

By execution of a Membership Agreement with Knoxville (the "Agreement"), the Member or authorized person obligated under this Agreement ("Buyer") agrees to the following Terms and Conditions ("Terms and Conditions"), including without limitation the arbitration provisions set forth in Section 3.19. In regards to a team membership, the term "Member" or "You" in the Agreement includes all persons enrolled under that Agreement where applicable. By signing this Agreement, Member and/or Buyer acknowledge that Member and/or Buyer understand Member and/or Buyer's right to request a comprehensive list of each membership plan Knoxville offers for sale:

ADDITIONAL MEMBERSHIP AGREEMENT TERMS

(1) MEMBERSHIP PAYMENT AND TERMS

(1.1) Description of Services. This is a membership agreement and not an optional services agreement such as personal coaching and/or training which is a separate agreement. This membership agreement entitles Member to access the facility designated above during business hours.

(1.2) Rules, Regulations and Schedules. Member agrees to abide by the rules, regulations and schedules of Knoxville, which may be posted at the facility, sent by email to the Member's email address on file, or issued orally, and which may be amended from time to time at Knoxville's sole discretion. Upon joining, Member and/or Buyer must pay the appropriate initial charges. At the sole discretion of Knoxville, a Member's membership may be revoked or suspended at any time if in the judgment of Knoxville (a) Member consistently fails to observe the Rules and Regulations, (b) has otherwise behaved in a manner contrary to the best interests of Knoxville or any of Knoxville's Members, (c) Member has instituted any type of legal action against Knoxville, including but not limited to civil actions, arbitrations and/or mediations, and/or (d) Knoxville has instituted any type of legal action including but not limited to civil actions, arbitrations and/or mediations against Member. Nothing in this Agreement shall be construed as waiving the Member's right to make any statement regarding Knoxville, its employees or its good or services.

(1.3) Member's Obligation. Member and/or Buyer shall not be relieved of the obligation to make payments agreed to and no deduction from any payment shall be made because of Member's failure to use the Knoxville facilities. Dues are for the period stated in the Agreement. Member and/or Buyer may not transfer this Membership to another Person. If a family membership drops to two members, dues will be reduced to reflect the dues charge to the couple rate in effect at the time of the drop. If a family or couple membership drops to one member, the dues for that member will change to the single membership rate in effect at the time of the drop. If the member responsible for paying the family or couple dues ("Primary Member") fails to timely pay the dues, another member must make arrangements to pay the dues, or Knoxville has the right to terminate all the memberships. If the Primary Member cancels a membership, the membership will effectively be cancelled unless Knoxville has received a notice of change of status of the Primary Member. Knoxville will accept notice of a change of status (in writing) only if it's signed by the member whose status has changed and the new Primary Member.

(1.4) Intentionally omitted..

(1.5) Monthly Dues, and other Fees. Member or Buyer shall pay, in advance, monthly Membership dues as set forth in the Agreement. Knoxville may adjust the monthly Membership dues upon giving Members thirty (30) days prior notice, posted in a Knoxville facility, sent by email to Member's email address on file with Knoxville, and/or sent by mail to Member or Buyer. Except as otherwise set forth herein, Knoxville may adjust any fees at any time at its sole discretion. Knoxville has the right to add to the monthly Membership dues any tax imposed by the government.

(1.6) Intentionally Omitted.

(1.7) Payment Authorization and Disclosures. PLEASE READ CAREFULLY. Monthly dues, and incidental charges are payable by Electronic Funds Transfer ("EFT") from the Member or Buyer's checking account, savings account, credit card account, or debit card account designated in this Agreement. Members or Buyers must authorize payments to be made through a third party administered electronic funds transfer system. Members or Buyers maintain full control and privacy over their accounts at all times, and the transfer of the funds affects only those fees that have prior authorization of the Member or Buyer. The transfer will take place automatically once every month unless Knoxville notifies the Member or Buyer otherwise by giving Members thirty (30) days prior notice, posted in a Knoxville facility, sent by email to Member's email address on file with Knoxville, and/or sent by mail to Member or Buyer.

