

**US GIFT CARD
TERMS & CONDITIONS AND DISCLOSURES**

November 14, 2018

This document describes the terms and conditions for SoulCycle Inc., SoulAnnex, and subsidiaries of SoulCycle Inc. (“SOUL”) in reference to gift cards sold in the United States (“U.S.”). If you purchase a SOUL gift card in the U.S., you agree to be bound by these terms and conditions. SOUL reserves the right to change these terms and conditions from time to time in its discretion, which changes it may provide to you by any reasonable means including, without limitation, by posting the revised version of these terms and conditions at our website at www.soul-cycle.com (“Website”).

NOTICE OF ARBITRATION PROVISIONS: Your purchase and use of gift cards is subject to binding individual arbitration of any disputes which may arise, as provided in the Arbitration Agreement and Class Action Waiver set forth below, which also means that you waive your right to participate in any class action. Please read the arbitration provisions carefully and do not use or purchase gift cards if you are unwilling to arbitrate any disputes you may have with us.

Types of Cards

SOUL has two types of gift cards: Physical gift cards and e-Gift cards. Both can be used to buy SOUL classes or merchandise from our U.S. studios or our Website. Physical gift cards are available in our studios and e-Gift cards can be purchased on our Website.

Do SOUL gift cards expire?

No, our gift cards never expire. The only time an expiration date will come into effect is when a class or series is purchased using that gift card. The class or series itself will have an expiration date, although any remaining balance on the gift card will not. Maintenance, dormancy or service fees do not apply to balances on the gift card.

How long does the gift card take to be delivered if purchased online?

After purchase of the gift card, the card takes about 20 to 30 minutes to be processed and delivered to the recipient's inbox.

Are gift cards specific to studios?

Gift cards purchased in the U.S. can be used only at a U.S. SOUL studio or on our Website for purchases in USD.

Can I buy a physical gift card?

You sure can! Physical gift cards must be purchased in the studios.

What other terms apply to gift cards?

SOUL will not be responsible for stolen gift cards or for unauthorized use of any gift cards. SOUL may refuse or suspend gift cards where it suspects fraud, mistake or violation of law. Gift cards are not debit or credit cards. Gift cards are not refundable or redeemable for cash, except where required by law. Gift cards cannot be redeemed to purchase other gift cards. Use of the gift card is limited to the amount of funds held on the gift card. The full amount of each purchase, including taxes, will be deducted from the funds held on the gift card, up to the total funds available on the gift card. If you make a purchase and there are insufficient funds held on the gift card to cover that purchase, you must pay the difference by credit card, debit card, check, or cash. Resale of gift cards or use for unauthorized advertising, marketing, sweepstakes or other promotional purposes is strictly prohibited.

If any one or more of the covenants, agreements, provisions or terms of these terms and conditions shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of these terms and conditions and shall in no way affect the validity or enforceability of the other provisions of these terms and conditions. These terms and conditions set forth the entire understanding of the parties relating to the subject matter hereof, and all prior understandings, written or oral, are superseded by these terms and conditions.

How do I obtain card balance or other information?

You can contact a SOUL studio, yoursoulmatters@soul-cycle.com, or our corporate office at 212.787.7685 (ext. 0 for reception) for more information.

What happens if there is a dispute?

The following Arbitration Agreement and Class-Action Waiver provision will apply to any Dispute (as defined below) between you and SOUL regarding the gift cards or these terms and conditions.

ARBITRATION AGREEMENT AND CLASS-ACTION WAIVER

A. Informal Dispute Resolution

At SOUL, we believe every ride, rider, and community member matters. Our goal is to do our best to ensure that every experience with SOUL will exceed your expectations. If that doesn't happen, we hope you will give us the opportunity to try to address any problem. To do that, please e-mail us at yoursoulmatters@soul-cycle.com or write to us at SoulCycle Inc., 609 Greenwich Street, New York, New York, 10014, Attention: YOURSOULMATTERS. Please include: (1) your name, (2) your address, (3) a description of your concerns, and (4) a description of the specific relief you seek.

