

## ONPOINT MONTHLY MEMBERSHIP AGREEMENT

This Monthly Membership Agreement (this “Agreement”) sets forth the terms and conditions of your OnPoint membership.

If you have any questions, please feel free to consult any member of our staff for assistance.

### MONTHLY MEMBERSHIP TERMS AND CONDITIONS

#### MEMBERSHIP TYPES

Standard: Monthly Individual Membership with no initiation fee or minimum commitment

1. **Minimum Age.** A guest must be 18 years old to purchase a membership.
2. **Guests.** Any person who desires to exercise the privileges of Membership on an independent basis should purchase his or her own membership. Member may bring one guest to share lane at no charge. Maximum of one no-charge guest per day. Standard guest-fees apply to any additional guests. The Member must be always present with guests.
3. **Reservations and Range Time.** Members receive and may reserve one lane for one hour per day as part of their membership. Additional lanes and time may be purchased at the standard rate. Members may make reservations up to two weeks in advance. OnPoint reserves the right to cancel any lane reservation five minutes before its scheduled start if the member has not checked-in or alerted OnPoint by calling ahead.
4. **Additional Benefits.** Members receive a 10% discount on all regular priced items at OnPoint purchased by the member, including firearms, training courses, events, gunsmithing services, a 15% discount on all ammunition and a 30% discount on firearm transfers.

Family: Annual Membership with no initiation fee and a one-year commitment paid monthly

1. Maximum of four members of the same household can be included in the membership.
2. **Minimum Age.** A family member must be 18 years old to be designated on the membership.
3. The family member reserving the lane may bring one-guest to share lane at no charge. Maximum of one no-charge guest per day for the family. Standard guest-fees apply to any additional guests. The Member must be always present with guests. Other family members sharing the lane are not charged.
4. **Reservations and Range Time.** Any one member of the family may reserve one lane for one hour per day as part of the membership. Additional lanes and time may be purchased at the standard rate. Members may make reservations up to two weeks in

advance. OnPoint reserves the right to cancel any lane reservation five minutes before its scheduled start if the member has not checked-in or alerted OnPoint by calling ahead.

5. Additional Benefits. Each member of the family receives a 10% discount on all regular priced items at OnPoint, including firearms, training courses, events, gunsmithing services, a 15% discount on all ammunition and a 30% discount on firearm transfers.

#### COST OF MEMBERSHIP

The current cost for a Standard Monthly Membership is \$60 per month. The current cost for a Family Membership is \$90 per month. There are no application fees. You agree that as a condition of your continued membership at OnPoint, you authorize OnPoint or its agent to charge your Payment Card the Monthly Membership Fee (plus applicable taxes) in effect from time to time and which may change, on or about each monthly periodic anniversary date of your membership, until your Membership is canceled, as set forth in Paragraph 19 below. For example, if your Membership began on February 7, your periodic anniversary date is the 7th of each month, and your Payment Card will be charged for the Membership Fee on that date each month. If your monthly periodic anniversary date falls on a date that is not contained in your anniversary month (for example, if your paid Membership started on the 31st day of a month), your Payment Card will be charged on the last day of that month. You will not be provided with copies of charge slips evidencing the recurring charges of the Monthly Membership Fee unless requested. You agree to pay the Monthly Membership Fee (plus taxes) in accordance with your Payment Card issuer agreement, if applicable. You also authorize OnPoint to charge your Payment Card for any other charges you may incur associated with your Membership.

#### PAYMENT CARDS

You may pay by VISA, MASTERCARD, or AMERICAN EXPRESS credit card or VISA or MASTERCARD check card (check card must bear the VISA or MASTERCARD logo) for any membership. Any such credit or check card shall be referred to as the "Payment Card". You also authorize OnPoint to place a pending charge to your Payment Card when you sign up for any membership and prior to each subsequent periodic charge for Membership. Pending charges are used to verify your billing address and the validity of your Payment Card, are temporary (typically 3 to 7 days in length) and will not be converted into an actual charge to you. Pending charges, while pending, will, however, reduce the available amount of credit on your Payment Card in the amount of \$1 per \$1 of pending charge. You also authorize OnPoint to charge your Payment Card for any other charges you may incur associated with your Membership, if applicable.

#### PAYMENT:

##### FEEES RELATING TO YOUR PAYMENT CARD

You are solely responsible for any and all fees charged to your Payment Card by the issuer, bank or financial institution including, but not limited to, membership, overdraft, insufficient funds and over the credit limit fees. Cash or check will not be accepted for monthly billing.

