# Lumin Pro Terms of Service

*For Lumin products purchased without Lumin CORE*

**Version 1.0 · Effective November 19, 2026**

These Lumin Pro Terms of Service (these "Terms") govern Lumin products purchased without Lumin CORE and are provided by MIXED PARTNERS DE LLC, a Delaware limited liability company doing business as Lumin, 5240 N. O'Connor Blvd., Suite 166, Irving, Texas 75039 ("Lumin"), to the customer identified in an Order Form ("Customer"). Each Order Form signed by Customer incorporates these Terms, and these Terms and each Order Form together form the agreement between Lumin and Customer (the "Agreement") and are the Parties' entire agreement on this subject. Each is a "Party." Version 1.0, effective November 19, 2026.

## 1. Services

1.1 Order Forms. Lumin will provide the Lumin products listed in each signed Order Form, such as Lumin Connect, Trainer, Studio, Academy, and Loops (the "Products"), together with related apps, updates, onboarding, and standard support (the "Services"), for the locations listed in the Order Form ("Locations"). If an Order Form conflicts with this Agreement, the Order Form controls only where it expressly says so. Each Order Form has its own Products, Locations, pricing, and term and operates independently: ending or suspending one Order Form or Product does not end or suspend the others, except when this Agreement as a whole is terminated for cause under Section 3.2.

1.2 License. During the Term, Lumin grants Customer a non-exclusive, non-transferable right for its employees and contractors to use the Services for Customer's business at its Locations and to make member-facing features available to its members.

1.3 Adding Locations. Customer may add Locations or Products by written or electronic confirmation accepted by Lumin. Fees for each Location or Product begin on the earlier of its activation or thirty (30) days after it is ordered, unless activation is delayed by Lumin, at the per-Location price in the Order Form unless otherwise agreed.

1.4 Changes. Lumin may update and improve the Services. Lumin will not materially reduce the core functionality of a Product during the Term, except where a change is required by law or security, or results from a third-party provider's change, restriction, or discontinuation of its service.

## 2. Fees

2.1 Payment. Customer will pay the per-Location monthly fees in the Order Form, billed monthly in advance and due within fourteen (14) days of invoice. Customer authorizes Lumin to charge its payment method on file. Fees exclude taxes, which Customer pays (other than taxes on Lumin's income).

2.2 Usage-Based Charges. Messaging (such as text, email, and RCS), AI processing, voice, and other usage-based services are billed at the rates in the Order Form or, if none, Lumin's then-current published usage rates, for usage beyond any included amount. Lumin may change usage rates and pass through third-party fee changes on thirty (30) days' written notice when its provider costs change. Section 2.3 does not apply to usage rates or third-party fees.

2.3 Price Changes. Lumin may increase subscription fees on sixty (60) days' written notice, no more than once in any twelve-month period and by no more than five percent (5%) each time, but not during any committed term stated in the Order Form.

2.4 Late Payment. Overdue amounts may accrue interest at the lesser of 1.5% per month or the maximum legal rate. If an undisputed amount is more than fifteen (15) days overdue, Lumin may suspend the Services after written notice and a final written notice at least three (3) days before suspension, and will restore them promptly once paid.

## 3. Term and Termination

3.1 Term. This Agreement continues month to month unless the Order Form states a committed term. Customer may terminate on thirty (30) days' written notice, and Lumin may terminate on sixty (60) days' written notice. Either Party may use the same notice to end a single Order Form or Product without ending this Agreement or any other Order Form. If an Order Form states a committed term, neither Party may terminate for convenience before it ends, and it then continues month to month. If Customer ends a committed term early other than for Lumin's uncured material breach, or Lumin terminates for Customer's uncured material breach, the subscription fees for the rest of the committed term become due.

3.2 Termination for Cause. Either Party may terminate this Agreement on written notice if the other Party materially breaches it and does not cure within thirty (30) days after notice, or becomes insolvent, makes an assignment for the benefit of creditors, or is subject to a bankruptcy or receivership proceeding not dismissed within thirty (30) days.

3.3 Effect of Termination. On termination of this Agreement or an Order Form, Customer's access to the affected Services ends and fees accrued through the termination date are due. For thirty (30) days after termination, Lumin will provide an export of the Customer Data associated with the affected Services on written request, after which Lumin will delete or de-identify Customer Data no longer needed for any active Services, subject to legal retention requirements and normal backup cycles.