B. Arbitration Agreement

By accepting the terms and conditions, you and SOUL agree to submit any and all Disputes

(as defined below) to binding arbitration pursuant to the Federal Arbitration Act (Title 9 of the United States Code), which shall govern the interpretation and enforcement of this arbitration agreement (“Arbitration Agreement”). Arbitration shall be before either (1) JAMS (formerly known as Judicial Arbitration and Mediation Services), www.jamsadr.com, or (2) the American Arbitration Association (“AAA”), www.adr.org. If you initiate arbitration, you shall have the choice as between these two arbitration forums; if SOUL initiates arbitration, it shall have the choice as between these two arbitration forums.

WE EACH AGREE THAT, EXCEPT AS PROVIDED IN THE DEFINITION OF DISPUTES BELOW, ANY AND ALL DISPUTES WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT BY A JUDGE OR JURY, IN ACCORDANCE WITH THIS ARBITRATION AGREEMENT.

C. Class Action Waiver

You agree that the arbitration of any Dispute (as defined below) shall be conducted on an individual, not a class-wide basis, and that no such arbitration proceedings may be consolidated with any other arbitration or other legal proceedings involving SOUL or any other person. You further agree that you, and anyone asserting a claim through you, will not be a class representative, class member, or otherwise participate in a class, representative, or consolidated proceeding against SOUL. We and you agree that the arbitrator of any Dispute between us may not consolidate more than one person’s claims, and may not otherwise preside over any form of a class or representative proceeding or claim (such as a class action, representative action, consolidated action or private attorney general action).

If this class-action waiver (“Class Action Waiver”) clause or any portion thereof is found to be illegal or unenforceable, then the Arbitration Agreement will be unenforceable, and the Dispute will be decided by a court. Any claim that all or part of the Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

D. Definition of Dispute

Except as described below, the term “Dispute” in this Arbitration Agreement and the Class Action Waiver means any dispute, claim, or controversy between you and SOUL regarding any aspect of your relationship with SOUL regarding SOUL gift cards and these terms and conditions, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, gross negligence or reckless behavior), or any other legal, statutory or equitable theory, and includes the validity, enforceability or scope of the terms and conditions except for the scope, enforceability and interpretation of this Arbitration Agreement and Class Action Waiver.

Dispute SHALL NOT include personal injury claims or claims for lost, stolen, or damaged property. Any such claims are not subject to arbitration and this Arbitration Agreement and Class

Action Waiver. Dispute shall not include any claim that all or part of the Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable. Such a claim may be determined only by a court of competent jurisdiction and not by an arbitrator.

E. How Will the Arbitration Work?

Either you or SOUL may initiate arbitration proceedings. The arbitration will be conducted before a single arbitrator. The arbitration will be an individual arbitration, and shall in no event be commenced as a representative or class arbitration.

If you or SOUL initiate arbitration, you and we have a choice of doing so before JAMS or the AAA:

- For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at www.jamsadr.com or by calling 1-800-352-5267.
- Which particular rules apply in AAA arbitration will depend on how much money is at issue. For less than \$75,000, the AAA's Supplementary Procedures for Consumer Related Disputes/Consumer Arbitration Rules will apply; for Disputes involving \$75,000 or more, the AAA's Commercial Arbitration Rules will apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879.
- As set forth in the section of these terms and conditions regarding Choice of Law, the arbitrator shall apply New York law.

If required for the enforceability of this Arbitration Agreement under the Federal Arbitration Act, SOUL will pay all arbitrator's costs and expenses. If not, those costs will be paid as specified in the above-referenced rules.

F. Where Will the Arbitration Be Held?

You can bring the arbitration in either New York or in the state where you live if there is a JAMS or AAA in that state. In the event that SOUL initiates an arbitration, it will only do so in the state where you live before either JAMS or AAA, unless there is no JAMS or AAA in your state, in which case SOUL may initiate the arbitration in New York.

G. Choice of Law

These terms and conditions and disclosures are governed by the laws of the State of New York, without regard to New York's choice of law provisions. Except as provided above as to those Disputes you or SOUL submit to binding arbitration pursuant to the Federal Arbitration Act (Title 9 of the United States Code), any Disputes must be brought in New York.