

THESE TERMS CONTAIN A RELEASE, DISCLAIMERS, AND LIMITATIONS OF LIABILITY, AS WELL AS A BINDING ARBITRATION CLAUSE AND WAIVER OF YOUR AND YOUR CHILD / WARD'S RIGHT TO ANY TRIAL BY JURY (SEE SECTION IX BELOW). THESE TERMS ALSO CONTAIN IMPORTANT INFORMATION ABOUT AUTOMATIC RENEWALS AND CANCELLATION OF YOUR MEMBERSHIP. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT REGISTER FOR A MEMBERSHIP.

V1.0 - Effective April 7, 2026

I. General

A. By registering for, paying for, and/or using one or more non-equity Golden State Sports Academy Shoot 360 program membership(s) with Golden State Warriors, LLC (your "Membership"), you (or, if Member is your child / ward, you on behalf of your child / ward) ("Member" or "you") agree that the following Terms and Conditions (these "Terms") shall govern, and shall be a binding agreement with regard to, your Membership with Golden State Warriors, LLC ("GSSA"). TO THE EXTENT THAT MEMBER IS UNDER THE AGE OF 18, THEN BY SUBMITTING PAYMENT AND/OR REGISTERING FOR A MEMBERSHIP IN THE NAME OF YOUR CHILD / WARD, YOU ARE AGREEING TO ALL OF THESE TERMS ON BEHALF OF YOUR CHILD / WARD AND SUCH TERMS SHALL BE BINDING ON YOU AND YOUR CHILD / WARD. NOTWITHSTANDING THE FOREGOING, A MEMBER MUST BE AT LEAST FIVE (5) YEARS OLD IN ORDER TO HAVE A MEMBERSHIP AND THERE IS ONLY ONE MEMBER PER MEMBERSHIP.

B. Membership does not confer or include any interest or ownership in GSSA or any of its assets, the Sephora Performance Center in Oakland, CA, any Shoot 360 facility located within a City Sports or LA Fitness club (each, a "Facility", and the Facility you have selected in connection with your purchase, the "Selected Facility"). Membership grants no right to govern or control the affairs of GSSA, any Facility, or any activities in connection therewith. Your Membership and use of any Facility are subject in all respects to policies, including without limitation the GSSA Shoot 360 General Terms and Conditions located at <https://gssportsacademy.com/shoot-360-membership-terms-and-conditions/>, which may be amended from time to time without notice by GSSA in its absolute discretion. Any such modifications or amendments will be binding upon posting on the Website or App. The "Website" is defined to include all of the following:

- gssportsacademy.com,
- Mindbody.com, and/or
- any other website or URL as may be posted on the Golden State Sports Academy website that may set forth an applicable Membership tier and/or Minimum Term and/or via which you purchase a Membership.

Your ongoing payment of Membership fees and/or use of your Membership (including, but not limited to, scheduling and/or utilizing a Workout (as hereinafter defined)) following any modifications or amendments to these Terms shall signify your acceptance thereof.

c. By registering for a Membership, you agree to the terms of GSSA's Privacy Policy, located at <https://gssportsacademy.com/privacy-policy/>, which is incorporated herein by reference. All personal information provided by you to GSSA in connection with your Membership will be handled in accordance with GSSA's Privacy Policy. Please read through these Terms and Privacy Policy carefully.

II. Membership Information; Automatic Renewal

A. Your Membership permits you to use a portion of the Selected Facility subject to these Terms and all applicable policies enacted by GSSA, Shoot 360 Nation, LLC or any of its affiliates, and/or any owner of the premises on which the Selected Facility is located (an "Owner"). This Membership is for one person and does not include your spouse, children or any other family member. Member may schedule and complete no more than one (1) Shoot 360 workout session per day (each such session, a "Workout"), which shall include the opportunity to use one (1) Shoot 360 shooting court (a "Shooting Court") and one (1) Shoot 360 skills court (a "Skills Court" and collectively with the Shooting Courts, the "Courts") in such time increments and subject to such availability as determined by GSSA in its sole discretion. There are no refunds for unused minutes or for the unavailability of Member's desired time slots. Your Membership applies only to your Selected Facility and only entitles you to schedule Workouts at such Selected Facility in accordance with these Terms. Further, no other Shoot 360 membership will provide you with any access to any Facility. **Your membership does not provide any rights to use any exercise, health or workout equipment other than the Shooting Court or Skills Court at your Selected Facility**

B. The one-time setup fee is non-refundable. If Member's Membership is cancelled or otherwise terminated in any way, and Member re-subscribes to a Membership, such Member will be required to pay an additional Setup Fee upon such re-subscription.