References to "I" in this Section 1.7 refer to the Member or Buyer. The authorization in this Section 1.7 applies to the account designated on the front page of this agreement or an updated account provided by the Member or Buyer (the "Designated Account"). The Dues, Fees and Charges reflected in the Monthly Amount Due on the front of this agreement will be transferred from or charged to the Designated Account on the date of each month beginning 30 days after your membership enrollment date unless Knoxville notifies the Member or Buyer otherwise by giving Members thirty (30) days prior notice, posted in a Knoxville facility, sent by email to Member's email address on file with Knoxville, and/or sent by mail to Member or Buyer. These are "Scheduled Payments."

(a) Authorization for Payments by Credit Card. I authorize Knoxville to charge the Designated Account for the purpose of paying the Total Due Now and for making Scheduled Payments (if applicable). I also authorize Knoxville to charge the Designated Account for all other Dues, Fees and Charges listed on the front of this Agreement as and when such Dues, Fees and Charges are due.

(b) Authorization for Payments by EFT. I authorize Knoxville to charge the Designated Account for the purpose of paying the Total Due Now and for making Scheduled Payments (if applicable). I also authorize Knoxville to charge the Designated Account for all other Dues, Fees and Charges listed on the front of this Agreement as and when such Dues, Fees and Charges are due. I also understand that I may stop any Scheduled Payment by notifying the financial institution which holds the Designated Account at least three (3) business days before the scheduled date of the transfer.

(c) How to Revoke this Authorization. This authorization will remain in full force and effect during the term of this Membership Agreement, unless I revoke it. I understand that I may revoke this authorization at any time by notifying Knoxville at 11717 Indiana Avenue, Lubbock, Texas 79423. Note: Therevocation will only be effective as to transfers that are scheduled to occur at least ten (10) business days after Knoxville receives the notice. If therevocation cannot be processed prior to the scheduled date of the charge or transfer, Knoxville shall refund the debited amount. Revocation of this authorization, or my stopping any payment, does not relieve me of my obligation to pay amounts due to Knoxville under this Membership Agreement, and I will remain liable for such amounts until they are paid in full.

(d) Compliance with Designated Account Agreement. I certify that I am authorized under the terms of my agreement (the "Designated Account Agreement") with the financial institution that holds the Designated Account (the "Financial Institution") to use the Designated Account for payments to Knoxville. I further certify that all statements made by me to Knoxville in connection with the Designated Account are true and correct to the best of my knowledge. I understand that any failure by the Financial Institution to pay any charge in full does not release me from any liability for any obligations owing to Knoxville. I agree to comply with the terms of the Designated Account Agreement at all times while this authorization is in effect.

(1.8) Dishonored Check or Credit Card. If any check, account debit, or credit card charge payable to Knoxville by Member and/or Buyer is returned, rejected or dishonored, Knoxville management shall, in each instance, to the extent permitted by law, (a) assess a charge equal to any charge imposed by the financial institution, any costs and expenses incurred in connection with collection, and (b) charge such other fees as may be permitted by applicable law.

(1.9) Intentionally Omitted.

(1.10) Unpaid Balances. All balances owed by Member and/or Buyer that are in arrears are subject to monthly service charges. These fees may be adjusted from time to time. Any unpaid balances for membership fees, goods or services may result in suspension of membership privileges. Members and/or Buyer shall be obligated to pay any cost incurred by Knoxville for collection. The renewal fee for paid in full annual memberships must be paid by 12:00 midnight on the anniversary date of the annual membership or Member's privilege to use Knoxville facilities may be suspended. Knoxville reserves the right to charge past due balances, plus applicable charges, to the Membership account under the EFT authorization.

(1.11) Membership Term. The period covered by the first month's dues, as well as any additional days of Membership for which payment is received by Knoxville, or any prepaid period are the "Paid Period" for the Dues Membership. The "Paid Period" is the term of this Membership Agreement.

(1.12) Cancellation of Membership.