#### EXPIRATION DATE AND REFUSAL OF CHARGES TO YOUR PAYMENT CARD

If your Payment Card reaches its expiration date, your failure to cancel your Membership constitutes authorization for OnPoint to continue billing that Payment Card. If your Payment Card for any reason will not accept charges for any periodic Membership Fee, your Membership will be immediately suspended until payment is collected. For the 60 days immediately following the suspension day, OnPoint may attempt to charge the Payment Card the periodic Monthly Membership Fee every 10 days. If the charge is accepted, then your Membership benefits will be reinstated as of the date the charge is accepted. In order for your membership to be reinstated, you must make your Payment Card information valid by either rectifying the issue with the Payment Card issuer or providing new Payment Card information by contacting Member Services. If OnPoint is able to charge your Payment Card (existing or new, if you have provided new Payment Card information) and any past due OnPoint membership fees are paid, then your Membership benefits will continue uninterrupted and this Payment Card will be used to charge the applicable periodic membership fee for each consecutive renewal period until your Membership is cancelled (your original anniversary date will still apply) and will be your Payment Card for all purposes. If OnPoint is unable to charge your Payment Card (existing or new) for 3 consecutive billing dates, your Membership will be terminated and you will not be able to use your membership or any associated perks at any OnPoint location. If OnPoint terminates your membership, you must immediately surrender your membership card and you will remain liable for all unpaid dues (including any Membership charges and all other charges against your account). If your membership is terminated by OnPoint, you will not receive a refund on any amounts paid under any type of membership.

From time to time, OnPoint may avail itself of account updating services provided by the Payment Card industry, including, without limitation, VISA's Account Updater program or MasterCard's Automatic Billing Updater program. By enrolling in a Membership, you hereby agree and authorize OnPoint to update your Payment Card or similar account information and charge any updated Payment Card in accordance with the terms and conditions of such account updating programs.

#### SERVICE CHARGES

You agree to pay a \$20.00 charge (plus applicable taxes) for all rejected payments, whether by Payment Card, or Pre-Authorized/credit card auto debit system. Any arrears of dues owed to OnPoint will bear interest at 18% per annum (subject to applicable usury laws).

#### SUSPENSION/TERMINATION

OnPoint may suspend or terminate your membership at any time for any breach of this Agreement or for any other reason by giving you written or oral notice of such termination, with or without cause. If OnPoint terminates your membership, you must immediately surrender your membership card and you will remain liable for all unpaid dues (including any Monthly Membership charges and all other charges against your account). If your membership is terminated by OnPoint, you will not receive a refund on any amounts paid under any type of membership.

#### DIGITAL COMMUNICATIONS

You agree that OnPoint may communicate with you by email at your current email address in our records or through App Notifications. You will advise us if your preferred email address changes.

#### DEFAULT

If you default on any payment due under this Agreement, OnPoint may declare all or any of the future payments to be made under this Agreement immediately due and payable.

#### CHANGES TO POLICIES, FACILITIES, AND PROGRAM:

OnPoint may introduce new facilities or programs from time to time, which may be available to Members for an additional fee. OnPoint may publish and amend policies and regulations for the facilities, or modify its fees for membership, from time to time and for any reason. You acknowledge that OnPoint may change membership fees or benefits at any time; provided, however, that OnPoint will give prior notice via email to Membership holders of any change to the periodic membership fees. You agree that, unless you cancel your applicable Membership prior to the effective date of the change, you will be charged the new applicable periodic Monthly Membership Fee (plus applicable taxes) on each periodic anniversary date after the effective date of such change, and you authorize OnPoint to charge the new periodic Monthly Membership Fee (plus applicable taxes) to your Payment Card. OnPoint reserves the right to suspend, modify or end the membership program without prior notice, in its sole discretion. You agree that membership at OnPoint does not involve an extension of credit or a retail installment sale since OnPoint does not impose a finance charge and you may cancel membership at any time. Void where prohibited.

#### MEMBERSHIP CARDS

You agree for lost Membership cards you will pay a \$1.00 fee for each replacement card required, the cost of which may be changed by OnPoint at any time without prior notice. You agree that you will not share or loan your Membership card at any time.

#### HOURS OF OPERATION; SCOPE OF ACTIVITIES

From time to time, OnPoint may alter the days and hours that our facilities are open for business or may hold special private events that restrict all or a portion of available facilities to Members. You understand that OnPoint will be busier at some times than others on different days of the week. OnPoint may also adjust the service offerings from time to time without notice.