C. IF YOU REGISTER FOR A MEMBERSHIP TIER WITH A MINIMUM REQUIRED TERM (EACH, A "MINIMUM TERM"), THEN AFTER THE COMPLETION OF YOUR MINIMUM TERM, YOU WILL AUTOMATICALLY BE ENROLLED IN A MONTH-TO-MONTH PLAN AT THE THEN-CURRENT MONTHLY RATE UNLESS YOU TIMELY (1) OPT IN TO A NEW MINIMUM TERM WITH A LOWER MONTHLY RATE, (2) OPT OUT OF AUTO-RENEWAL BY CLICKING THE BUTTON IN YOUR APP, OR (3) CANCEL YOUR MEMBERSHIP AS OUTLINED IN SECTION III.A. BELOW. TO TIMELY OPT IN TO A NEW MINIMUM TERM, YOU MUST SPEAK TO AN AUTHORIZED STAFF REPRESENTATIVE BY PHONE AT 510-986-5310 OR IN-PERSON AT YOUR SELECTED FACILITY NO LATER THAN TEN (10) DAYS BEFORE THE EXPIRATION OF YOUR MINIMUM TERM. TO TIMELY CANCEL YOUR MEMBERSHIP, COMPLETE THE CANCELLATION PROCESS OUTLINED IN SECTION III.A. BELOW, NO LATER THAN THE LAST DAY OF YOUR MINIMUM TERM. If you do not timely opt-in to a new Minimum Term or cancel your Membership, monthly fees shall continue to accrue after the Minimum Term has been met regardless of your Selected Facility usage. Neither your failure to use your Membership nor your fulfillment of any Minimum Term will excuse you from any obligation to make any payment required to be made hereunder or otherwise pursuant to your Membership.

D. Your Minimum Term will begin on the day you register for your Membership (or the date the applicable Facility first opens to the public, whichever is first). By way of example only, see below for illustrative examples:

Date You Registered for a Membership	Type of Minimum Term	Date Your Minimum Term Ends
June 15	Month-to-Month	July 14
June 15	Three- Month	September 14
June 15	Six-Month	December 14
June 15	One-Year (Annual)	June 14 of the next calendar year

E. Members acknowledge their Selected Facility may experience increased attendance at various times during the year and at peak periods during the day. GSSA shall not be liable for breach of contract if a Member encounters overcrowding during the term of their Membership or in the event of any reduction in GSSA business hours. **There is no guarantee of any minimum number of Workouts or of any specific hours of Workout availability.**

F. GSSA reserves the right at any time to remove, discontinue, repair or replace the Courts and related equipment and available services without any effect on these Terms or your Membership. GSSA also reserves the right to make changes to the type or quantity of equipment, programs or services offered to Members and to alter the hours of operation in GSSA's sole discretion. You acknowledge and agree that the equipment, programs and services currently available at any Facility are subject to change from time to time and use thereof is subject to availability.

III. Cancellation, Suspension and other Membership Changes

A. To cancel a Membership, you must (i) send an email to GSSA at shoot360@goldenstate.com notifying GSSA of your intent to cancel your Membership and complete the cancellation process outlined by GSSA in response to your email or (ii) cancel your Membership via the Shoot 360 mobile app. Any cancellation of a Membership in accordance with this Section III.A will be effective as of the Member's next billing date after the Member entirely completes the Membership cancellation process as outlined by GSSA. There are no refunds, prorations or credits given for cancellations made after the 1st of the month.