(1.12.1) Written Requests. Memberships cannot be cancelled by phone or verbal conversation. Cancellation requests will only be honored if sent in writing or filled out at a Knoxville facility. All paperwork is deemed a request until a Knoxville employee can validate paperwork and approve such cancellation. A cancellation that has been denied will be sent in writing back to Member along with reason of denial or instructions for acceptance and refund.

(1.12.2) Cancellation of Monthly Membership.

If you have a monthly payment membership, you may terminate this Membership Agreement by providing at least two (2) days' notice prior to the next bill date to Knoxville delivered: (a) by U.S. mail to Knoxville at 11717 Indiana Avenue, Lubbock, Texas 79423 or (b) by hand to the manager at your facility. The termination will be effective at the end of the Paid Period, and you may continue to use the facility during the Paid Period. Knoxville shall not charge your credit card or initiate any EFT payments which are scheduled to occur more than two (2) days after the termination notice is received by Knoxville. If the termination cannot be processed prior to the scheduled date of the charge or transfer, Knoxville shall refund the debited amount. No further charges will be incurred if last month's dues were paid at the execution of this Agreement. Member understands they have signed a membership agreement. Failure to use the membership and utilize programs and facilities does not relieve Member of their liability for payment regardless of circumstances.

Cancellations with past due balances. In order for a cancellation to be processed, all open and past due balances must be paid in full. Any balance due after 90 days will be sent to collections

(1.13) Refunds. Refunds, if applicable, shall be made within thirty (30) days of receipt of notice of cancellation.

(1.14) Change of Membership Type. Any membership can be changed by buying a new membership at the standard price and cancelling the previous membership.

(1.15) Freeze Policy. Team memberships can be placed on frozen status for up to 3 months at a time. Freezes will go into effect on the bill date following notification. Your monthly dues must be current in order to freeze your membership. Billing will begin immediately after the freeze period. No notification will be provided and no refunds will be permitted.

(1.16) Buyer's Indemnity. Buyer assumes full responsibility for any person who becomes a Member under the Agreement and these Terms and Conditions and shall indemnify Knoxville, its affiliates, agents and employees against any and all liability incurred by such Member during his or her use of any and all Knoxville facilities.

(1.17) Unused Sessions. Any unused sessions remaining at the end of each calendar month shall expire on the last day of each calendar month

and shall not be eligible for rollover to any consecutive months.

(2) MEMBER RISK. Member and Member's guests shall hold Knoxville harmless from any illness, loss, theft, cost, claim, injury, damage or liability ("Damages") incurred as a result of the use of a Knoxville facility and any other membership activities, except such Damages which result from the willful misconduct or gross negligence of Knoxville, its affiliates, agents or employees.

(2.1) Member's Health Warranty. Member and Buyer represent that Member is in good health and has no disability, impairment, injury, disease, known or obvious symptoms of or risks factors for a highly communicable disease (i.e. COVID-19), or ailment, preventing him or her from engaging in active or passive exercise or which could cause increased risk of injury or adverse health consequences as a result of exercise. Member assumes full responsibility for his or her use of a Knoxville facility and shall indemnify Knoxville, its affiliates, agents and employees, against any and all Damages arising out of Member's use of the facilities except as otherwise set forth in these Terms and Conditions. Physical examinations by Member's physician are recommended for members before commencing any exercise program, and especially for Members who are at risk, including but not limited to toelderly or pregnant Members, or Members unaccustomed to physical exertion, or who have physical limitations, respiratory ailments or impairments, a history of high blood pressure, heart problems or other chronic illnesses, or members who have a history of heart disease.

(2.2) Warning. Use of steroids to increase strength or growth can cause serious health problems. Steroids can keep teenagers from growing to their full height; they can also cause heart disease, stroke, and damaged liver function. Men and women using steroids may develop fertility problems, personality changes, and acne. Men can also experience premature balding and development of breast tissue. These health hazards are in addition to the civil and criminal penalties for unauthorized sale, use, or exchange of anabolic steroids.

