

Equinox Systemic Functional Package Agreement 2017: Individual Subscribers

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4. Under no circumstances shall Equinox or its suppliers be liable for any delay or failure in performance resulting directly or indirectly from acts of nature, or other causes beyond its reasonable control, including, without limitation, Internet failures, telecommunication equipment failures, fires, floods, etc.

5. USER'S CONDUCT.

You agree that you will not use the Service or any of its features to:

- a. transmit spam, bulk, or unsolicited communications;
- b. forge headers or otherwise manipulate identifiers (including URLs) in order to disguise the origin of any transmitted content;
- c. misrepresent your identity, or affiliation with any person or entity;
- d. disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to participate in the site or any site projects or services;
- e. engage in activities that would violate any fiduciary relationship, any applicable local, state, national or international law; or
- f. collect or store personal data about other users unless specifically authorized to do so by such users.

6. GENERAL PROVISIONS.

1. This Agreement is governed by the laws of the United Kingdom applicable to agreements made and performed there by United Kingdom residents.

2. Except for any claim based on violation of the intellectual property, trade secret, or related rights of Equinox and/or any of its content suppliers, any dispute or controversy arising under or in connection with this Agreement shall be submitted to mediation under the auspices of the courts of the United Kingdom or mediation/arbitration services located there. Each party shall pay its own expenses associated with such arbitration, including the expense of any arbitrator selected by such party and the parties will share equally the expenses of the jointly selected arbitrator. The decision of the arbitrator shall be binding upon the parties and judgment in accordance with that decision may be entered in any court of competent jurisdiction. Punitive damages shall not be awarded.
 - a. This Agreement is the final, complete, and exclusive agreement between you and Equinox relating to the Service, and content accessed via the Service, and it supersedes all other oral or written communications, proposals and representations with respect to any subject matter covered by this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the other provisions shall continue in full force and effect.
 - b. Equinox may provide you with notices, including notices about changes to this Agreement, by means that include but are not limited to email, regular mail, SMS, MMS, text message, postings on the Service, or other reasonable means now known or developed in the future. Any such notice shall be effective as of the date that it is posted, sent, or otherwise made accessible by Equinox to the User(s). You warrant and represent that the contact and other account information that you provide to Equinox is accurate and you acknowledge that it is your responsibility to update such information in order to maintain its accuracy.
 - c. Equinox may amend this Agreement by updating the Agreement posted on the Equinox website and/or by other means of notice to you. By continuing to access the Service after the posting of the updated Agreement, you agree to be bound by the updated Agreement. If the terms of any Equinox policies or programs for support services conflict with the terms of this Agreement, the terms of this Agreement shall control.
3. BILLING, RENEWAL AND CANCELLATION PROVISIONS FOR INDIVIDUAL MEMBERS AND TEAMS (INCLUDES AUTOMATIC RENEWAL).
 - a. Individuals are billed on periodic cycles (monthly or annually) and are responsible for payment on the period billing date. The monthly or annual membership fee may change for a future term and the new amount will be shown before you renew.

Cancellation after the billing date will not result in a refund or credit, except as provided below in the case of automatic renewal of annual memberships.

- b. Individuals with monthly payment plans pre-pay on a monthly basis until the membership is cancelled.
- c. Individuals with annual memberships pre-pay on an annual basis. No refund or credit with respect to the current Term is available if an annual membership is cancelled prior to the end date of the current Term, except for cancellations made with respect to a renewal Term during the first 14 days of that renewal Term as follows: on the anniversary of the start date of an annual subscription, the subscription will automatically renew for one year, the fee for the renewal Term will be charged to the individual's credit card or other payment account, and an e-mail billing confirmation will be sent to the individual, including Equinox's email contact point for customer service and cancellation requests. If the individual within 14 days from the date of the billing confirmation cancels the subscription, the individual will be entitled to a refund or credit for the amount charged to their credit card or other payment account for the renewal Term, in accordance with Equinox's policies. No refunds or credits are granted for any cancellations requested after that 14-day period. Any refund will be in the form of a credit to the credit card or payment account to which the fee was originally charged.
- d. immediately cease using the Service, and all copies of content accessed via the Service stored by that User on any hard drive or other storage device must be deleted.