

**SOULCYCLE CANADA GIFT CARD
TERMS & CONDITIONS AND DISCLOSURES**

November 14, 2018

This document describes the terms and conditions for SoulCycle gift cards sold in Canada. If you purchase a SoulCycle gift card in Canada, you agree to be bound by these terms and conditions. SoulCycle 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: Subject to applicable law, 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 to the full extent permitted by applicable law.

Types of Cards

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

Do SoulCycle 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 Canada can be used only at a Canadian SoulCycle studio or on our Website for purchases in Canadian dollars.

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?

SoulCycle will not be responsible for stolen gift cards or for unauthorized use of any gift cards. SoulCycle 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, cheque 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 SoulCycle 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?

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

ARBITRATION AGREEMENT AND CLASS-ACTION WAIVER

A. Informal Dispute Resolution

At SoulCycle, we believe every ride and every rider matters. Our goal is to do our best to ensure that every experience with SoulCycle 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 email 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 entering into this Agreement, subject to applicable laws, you and SoulCycle agree to submit any and all Disputes (as defined below) to binding arbitration by a single arbitrator in an arbitration administered by the International Centre for Dispute Resolution (Canada) ("ICDR Canada") in accordance with its Canadian Expedited Procedures. These rules may be found at

www.icdr.org. The formal seat of the arbitration shall be Toronto, Ontario; however we agree that any hearings may take place at an agreed location in the province in which you live.

C. Class Action Waiver

Subject to applicable laws, you further agree that the arbitration of any Dispute 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 SoulCycle 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 SoulCycle. 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 or a representative action).

If this class action waiver ("Class Action Waiver") clause or any portion thereof is found to be illegal or unenforceable, then our Agreement to arbitrate will be unenforceable and the Dispute will be decided by a court of competent jurisdiction. 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" means any dispute, claim, or controversy between you and SoulCycle regarding any aspect of your relationship with SoulCycle regarding SoulCycle 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 behaviour), or any other legal, statutory or equitable theory, and includes the validity, enforceability or scope of this Agreement except for the scope, enforceability and interpretation of this Arbitration Agreement and Class Action Waiver.

The term "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.