

CLASSPASS - GIFT TERMS AND CONDITIONS

The following terms and conditions (the “**Gift Terms**”) apply to any ClassPass gift membership (the “**Gift**”). Gifts purchased in the U.S. are issued by ClassPass Inc., gifts purchased outside of the U.S. are issued by the relevant ClassPass Inc. affiliate (referred to as “**ClassPass**,” **we**,” “**us**” or “**our**”). By purchasing a Gift, accepting and retaining a Gift, or using a Gift, you agree to these terms and conditions. We reserve the right to change, amend or terminate the format, elements, and terms and conditions of the Gift program at any time with or without notice in our sole discretion. You agree to such changed or amended terms and conditions after they have been posted to the www.classpass.com website (or any mobile version thereof).

- 1. Gift Membership Subscription Requirements.** ClassPass is a subscription membership that automatically renews each month until cancelled. A Gift may only be used toward membership fees in countries where ClassPass is offered and in the currency the Gift was purchased in and may not be applied to other fees such as late cancellation/missed class fees or add-on packs or a la carte classes purchases. Each Gift recipient (“Recipient”) will be required to provide a credit card (or other payment method we may accept) for late cancellation/missed service fees (click [here](#) for our policy on such fees), any remaining membership fee applicable after the Gift amount is applied and for recurring monthly subscription fees. Each ClassPass subscription will automatically renew and Recipient will be charged the standard monthly rate until they cancel. If Recipient does not wish to continue their membership they may cancel at any time as set forth in the [Terms of Use](#).
- 2. Shortages/Overages.** If the Gift is for insufficient funds to cover the price of a full month of the ClassPass membership the Recipient wishes to use (for example, if Recipient redeems for a membership at a higher price point than value of the Gift), then at the time of redemption Recipient must pay the difference by credit card or other payment method we may accept. If the Gift is for an amount that is greater than the monthly rate for the membership redeemed, the difference may be applied to Recipient’s next or future subscription month(s).
- 3. Eligibility.** In order to redeem a Gift and sign up for a ClassPass membership, Recipient must be at least 18 years old, agree to the ClassPass [Terms of Use](#) and [Privacy Policy](#), provide a valid payment method and have access to the Internet.
- 4. Redemption:** ClassPass will electronically deliver a redemption code to the e-mail address provided by the Gift purchaser. After a Gift is purchased, the value of the Gift cannot be increased and the entire amount of the Gift must be redeemed at one time. Gift membership begins the day Recipient redeems the Gift. IN THE EVENT A GIFT CODE IS NON-FUNCTIONAL, YOUR SOLE REMEDY, AND OUR SOLE LIABILITY, WILL BE THE REPLACEMENT OF THAT GIFT CODE.
- 5. Restrictions.** Resale of the Gift or use for unauthorized advertising, marketing, sweepstakes or other promotional or commercial purposes is strictly prohibited. Gifts may not be combined with other offers. Your right to use the Gift is limited, subject to the Gift Terms, the ClassPass Terms of Use and applicable law. We are not responsible for pricing, typographical, or other errors and reserve the right to cancel any orders resulting from such errors. The Gift is not a credit card and cannot be used as one. ClassPass reserves the right to limit the number of Gifts an individual may purchase or redeem.
- 6. No Expiration Date/Service Charges.** The Gift carries no expiration date, service charges or dormancy fees.
- 7. Refunds/Replacements/Risk of Loss.** Protect the Gift as if it were cash and safeguard the Gift from unauthorized use. Except in special circumstances or where required by law, Gifts are not refundable. Gift will not be refunded or replaced if lost, stolen, mutilated or damaged and may not be redeemed for cash, except where required by law. The risk of loss and title for Gifts pass to the purchaser upon our electronic transmission of the Gift to the purchaser or designated recipient.
- 8. Misuse of the Card.** If we suspect any fraud or misuse in connection with a Gift, we reserve the right in our discretion to suspend or terminate use of the Gift. We may cancel the Gift at any time, without notice.
- 9. General Terms.** The ClassPass [Terms of Use](#) and [Privacy Policy](#) apply to Gifts and any disputes arising out of a Gift or the Gift Terms will be resolved in accordance with the Terms of Use.
- 10. Promotional Cards.** These terms and conditions do not apply to gift cards or other stored value cards that are given away free with a purchase, or distributed as a reward, incentive, or as part of a marketing, promotional or customer loyalty program (“Promotional Cards”). Promotional Cards may have expiration dates to the extent permitted by applicable law.