3.4 Emergency Suspension. Lumin may suspend affected Services immediately, with notice as soon as practicable, if reasonably necessary to stop spam, fraud, unlawful messaging, a security threat, or use that exposes Lumin or others to legal liability. Lumin will restore the Services once the issue is resolved.

## 4. Customer Responsibilities

4.1 Use and Messaging. Customer is responsible for its users, the content, timing, and recipients of messages and wallet-pass notifications sent through the Services, the offers and prices it promotes, and its compliance with laws applicable to its business, including obtaining any consent required for messages, notifications, or location-based features.

4.2 Customer Systems. Where the Services connect to Customer's member-management, payment, or other systems, Customer will provide the access, credentials, and cooperation reasonably needed, and represents that it has the right under its agreements with those providers to authorize Lumin's access and use of the data. Lumin is not responsible for the availability, accuracy, restrictions, or changes of Customer's systems or providers.

4.3 Restrictions. Customer will not reverse engineer, resell, or sublicense the Services, use them unlawfully or to send spam or deceptive messages, interfere with their operation, or make promises to members or others about the Services on Lumin's behalf beyond Lumin's documentation.

## 5. Third-Party Platforms and AI

5.1 Third-Party Platforms. The Services rely on third-party platforms, including Apple Wallet, Google Wallet, app stores, messaging, AI, and hosting providers. Their availability, approvals, terms, and changes are outside Lumin's control, and Lumin is not responsible for them, but will use commercially reasonable efforts to adapt the Services when they change.

5.2 AI Features. Some Services use artificial intelligence, which may be provided through third-party AI providers subject to Section 6. AI outputs, such as recommendations, analyses, and draft or automated communications, may be inaccurate or incomplete, are not guaranteed, and are not medical, legal, financial, or other professional advice. Customer decides whether to use AI features in human-approved or automated workflows and is responsible for the outputs it uses or sends and the automations it turns on, including their compliance with laws that apply to Customer. Lumin remains responsible for AI features operating substantially as described in its documentation.

## 6. Data and Privacy

6.1 Ownership. As between the Parties, Customer owns the data that Customer and its members provide through the Services ("Customer Data"). Customer also owns the reports and exports generated for it from Customer Data. Lumin owns its software, technology, models, algorithms, templates, and analytical methods, including improvements to them and any of them embedded in reports or exports, and these are not Customer Data. Customer grants Lumin a license to use Customer Data to provide, secure, and improve the Services. Lumin may use de-identified or aggregated data that does not identify Customer or any individual.

6.2 Protection. Lumin will process personal information in Customer Data only to provide the Services and as Customer instructs; will not sell it, use it to market other gyms or fitness businesses to Customer's members, or allow third-party AI providers to use it to train their own models; will maintain reasonable administrative, technical, and physical safeguards; will require its vendors to protect it under terms substantially similar to this Section (which may be the vendor's standard terms); will reasonably assist Customer with member privacy requests; and will notify Customer without undue delay of a security incident affecting Customer Data and reasonably cooperate in response.

6.3 Notices and Consents. Customer will provide its members any privacy notices and obtain any consents required by law for its use of the Services. Members may be required to accept Lumin's end-user terms and privacy policy to use member-facing features.

## 7. Ownership, Marks, and Confidentiality

7.1 Ownership and Marks. Lumin owns the Services, its technology, content, and materials, and any feedback Customer provides may be used without restriction. Customer grants Lumin a license during the Term to display Customer's names and logos in the Services and on wallet passes and member-facing materials. Neither Party will publicly announce the relationship without the other's approval, not to be unreasonably withheld.

7.2 Confidentiality. Each Party will use the other's non-public information only to perform under this Agreement, protect it with reasonable care, and disclose it only to personnel and advisors who need to know it and are bound to keep it confidential. These duties do not apply to information that is public, already known, independently developed, or lawfully received from others. A Party compelled by law to disclose will give prior notice where legally permitted. Each Party is responsible for any breach of this Section by its personnel, contractors, and advisors. On termination or request, each Party will return or delete the other's confidential information, except copies kept for legal, archival, or routine backup purposes, which remain confidential.