#### PICTURE IDENTIFICATION/SIGN IN

You agree to have your picture taken for OnPoint's internal purposes upon joining, if requested by OnPoint. Members and guests must check-in at any designated check-in point upon entering OnPoint. Members must show their membership cards to a staff member and may be required to leave their membership cards at the check-in point, insert their cards into the card reader, and comply with any other reasonable check-in procedures. Members may not loan their membership cards or digital profiles to anyone. We may require members and guests to show

additional photo identification prior to admittance to OnPoint. Members must be in good standing (for example, your account must be paid to date) to be eligible for any OnPoint membership.

#### WAIVER

You understand that your use of OnPoint facilities will be undertaken at your sole risk. You understand that neither you nor your Household Family Members may utilize OnPoint equipment or facilities unless you are party to an up-to-date, binding Range Use, Release, Indemnification, and Liability Waiver Agreement. Although OnPoint will seek to enforce this policy prior to admittance to our range facilities, you agree that your use of OnPoint facilities or equipment shall constitute constructive acceptance of the terms and conditions of the then-current Range Use, Release, Indemnification, and Liability Waiver Agreement.

Without limitation of any matter contained in the Range Use, Release, Indemnification, and Liability Waiver Agreement, you agree that: you are voluntarily participating in activities and using OnPoint facilities and premises (including the parking lot) and you assume all risk of injury, illness, damage or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property; you further agree that OnPoint, its officers, directors, employees, and agents will not be liable for any claims, demands, injuries, damages, actions or causes of actions whatsoever in respect of you or your property (including lost or damaged personal possessions), arising out of or connected with the use of any of the services and/or facilities of OnPoint; you expressly release and discharge OnPoint, its officers, directors, employees, and agents from all such claims, demands, injuries, damages, actions or cause of action, notwithstanding any negligence on the part of one or more of them.</li>

#### SAFETY

By your presence at any OnPoint facility, you agree to abide by the safety rules posted at the facility and/or online:

#### VIOLATION OF POSTED RULES AND REGULATIONS

All Members and guests are subject to compliance with any rules and regulations of OnPoint that may be posted from time to time at the facility and/or online. In the event that a Member fails to comply with said rules and regulations, OnPoint may (1) suspend all membership privileges or (2) void this Agreement and revoke all membership privileges. OnPoint reserves the right to amend or alter these rules and regulations at any time in our sole discretion. All amendments to these rules and regulations are effective immediately.

#### INJURIES

You will immediately report any accident or injury suffered in OnPoint's facilities to a staff person, and you will provide a written report from your doctor within a reasonable time, if requested by OnPoint.

#### NO RIGHT TO REMAIN

Members and guests are subject to the control and guidance of the OnPoint staff and must follow their instructions while at OnPoint. Members and guests agree to conduct themselves in a well-mannered fashion when in or about OnPoint and not cause any disturbances or interfere with the safe use or enjoyment of OnPoint by other members and guests.

#### DAMAGE TO FACILITIES

You agree to pay for damage to OnPoint equipment and premises and third-party property outside of OnPoint caused by you and/or your Household Family Members' careless use of equipment or other intentional or negligent acts.

#### TEMPORARY CLOSURE

OnPoint may temporarily close the facilities in its sole discretion for any reason including, without limitation, in the case of inclement weather. Members and guests are immediately required to comply with announcements and staff instructions regarding weather-related stoppages.

#### TERMINATION BY ONPOINT

OnPoint may terminate this Agreement with immediate effect (and without refund) in the event of a breach of the terms and conditions of this Agreement, the range rules, or other policies or regulations adopted by OnPoint from time to time. Additionally, OnPoint may terminate this Agreement without cause, for convenience or any other reason, effective (i) at the end of a monthly membership period, or (ii) if sooner, upon 10 days' notice to Member (in which case a pro rata amount of any pre-paid monthly fees will be returned).

#### TERMINATION BY MEMBER

Members may terminate Memberships at any time without penalty, provided that terminations shall be effective immediately prior to the next monthly periodic anniversary date and subject to a minimum of 10 business days' notice. Memberships may only be cancelled by sending an email to [membership@aimonpoint.com](mailto:membership@aimonpoint.com) and stating that you want to cancel. Cancellation will be scheduled for 10 days from receipt of that email. Members will be responsible for any dues incurred during that period. All accrued rewards or incentive points programs will generally be irrevocably forfeited upon membership termination. Monthly fees are nonrefundable. A member must wait at least 60 days to subsequently rejoin OnPoint as a Member, and shall be subject to any generally applicable initiation fees.

#### LIMITATION OF LIABILITY

Recovery for any breach of this Agreement by OnPoint is strictly limited to the aggregate monthly Membership charges you have paid to OnPoint during the prior six months, and you agree that recovery of incidental and consequential damages are not a remedy available to you.

