

PURCHASE POLICY

Effective: February 8, 2021

IMG Academy, LLC's ("our", "we", "us", or "IMGGA") strives to make your purchasing experience easy and efficient. The following is designed to ensure your satisfaction and understanding of the purchase process on our sites and applications (collectively, the "Site").

Your purchases on the Site are subject to these terms (the "Purchase Policy"). Please also review our Terms of Service and Privacy Policy, which govern your use of the Site. For the avoidance of doubt, this Purchase Policy shall in no way limit or reduce (a) the effect of corresponding concepts set forth in the Terms of Service or (b) the terms or conditions of any other agreement you may have with IMGGA, or its subsidiaries or affiliates, for products, services, or otherwise, including any releases and/or waivers, enrollment agreements, or program terms that apply to enrollment in or attendance at any IMGGA schools, camps, training, events, and/or other programs we offer.

If you have any questions:

We strongly recommend contacting us via email because our phone lines can be very busy. You can find the relevant email addresses below, and phone numbers where available.

General Information:

Email: info@imgacademy.com

Telephone: +1 (800) 202-5644

Feedback, Comments, Suggestions or Concerns:

Email: info@imgacademy.com

CURRENCY

All prices for items sold are stated in U.S. Dollars.

PAYMENT METHODS

If you wish to purchase good(s) (e.g., clothing, equipment, accessories) or package(s) (e.g. camps, 2021 Summer Camp Pass, training) (together, the "Products") through the Site, you may be asked to supply certain information relevant to the transaction, including, without limitation, payment information. We

accept several methods of payment to accommodate your needs, including most major credit cards. You represent and warrant that any credit card information that you submit to us is true, accurate and complete, and you agree to immediately notify us if any information is inaccurate. You represent and warrant that you have the legal right to use any credit card(s) or other payment methods used in connection with a transaction.

When you purchase a Product using a credit card, you authorize us to charge your credit card at the time you make the purchase. You are solely responsible for any and all fees charged to your credit card by the card issuer, bank or financial institution, including, without limitation any credit card membership, overdraft, or over-the-credit-limit fees. Some banks and credit card companies impose fees for international transactions. If you are making a booking from outside of the United States on a U.S. credit card, your bank may convert the payment amount to your local currency and charge you a conversion fee.

PRODUCTS AND PRICING

Products are subject to availability, as determined in our discretion. All descriptions, images, references, features, content, specifications, and prices of Products described or depicted on the Site are subject to change at any time without notice, and we reserve the right to cancel or remove any Product from the Site at any time in our sole discretion. You shall be responsible for paying all taxes and third-party expenses, if applicable, imposed on or in connection with the Products, including shipping costs, as applicable.

ORDER CONFIRMATION

If you do not receive a submission confirmation and purchase confirmation (in the form of a confirmation page or email) after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your responsibility to confirm, via our customer service, whether or not your order has been received. Only you may be aware of any problems that may occur during the purchase process. We will not be responsible for losses (monetary or otherwise) if you assume that an order was placed if you failed to receive confirmation. We do not guarantee availability of Products until there is confirmation that payment has been received and an order has been processed by the Site.

BILLING INFORMATION VERIFICATION

Orders are subject to credit card approval and will be processed only after a billing address and other billing information has been verified. Occasionally, we receive incorrect billing or credit card account information for an order, which may delay processing and delivery. In these cases, our customer service

will attempt to contact you, using the information provided at the time of purchase. If we are unable to reach you, we may cancel your order and may sell your Product to another customer without further notice.

FULL PAYMENT REQUIRED

Full payment is required upon checkout to secure your Product(s) purchase. We are not obligated to provide Product, or any element thereof, unless and until we receive the full and timely payment for Product. If we do not receive payment in full at the time of purchase of the Product, we have the right to cancel your order and terminate the fulfillment of the Product without any further obligation or liability owed to you.