## 8. Warranties and Disclaimer

8.1 Warranties. Each Party represents that it has authority to enter into this Agreement. Lumin will provide the Services in a professional and workmanlike manner and targets at least 99% monthly availability, excluding scheduled and emergency maintenance, third-party platform outages, and events outside its control; this is a target, not a warranty.

8.2 Disclaimer. EXCEPT AS STATED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS," AND LUMIN DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

## 9. Indemnification

9.1 By Lumin. Lumin will defend Customer against third-party claims that the Services, as provided by Lumin and used as permitted, infringe a third party's intellectual property rights, and pay resulting damages, settlements, and reasonable attorneys' fees. This does not apply to claims caused by Customer Data, Customer materials, modifications by others, or combinations not provided by Lumin. Except for this paragraph, Lumin has no obligation to defend or indemnify Customer.

9.2 By Customer. Customer will defend, indemnify, and hold harmless Lumin and its affiliates, personnel, and agents from third-party claims and resulting losses, damages, fines, settlements, and reasonable attorneys' fees arising from Customer Data; Customer's business, facilities, staff, products, or services; its relationship and communications with its members; its systems, providers, and integrations; its breach of this Agreement or violation of law; or its misuse of the Services, except to the extent caused by Lumin's breach, negligence, or willful misconduct.

9.3 Procedure. The Party seeking indemnity will give prompt written notice, allow the other Party to control the defense and settlement, and reasonably cooperate. No settlement may impose fault or obligations on the indemnified Party without its consent.

## 10. Limitation of Liability

**NEITHER PARTY IS LIABLE FOR LOST PROFITS OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. EACH PARTY'S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT, INCLUDING LIABILITY FOR SECURITY INCIDENTS, UNAUTHORIZED ACCESS, DATA LOSS, OR THIRD-PARTY INTEGRATIONS, WILL NOT EXCEED THE FEES PAID OR PAYABLE UNDER IT DURING THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM (OR, IF FEWER THAN TWELVE MONTHS HAVE PASSED, THE FEES PAYABLE FOR THE FIRST TWELVE MONTHS). LUMIN'S LIABILITY UNDER SECTION 9.1 WILL NOT EXCEED TWO (2) TIMES THAT AMOUNT, WHICH APPLIES INSTEAD OF, AND NOT IN ADDITION TO, THE GENERAL LIMIT. THESE LIMITS DO NOT APPLY TO CUSTOMER'S PAYMENT OBLIGATIONS, CUSTOMER'S OBLIGATIONS UNDER SECTION 9.2, OR EITHER PARTY'S FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT.**

## 11. General

11.1 Disputes. Texas law governs this Agreement, and the state and federal courts in Dallas County, Texas have exclusive jurisdiction. Before suing (other than to collect unpaid fees or seek injunctive relief), a Party will give written notice and the Parties' executives will meet within thirty (30) days to try to resolve the dispute. Any claim must be brought within one (1) year after the claiming Party knew or should have known of it, except claims for unpaid fees. The prevailing Party in any action is entitled to reasonable attorneys' fees.

11.2 Jury Waiver. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION ARISING OUT OF THIS AGREEMENT.

11.3 Other Terms. Neither Party is liable for delay or failure caused by events beyond its reasonable control, including outages of internet, cloud, or third-party providers and cyberattacks, except for payment obligations. Neither Party may assign this Agreement without consent, except to a successor in a merger or sale of its business that agrees in writing to be bound, provided that Customer may not assign it to a direct competitor of Lumin. The Parties are independent contractors. Notices must be in writing and sent to the notice contacts in the Order Form, with notices to Lumin sent to legal@lumin.fitness. Unclear language will not be interpreted against the drafter. If a provision is unenforceable, the rest remains in effect. Terms that by their nature should survive termination will survive. Order Forms may be signed electronically and in counterparts. Except as described in Section 11.4, this Agreement may be amended only in a writing signed by both Parties.

11.4 Changes to These Terms. Lumin may update these Terms by posting a new version with a new version number and effective date and giving Customer written notice. An update applies to an existing Order Form on the earlier of the start of its next renewal period or thirty (30) days after notice, except that updates required by law apply when required. If an update materially and adversely affects Customer, Customer may terminate the affected Order Form by written notice before the update applies, without any early-termination charge or remaining committed fees. Until an update applies, the version in effect when the Order Form was signed governs it. Lumin will keep prior versions available on request.