(2.3) Medical Disclaimer. Member has been informed and acknowledges that Knoxville has made no claims as to medical results that can or may be obtained through use of any Knoxville facility and cannot and does not warrant that such facility is free from communicable diseases. Knoxville has neither suggested nor will it suggest any medical treatment to Members. Only licensed medical professionals are qualified to give medical advice. Member represents that there is no medical or physical conditions or known symptoms or risk factors that would preclude the use of Knoxville's facilities and each Member further represents that he or she has not been instructed by any physician not to use Knoxville's facility or any similar facility.

(2.4) Intentionally Omitted.

(2.5) Waiver of Liability. Any strenuous athletic or physical activity involves certain risks. Use of public facilities may increase the risk of transmission of communicable diseases. Member and Member's guests assume the risk of any and all accidents or injuries of any kind that may be sustained by, or in connection with, use of the facilities and release, hold Knoxville harmless, discharge and absolve Knoxville, its agents and employees from any and all Damages or responsibility except if such accident or injury is the result of willful misconduct or gross negligence of Knoxville, its affiliates, agents or employees.

(2.6) Loss of Property. Members and Member's guests are urged not to bring valuables onto the premises of a Knoxville facility. Knoxville shall not be liable for the disappearance, loss, theft, or damage to personal property, including money, negotiable securities or jewelry of Member or Member's guests.

(3) GENERAL PROVISIONS

(3.1) Members and Guests Rules. Members and Member's guests shall abide by Knoxville's rules and regulations and any amendments and/or modifications thereto which may be made from time to time by Knoxville at Knoxville's sole discretion. A copy of current facility rules and regulations may be found on the Knoxville website.

(3.2) Proof of Membership. Member shall receive one membership card (included with Member's membership) (the "Membership Card") from Knoxville and must present it to the reception desk personnel each time Member enters a Knoxville facility. Lost membership cards will be replaced for a fee of five dollars (\$5), which may be adjusted from time to time. The card must be replaced if lost. Member is required to notify Knoxville immediately of the loss of his or her Membership Card, and the Membership Card must be replaced by Member. Membership privileges are limited to the person in whose name the membership is issued. Improper use of the membership will result in confiscation of the Membership Card and can result in immediate cancellation of Member's membership. A Member wishing to use Knoxville's facilities without his or her Membership Card will be required to provide proof of identity, (e.g. valid driver's license, etc.).

(3.3) Intentionally Omitted.

(3.4) Intentionally Omitted.

(3.5) Dress Code. Proper athletic attire is required. Knoxville reserves the right to make the final determination in its sole discretion with regard to appropriate attire.

(3.6) Intentionally Omitted.

(3.7) Independent Contractors. From time to time, Knoxville may make the services of independent contractors available to Member or Member's guests. Knoxville does not warrant or guarantee the quality of these services and does not guarantee that these services will remain available to Member or Member's guests for a period of time.

(3.8) Member Guests. Member's guests are permitted in Knoxville, but only pursuant to such rules, regulations, fees, and schedules for guests as then may be in effect. Knoxville reserves the right to limit the number of times any one guest can use a Knoxville facility and reserves the right to exclude any Member's guests whose use of the facility, in the sole opinion of Knoxville would be detrimental to Knoxville or any of its members. All Members' guests must register at the front desk with valid identification.

(3.9) Intentionally Omitted.

(3.10) Change in Membership Information. Member must promptly notify Knoxville in writing of any changes in his or her billing information, address or telephone number. Notwithstanding anything else contained herein, all communications from Knoxville to Member shall be presumed to have been received by Member within five (5) business days after mailing to Member's address on file with Knoxville at the time of the mailing.

(3.11) Change in Facilities and Operating Hours. As a result of repair, maintenance or special occasions, or due to health and safety reasons, Knoxville may be required to restrict the use or temporarily close one or more Knoxville facilities or halt or modify a Knoxville activity from time to time. There will be no reduction, suspension, abatement, or apportionment of membership fees or other charges during such time when the above-mentioned occurs. Knoxville's hours of operation may be modified from time to time without prior notice to Member. Knoxville reserves the right to change the facility from time to time, to eliminate some facilities and services, to add others, to add, modify and/or eliminate programs, activities, classes or equipment at Knoxville's sole discretion.

(3.12) Special Events. Knoxville may from time to time reserve the use of its facilities for special events, competitions and private functions.