CANCELED AND RESCHEDULED PACKAGES

For cancelled or rescheduled packages by IMGGA:

Should the entire package be canceled or rescheduled, we will attempt to contact you to inform you of the refund or credit procedures for such package(s). For exact instructions on any canceled or rescheduled package, please contact us in the manner set forth above. If the entire package is canceled, we will issue you, in our sole discretion, either (i) a credit on file (valid for 1 year from the date of cancellation) or (ii) a refund to the credit card, debit card, or other accepted method of payment that you used to purchase that package.

For cancelled or rescheduled packages by you:

Refundable: If you purchase a refundable package and change or cancel the package, IMGGA will refund the amount you paid to purchase the package, less a service fee equal to 2.5% of the total amount paid for such package, provided you cancel the package at least 48 hours in advance of your original scheduled date of arrival. If you purchase a refundable package and do not cancel the package at least 48 hours in advance, or you withdraw from or change the associated package after its commencement, the amount paid (or pro-rated amount if the package has already commenced) will be designated as a credit on file in your account, which credit will be valid for 1 year from the date of cancellation, withdrawal or change.

Nonrefundable: If you purchase a nonrefundable package, you will incur a change fee in the amount of \$75 for any change or cancellation made to your package. If the change to your package results in an increased rate, you will be required to pay such increase at the time of the change (in addition to the \$75 change fee). If the change to your package results in a decreased rate, the difference amount between the original purchase rate and the new purchase rate will be designated as a credit on file in your account

(less the \$75 change fee), which credit will be valid for 1 year from the date of change. If you cancel the package in its entirety, the entire amount paid for the applicable package will be designated as a credit on file in your account (less the \$75 change fee), which credit will be valid for 1 year from the date of cancellation. For the avoidance of doubt, all cancellation and/or changes to nonrefundable packages must be made at least 7 days in advance of your original scheduled date of arrival; after such time, no cancellation or changes may be made.

For the avoidance of doubt, in the event of a no-show, whether the package purchased is Refundable or Nonrefundable, you will forfeit the entire amount of your purchase, and you will not be entitled to any refund or credit associated with the package purchased.

Packages are sold subject to our absolute right to alter or vary the package without any obligation to make a refund. However, if the package purchased is materially altered, we may make reasonable efforts to provide a suitable alternative package and, where that is not possible, we will issue you, in our sole discretion, either (i) a credit on file (valid for 1 year from the date of cancellation of the original package) or (ii) a refund to the credit card, debit card, or other accepted method of payment that you used to purchase that package.

If we issue you a refund for a package due to a cancellation of rescheduling, we will issue a refund of the exact value paid for the package (if any) (or, for a discounted package, the discounted price paid). In no event will delivery charges or any other amounts be refunded. If a refund is issued, where reasonably possible, it will be issued using the same method of payment that was used to purchase the package. We will not be liable for travel or any other expenses that you or anyone else incurs in connection with a canceled or rescheduled package.

RETURNS OF GOODS

For the purchase of goods only: If, for any reason, you are not satisfied with your purchase, you may return the item for a refund, and such item must be received by IMGGA within 60 days of the date of purchase. Returns of goods must include a receipt and the items must be in original condition, including tags and labels. Once we receive the returned goods, and provided that you have met all other requirements set forth herein, we will credit your account within 10 business days. If using the shipping label provided by IMGGA (which is only valid for shipments in the United States), shipping charges will be deducted from the amount refunded to you.

If you are returning from outside the United States, or otherwise do not want to use the label provided by us, you must send your parcel, prepaid, via the carrier of your choice. Whichever carrier you choose, we suggest insuring the parcel and securing a tracking number therefor.

Please ship the parcel to:

ShopIMG

5500 34th Street West

Bradenton, Florida 34210

REFUNDS

Payments for nonrefundable packages and cannot be canceled by you, except to the limited extent contemplated above in the section entitled "Canceled and Rescheduled Packages."

You agree that you will not attempt to evade, avoid, or circumvent any refund prohibitions in any manner with regard to Product(s) you purchased. Without limiting the generality of the foregoing, you will not contact us to seek a refund or exchange from us except in the limited circumstances set forth above, and you will not dispute or otherwise seek a "chargeback" from the company whose credit card you used to purchase Product(s) from the Site. Should you do so, your Product(s) may be canceled, and we may, in our sole discretion, refuse to honor pending and future Product purchases made from all credit card accounts or online accounts on which such chargebacks have been made, and may prohibit all persons in whose name the credit card accounts exist and any person who accesses any associated online account or credit card or who otherwise breaches this provision from using the Site.