#### SOCIAL MEDIA/USE OF ONPOINT NAME/LOGO/IMAGES

OnPoint is committed to delivering the highest possible customer experience to its Members. Any use of images or materials (collectively, "Images"), that refer to or depict the OnPoint venue or OnPoint's name, logo, symbol, trademark or tradename (collectively, "OnPoint

Marks”) shall be subject to OnPoint's ongoing approval and consent, which may be retroactively revoked. Although OnPoint encourages Members to post positive feedback regarding their experiences at OnPoint, you agree to not make any untruthful statements or assertions in connection with such posts. Additionally, prior to posting any unflattering feedback on social media, Members agree to use good faith efforts to seek recourse directly from OnPoint management. Members shall remove any postings if requested by OnPoint (this obligation survives termination of this Agreement).

Members have no rights or interests in any intellectual property owned or licensed by OnPoint. Images may not be used to state or imply the endorsement by OnPoint or of any OnPoint personnel with any a commercial product, process or service, or used in any other manner that might mislead or imply any approval, sponsorship, endorsement or affiliation between the Member and OnPoint. Commercials or other promotional messages may not be filmed at the OnPoint venue unless the Member enters into a separate agreement with OnPoint expressly permitting such use. Members may not use trademarks, logos or other content that is confusingly similar to the OnPoint Marks. If Member wishes to obtain OnPoint’s permission for any uses of Images or the OnPoint Marks or for any other use which is not specifically addressed in this Agreement or Client becomes aware of unauthorized use of the OnPoint Marks, please contact [info@AimOnPoint.com](mailto:info@AimOnPoint.com). Please note that permission is at OnPoint’s sole discretion and, if granted, will only be granted under certain conditions and/or subject to the Client entering into an agreement with OnPoint.

#### MISCELLANEOUS

**NON-WAIVER:** No waiver of any provision in this Agreement shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver.

#### ASSIGNMENT

OnPoint may assign this Agreement, and, provided that the assignee agrees to assume the obligations of OnPoint in this Agreement, then OnPoint will be fully relieved of those obligations upon notice to you of the assignment. You understand that you may not assign your membership to another person.

#### GOVERNING LAW

This Agreement is governed by the laws of the State of North Carolina, and the parties hereto agree to the venue of the state courts sitting in Wake County.

#### INVALID PROVISIONS

If any part of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect.

#### ENTIRE AGREEMENT & DEFINITION

This document, together with any Terms of Use for the OnPoint website and RANGE USE, RELEASE, INDEMNIFICATION, AND LIABILITY WAIVER AGREEMENT, incorporates the entire Agreement between Members and OnPoint. OnPoint reserves the right to modify this

Agreement from time to time; provided, however, that OnPoint may elect to offer concessions to the fees set forth in Paragraph 2 through formal, written promotions conducted by OnPoint from time to time. OnPoint shall have no obligation to continue, maintain or offer any such promotions or concessions, or to maintain any particular service offering, benefit, or availability. There are no representations, warranties, terms, conditions, undertakings or collateral agreements express, implied or statutory, between us except as specified in this document. This Agreement is applicable to all Household Family Members who receive any benefits of your Membership.

I HAVE READ, UNDERSTAND, AND AGREE TO ALL OF THE INFORMATION UNDER THE TERMS, CONDITIONS AND POLICIES OF THIS MEMBERSHIP AGREEMENT. IN ADDITION, I UNDERSTAND AND AGREE THAT THE ASSUMPTION OF RISK, WAIVER AND RELEASE OF ALL CLAIMS PROVISIONS SET FORTH IN THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE IN EFFECT THROUGHOUT MY MEMBERSHIP WITH ONPOINT (AS SUPPLEMENTED BY THE RANGE USE, RELEASE, INDEMNIFICATION, AND LIABILITY WAIVER AGREEMENT). I ALSO UNDERSTAND AND AGREE THAT IF MY MEMBERSHIP IS INTERRUPTED FOR ANY REASON, THIS AGREEMENT WILL REMAIN IN EFFECT DURING THE PERIOD OF INTERRUPTION AS WELL AS AFTER THE MEMBERSHIP IS REINSTATED. THIS AGREEMENT IS THE ENTIRE AGREEMENT (AS SUPPLEMENTED BY A RANGE USE, RELEASE, INDEMNIFICATION, AND LIABILITY WAIVER AGREEMENT), AND NO VERBAL OR OTHER AGREEMENTS HAVE BEEN MADE TO ALTER THE TERMS OF THIS AGREEMENT.