B. Any cancellation that is made effective before completion of the applicable Minimum Term is an "Early Cancellation". To make an Early Cancellation, you must follow the procedures outlined in Section III.A above. Any Early Cancellation will result in the application of an Early Cancellation Fee to your account as follows:

- For any Early Cancellation of any Premium Annual Minimum Term Membership or any Standard Annual Minimum Term Membership, the Early Cancellation Fee is \$300.00;
- For any Early Cancellation of a Six-Month Minimum Term Membership, the Early Cancellation Fee is \$225.00
- For any Early Cancellation of a Three-Month Minimum Term Membership, the Early Cancellation Fee is \$150.00
- For any Early Cancellation of a Month-to-Month Term Membership, the Early Cancellation Fee is \$75.00; and
- For any Early Cancellation of another Minimum Term that is not explicitly outlined herein, the Early Cancellation Fee shall be proportionate to the Early Cancellation Fees set forth herein.

C. In the event of an injury or other medical reason (as evidenced by a written confirmation from a licensed medical physician), a Membership may be put on Medical Hold for no more than six (6) months in any twelve (12)-month period. In order to request a Medical Hold, Member must send an email to GSSA at shoot360@goldenstate.com with such request and complete the Medical Hold process that is outlined by GSSA in its response to Member. GSSA will consider on a case-by-case basis any request for a Medical Hold that is longer than six (6) months in a twelve (12)-month period.

D. If Member desires to suspend his or her Membership for any reason other than injury or other medical reason (a "Suspension"), Member must (i) send an email to GSSA at shoot360@goldenstate.com with such request and complete the Suspension process that is outlined by GSSA in its response to Member or (ii) request a suspension via the Shoot 360 mobile app. Any Membership Suspension will be effective as of the 1st day of the month after Member entirely completes the Suspension process as outlined by GSSA. There are no refunds, prorations or credits given for Suspensions made after the Member's billing date. During the Suspension, Member may use the Selected Facility subject to payment by Member of the then-current "drop-in" rate. Member may not Suspend a Membership for longer than 2 months in any given twelve (12)-month period.

E. To request to end a Suspension, Member must (i) send an email to GSSA at shoot360@goldenstate.com with such request and complete the process outlined by GSSA in its response to Member or (ii) request to end a Suspension via the Shoot 360 mobile app. Upon completion of such process, your Membership will resume on the Member's next billing date following the end of the Suspension; provided, that you may alternatively resume your Membership immediately upon payment of a monthly fee, pro-rated to account for the time remaining in the month during which you wish to resume your Membership.

F. If Member Suspends the Membership before completion of any applicable Minimum Term, the Minimum Term of Member's Membership will be extended by the amount of time for which the Membership is Suspended.

G. If you desire to change the Minimum Term and/or other applicable level of your Membership, you may initiate such process by meeting with an authorized representative of GSSA in-person at the Selected Facility or by phone at 510-986-5310. Member acknowledges that any such change may require Member to register or subscribe for a new Membership agreement and that any upgrade in a Membership may result in a requirement that Member pay a pro-rated difference between the applicable Membership fees.

IV. Membership Accounts

A. To remain a Member and retain the privileges of the type of Membership you have selected, all fees and (if any) taxes and other charges due under these Terms must be timely paid. Your fees (and all applicable taxes or other charges) are payable monthly (except for prepaid fees, as outlined on the Website or App, as applicable), run continuously, and are in effect for one month at a time.

B. All applicable fees will be charged on the dates indicated on the Website or App, as applicable. If GSSA receives any closed account, stop payment, or insufficient fund returns or any other chargeback for your monthly fees or any other amounts payable under these Terms, your Membership privileges will be denied until such payment is received and new banking and/or payment information is provided, if necessary.

C. If no payment has been received by GSSA within five (5) days after GSSA provides you with notice of your delinquent payment (which notice may be sent by GSSA via email), your Membership privileges may be denied and/or your Membership may be cancelled by GSSA in its sole discretion.

D. While you may cancel your Membership at any time, GSSA does not offer refunds or credits, except in GSSA's sole discretion, or as required by applicable law. In the event that GSSA issues any refund or credit, GSSA is under no obligation to offer similar refunds or credits in the future.

E. GSSA may contact you via telephone, email or other means from time to time for the purpose of notifying you of issues related to your Membership or billing information, for offers that may be of interest to you, or for automatic payment processing issues. By providing your contact information and subscribing to a Membership, you give your prior express written consent to receive, at any address or phone number provided to GSSA, Membership and billing-related communications from GSSA or its authorized delegate to the extent permitted by applicable law. You are not required to authorize calls or text messages to become a Member, and you may opt out at any time by request if called.