CHANGES TO PRODUCTS/LIMITATION OF LIABILITY

YOU BEAR ALL RISKS OF INCLEMENT WEATHER. DATES AND TIMES ARE SUBJECT TO CHANGE. IMGA WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION COSTS RELATED TO TRAVEL AND LOST PROFITS) ARISING OUT OF OR RELATING TO THIS PURCHASE POLICY OR THE TRANSACTIONS IT CONTEMPLATES (WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, OR OTHER FORM OF ACTION) AND IRRESPECTIVE OF WHETHER YOU OR IMGA HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. IN NO EVENT WILL IMGA'S LIABILITY EXCEED THE PRICE YOU PAID TO IMGA FOR THE SPECIFIC PRODUCT PROVIDED BY IMGA GIVING RISE TO AN APPLICABLE CLAIM. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

LIMITATION OF ACTIONS

No action arising out of or relating to this Purchase Policy or the transactions it contemplates may be commenced against IMGA more than 12 months after the basis for such claim could reasonably have been discovered.

INDEMNIFICATION

You hereby agree to indemnify, defend, and hold harmless IMGGA from and against any and all claims suits, demands, and causes of action, and any resulting costs and expenses, fines, damages, liabilities, losses, settlements and judgments, including, without limitation, reasonable attorneys' fees and legal expenses (collectively, the "Claims") that may be asserted by a third party against IMGGA that arise out of, result from, or relate to your purchase of a Product, enjoyment of any of the rights, benefits, or items related thereto, including, without limitation, use of a good or attendance on the IMGGA campus or at any event to which a package relates, and for all Claims that otherwise arise out of or result from, directly or indirectly, in whole or in part, without limitation, your breach or failure to abide by any part of this Purchase Policy.

NO WARRANTIES

The Products are being sold "as is," and IMGGA disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for a particular purpose with respect thereto and the Site. We make no warranty as to the accuracy, completeness, or reliability of the Site, including without limitation any content available through the Site and any descriptions or depictions of Products. You are responsible for verifying any information before relying on it. Under no circumstances will IMGGA be liable for the services or products of any third party, including any comprising or constituting a part of a Product. You acknowledge that you have not been induced by any statements or representations of any person with respect to the quality or condition of, or results expected from, a Product or any items constituting a part thereof and that no such statements or representations have been made. You acknowledge that you have relied solely on the investigations, examinations, and inspections you, as a purchaser of the Product, have chosen to make and that IMGGA has afforded you the opportunity for full and complete investigations, examinations, and inspections.

LICENSE; EJECTION AND CANCELLATION; NO REDEMPTION VALUE

All package purchasers and attendees shall comply with our applicable rules, policies, terms, and conditions ("IMGGA Rules"). We reserve the right, without refund of any amount paid, to refuse admission to, or eject, any person whose conduct their personnel deems disorderly, who uses vulgar or abusive language, or who fails to comply with IMGGA Rules. Breach of terms or rules will terminate your license to enter or be present on the IMGGA campus and attend any event to which a package relates without refund. Each package is a revocable license and admission may be refused without liability in the case of a breach of any of the foregoing. A package is not redeemable for cash. Items listed in a package do not grant access to unauthorized areas of our premises and/or an event venue.

RECORDING AND DATA DISTRIBUTION PROHIBITED

Except as expressly authorized by IMGGA, no package purchaser or attendee associated with such package may film, photograph, broadcast, stream, publish, transmit, and/or otherwise offer to the public (or assist any third party in offering to the public), on a live or on a delayed basis, in whole or in part, and whether on a free basis or subject to payment, any sound recording, photograph, video footage, motion picture, film, and/or other audio and/or visual content captured by any means whatsoever in or around our premises and/or an event site.