(3.13) Closing of Facility. It is anticipated that a part of the facility or the entire facility will be temporarily unavailable from time to time while repairs or renovations take place or for health and safety reasons. Management will make every effort to minimize any disruption to members during these periods, and if possible, to schedule any work during off-hours or summer months. Knoxville may be closed for holidays, and may be closed periodically for renovations. Knoxville may also offer members the use of other conveniently located Knoxville facilities during the period of unavailability.

(3.14) Interruption of Services. In case of a long term interruption of service (e.g. fire, state, local or national governmental order or health and safety restrictions which prohibit or limit the use of some or all of the services, or other circumstances that restrict use of some or all services or make provision of services unadvisable), Knoxville reserves the right to: (a) freeze memberships and add the lost time once service resumes; (b) transfer the member to another similar Knoxville facility within a five-mile radius where available; or (c) provide goods and services of equal or greater value as solely determined by Knoxville to make up the lost services. In the event that an act of God (hurricane, earthquake, national emergency, etc.) causes more than a temporary closing of a Knoxville facility, Member's obligations under the Agreement and these Terms and Conditions will be suspended until such time as use of the facility can be resumed. Obligation for contractual dues will otherwise not be affected unless a Knoxville facility cannot reopen within one year of the interruption of service.

(3.15) Non-Discrimination. Knoxville represents that it will not discriminate against any person because of sex, race, creed, age, color, national origin, sexual orientation, or ancestry in considering applications for membership.

(3.16) Intentionally Omitted.

(3.17) Intentionally Omitted.

(3.18) Intentionally Omitted.

(3.19) Dispute Resolution and Arbitration. At the election of either the Member or Buyer ("you") or Knoxville, including Knoxville's employees, parents, subsidiaries, affiliates, agents, successors and assigns (collectively for this section, "The Company" or "We"), any claim, dispute or controversy, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory ("Claim") by either you or The Company against the other, arising from or relating in any way to (i) this Agreement, (ii) your membership or use of The Company facilities, or (iii) (except as specifically provided in this Agreement) the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved exclusively and finally by binding arbitration under the Consumer Arbitration Rules of the American Arbitration Association ("AAA") in effect on the date a demand for arbitration is made. A copy of the AAA rules, including directions on how to initiate a claim, may be obtained from the AAA website at www.adr.org or by contacting The Company. The above notwithstanding, any Claim that relates to allegations of Member's or Buyer's personal injury shall be outside the scope of this arbitration provision as shall any Claim required to be filed in a court by state or federal law.

Claims made and remedies sought as part of a class action, private attorney general or other representative action (hereafter all included in the term "class action") are subject to arbitration on an individual basis, not on a class or representative basis. The arbitration will not determine class claims and will not be consolidated with any other arbitration proceedings. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to address that party's individual Claims. **ARBITRATION IS BINDING AND NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE A CLAIM WHICH IS SUBJECT TO ARBITRATION IN A COURT. YOU AND WE WILL NOT HAVE THE RIGHTS IN ARBITRATION THAT ARE PROVIDED IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JUDGE OR JURY. IN ADDITION, THE RIGHT TO DISCOVERY AND THE RIGHT TO APPEAL ARE ALSO LIMITED OR ELIMINATED BY ARBITRATION.**

OPT-OUT. YOU MAY OPT-OUT OF ARBITRATION BY NOTIFYING THE COMPANY IN WRITING THAT YOU DO NOT WANT TO RESOLVE DISPUTES WITH THE COMPANY BY ARBITRATION. SUCH NOTICE SHOULD BE DELIVERED BY MAIL TO Knoxville Member Services at 11717 Indiana Avenue, Lubbock, Texas 79423. WITHIN 90 DAYS OF THE DATE YOU SIGNED THIS AGREEMENT

Alternatively, you and The Company may pursue a Claim within the jurisdiction of any appropriate Small Claims Court in the state of Texas, or the equivalent court in the state of Texas (each a "Small Claims Court"), provided that the action remains in that court, is made on behalf of or against you only and is not made part of a class action, private attorney general action or other representative or collective action. You and The Company also agree not to seek to enforce this arbitration provision, or otherwise commence arbitration based on the same claims in any action brought before the Small Claims Court.

