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