PUBLICITY

You agree that IMGGA shall have the right to use your name, voice, likeness, logo, marks, and other similar intellectual property, and all recordings, photography, and filming thereof, for the purposes of publicizing the Products, our services, and other commercial and business purposes, at any time and in any manner or medium without any payment to you or your additional consent. You further agree that you will release IMGGA and its licensees and designees from all claims related to any such use.

YOU ARE SUBJECT TO SEARCH AND BACKGROUND CHECK

You, your guests, and your and their belongings may be searched on entry to the IMGGA campus. You (on your behalf and their behalf) consent to such searches and waive any related claims that may arise. If you and/or they elect not to consent to such searches, you and/or they may be denied entry to the IMGGA campus without refund or other compensation. Under certain facility rules, certain items may not be brought into the premises, including without limitation, alcohol, drugs, controlled substances, cameras, recording devices, laser pointers, strobe lights, irritants (e.g., artificial noisemakers), bundles, and containers.

REPRESENTATION

You represent and warrant to IMGGA that you have the capacity and/or power and authority to agree to and enter into this Purchase Policy on behalf of yourself and/or your minor child, if such child will be a recipient the goods purchased or a participant in the package(s) purchased hereunder, as applicable; and, when agreed to by you, the Purchase Policy shall be enforceable against you and/or your minor child, as applicable, and will be a legally binding obligation for you and/or your minor child, as applicable.

BINDING ARBITRATION

You and IMGGA agree that any controversy or claim arising out of or relating to the Site or the Products shall be settled by binding arbitration in or near (as determined by us) Bradenton, Florida, or at such other location as may be mutually agreed upon by the parties, in accordance with the applicable procedural

rules set forth in the then prevailing Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and Procedures”), and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The JAMS Rules and Procedures are available at www.jamsadr.com or by calling (800) 352-5267. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable, or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither you nor IMGGA shall be entitled to arbitrate the dispute. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED.

BY AGREEING TO THE ARBITRATION OF DISPUTES AS SET FORTH HEREIN, YOU AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND LIMITING YOUR RIGHT TO APPEAL AND YOU UNDERSTAND THAT YOU ARE WAIVING YOUR RIGHTS TO OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION. DO NOT PURCHASE OR REDEEM ANY GOOD OR PACKAGE IF YOU DO NOT AGREE TO THE FOREGOING BINDING ARBITRATION PROVISIONS.

IMPORTANT REMINDER

IMGGA may exclude from campus or isolate any individual who (i) has a communicable illness, (ii) shows symptoms of a communicable disease, (iii) answers affirmatively to screening questions regarding a communicable disease, (iv) has been exposed to an infected person or a possibly infected person, or (v) who has travelled to certain areas where exposure is possible, if IMGGA determines, in its sole discretion, that such exclusion or isolation is appropriate for the welfare of that individual and/or the welfare of other individuals at IMGGA. In reaching the decision to exclude an individual from IMGGA or isolate an individual, IMGGA may consult with appropriate medical professionals and/or the Florida Department of Health and Rehabilitative Services.

If a camper tests positive for COVID-19 or any other communicable disease at any point while attending camp at IMGGA, IMGGA’s Director of Health and Safety will work with JHACH and the Florida Department of Health to administer any necessary contact tracing.

Purchaser/parents/guardians of the infected individual and purchaser/parents/guardians of any close contacts of the infected individual will be required to arrange for the individual to leave campus within 48 hours (international) or 24 hours (domestic) of receipt of notice. While we know this is not ideal, it is essential in maintaining a safe environment for the remainder of the IMGAs community. If an infected individual or close contact of an infected individual is required to leave campus early, notwithstanding anything herein to the contrary, the purchaser will receive a prorated refund for any days remaining in their reservation following the attendee's departure from campus. If an infected individual or close contact of an infected individual remains on campus following the 24/48 hour time limits referenced above, the purchaser/parent/guardian will be charged a fee of USD \$320 per night, offset by any nights remaining in their reservation.

[HTTPS://WWW.IMGACADEMY.COM/PURCHASE-POLICY](https://www.imgacademy.com/purchase-policy)