All Claims, whether brought in arbitration or in court, will be barred unless the proceeding is commenced within 2 years before the date the complaining party knew or should have known of the facts giving rise to the Claim.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This Agreement and your membership will be governed by the laws of the state of Texas and, as applicable, federal law.

Judgment upon any arbitration award may be entered in any court having jurisdiction. In the event that there is a dispute about whether limiting arbitration of the parties' dispute to non-class proceedings is enforceable under applicable law, then that issue shall be resolved by litigation in a court rather than by the arbitrator. If it is determined that resolution of a Claim shall proceed on a class basis, it shall proceed in a court of competent jurisdiction rather than in arbitration. Unless the parties expressly agree otherwise, any in-person arbitration proceeding will take place within the boundaries of the federal judicial district court where the facility is located.

The Company will pay, or reimburse you for, all arbitration fees or costs to the extent required by law or the rules of the AAA. Whether or not required by law or such rules, if you prevail at arbitration on any Claim against The Company, The Company will reimburse you for any fees paid to the AAA or the arbitrator in connection with the arbitration proceedings. If you are required to advance any fees or costs to the AAA, but you ask The Company to do so in your stead, The Company will consider and respond to your request.

This arbitration agreement applies to all Claims now in existence or that may arise in the future. This arbitration agreement survives the termination of this Agreement and the completion of your membership, including your payment in full, and your filing of bankruptcy.

(3.20) Entire Agreement. The Agreement, these Terms and Conditions, and all rules and regulations of Knoxville, as revised from time to time, constitute the entire and exclusive agreement between Knoxville and Member, and supersedes all prior promises, representations, understandings and/or agreements relating to this membership purchase. Notwithstanding the foregoing, if Member/Buyer enrolled as a Member through a corporate program, then the terms of the agreement of the corporate program shall control in the event of any inconsistencies with this Agreement. The Agreement may be modified only by an instrument in writing; However, Knoxville or any assignee of the Agreement is authorized to correct patent errors in the Agreement (and in other related documents) and Member and/or Buyer may verbally authorize payment of the outstanding balance of the membership fee by the automatic payment plan. In addition, Knoxville or any assignee of the Agreement may modify the Agreement at any time as necessary to comply with changes in applicable law. Knoxville may void the Agreement if it is not completed by a Knoxville employee in accordance with the current pricing and payment programs, or if there has been any misrepresentation by Member. No written alterations or amendments to the Agreement and/or these Terms and Conditions shall be valid and Knoxville employees are not authorized to make any changes written and/or verbal, additions or modifications to this Agreement. If you have any questions regarding this Agreement or these Terms and Conditions please contact Knoxville Member Services at 11717 Indiana Avenue, Lubbock, Texas 79423.

(3.21) Governing Law. This Membership Agreement shall be interpreted under the laws of the State of Texas. Any litigation under this Membership Agreement shall be resolved in the courts of the State of Texas or a federal court sitting in Texas.

(3.22) Default and Late Payments. Should you default on any payment obligation as called for in this agreement, Knoxville 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 five 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 five days past due, you will be charged a late fee. If the Member is paying monthly dues by electronic funds transfer (EFT), Knoxville's billing company, 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. **NOTE: Members paying monthly dues by E.F.T. are subject to \$10.00 per month increase of monthly dues if E.F.T. payment is stopped or changed. This will not affect any other provisions of this agreement.**

(3.23) Consent to 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 Knoxville, including its agents and affiliates, 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 Knoxville.

(3.24) E-SIGN Consent. Certain laws and regulations may require Knoxville 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 Knoxville, 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 Knoxville, and requesting a paper copy. Member may withdraw its consent at any time by notifying the customer service department of Knoxville. 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 Knoxville, and to promptly notify Knoxville, 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 Knoxville. 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 Knoxville, 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 Knoxville.**

Member Initials _____

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.

Tax: 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, Knoxville 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.

9.

Date: