

ATTORNEY GENERAL OF THE STATE OF NEW YORK
BUREAU OF INTERNET AND TECHNOLOGY

In the Matter of

Assurance No. 24-099

**Investigation by LETITIA JAMES,
Attorney General of the State of New York, of**

**EQUINOX GROUP, LLC, EQUINOX
HOLDINGS, INC., EQUINOX
MEDIA, LLC, AND SOULCYCLE LLC,**

Respondents.

ASSURANCE OF DISCONTINUANCE

The Office of the New York State Attorney General (“OAG”) commenced an investigation pursuant to Executive Law § 63(12), General Business Law §§ 349, 350, and 527-a, and the Restore Online Shoppers’ Confidence Act, 15 U.S.C. § 8403(3), into the enrollment and cancellation policies and practices of Equinox Group, LLC. (“Equinox Group” or “Respondents”) at the fitness centers and related services offered under the brand names Equinox, Equinox Media, SoulCycle. This Assurance of Discontinuance (“Assurance”) contains the findings of the OAG’s investigation and the relief agreed to by the OAG and Respondents whether acting through its respective directors, officers, employees, representatives, agents, affiliates, or subsidiaries (collectively, the “Parties”).

OAG’s FINDINGS

Legal Framework

1. Sellers that offer consumers products and services on an automatically renewing basis are subject to several requirements under state and federal law. Such automatic renewals are known as

“negative options” because the product or service is provided (and the consumer is charged) continuously unless and until the consumer takes action to cancel.

New York General Business Law 527-a

2. New York General Business Law (“GBL”) Article 29-BB requires “[a] business that makes an automatic renewal offer or continuous service offer” to consumers to “present the automatic renewal offer terms or continuous service offer terms in a clear and conspicuous manner before the subscription or purchasing agreement is fulfilled and in visual proximity . . . to the request for consent to the offer.” GBL § 527-a(1)(a). “If the offer also includes a free gift or trial, the offer shall include a clear and conspicuous explanation of the price that will be charged after the trial ends or the manner in which the subscription or purchasing agreement pricing will change upon conclusion of the trial.” *Id.* The meaning of these provisions are discussed in more detail below.

3. The “automatic renewal offer terms” that must be disclosed clearly and conspicuously include that:

- a. the subscription or purchasing agreement will continue until the consumer cancels;
- b. the description of the cancellation policy that applies to the offer;
- c. the recurring charges that will be charged to the consumer, that the amount of the charge may change, if that is the case, and the amount to which the charge will change, if known;
- d. the length of the automatic renewal term or that the service is continuous, unless the length of the term is chosen by the consumer; and
- e. the minimum purchase obligation, if any.

GBL § 527(2).

4. “Clear and conspicuous” means “in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks, in a manner that clearly calls attention to the language.” GBL § 527(3).

5. The business must also “obtain[] the consumer’s affirmative consent to the agreement containing the automatic renewal offer terms or continuous service offer terms, including the terms of an automatic renewal offer or continuous service offer that is made at a promotional or discounted price for a limited period of time” before charging the consumer. GBL § 527-a(1)(b).

6. Additionally, business must “provide . . . [a] cost-effective, timely, and easy-to-use mechanism for cancellation.” GBL § 527-a(2). “[A] consumer who accepts an automatic renewal or continuous service offer online shall be allowed to terminate the automatic renewal or continuous service exclusively online, which may include a termination email formatted and provided by the business that a consumer can send to the business without additional information.” GBL § 527-a(3).

7. Finally, the business must provide an acknowledgment that includes “the automatic renewal or continuous service offer terms, cancellation policy, and information regarding how to cancel in a manner that is capable of being retained by the consumer.” GBL § 527-a(1)(c), (2).

The Federal Restore Online Shoppers’ Confidence Act, 15 U.S.C. § 8403

8. The federal Restore Online Shoppers’ Confidence Act (“ROSCA”), 15 U.S.C. § 8403, contains similar provisions, requiring a seller marketing a negative option feature over the internet to “clearly and conspicuously disclose[] all material terms of the transaction before obtaining the consumer’s billing information,” “obtain[] a consumer’s express informed consent before charging the

consumer,” and provide consumers with “simple mechanisms . . . to stop recurring charges from being placed on the consumer’s credit card, debit card, bank account, or other financial account.”

9. According to the FTC’s 2021 Enforcement Policy Statement Regarding Negative Option Marketing (“FTC Policy Statement”), compliance with ROSCA requires that the following the material terms be disclosed clearly and conspicuously:

- a. that consumer will be charged;
- b. that the charge will be recurring;
- c. if applicable, that the charge will increase after a trial period;
- d. each deadline by which the consumer must act to stop charges;
- e. the amount and frequency of charges;
- f. the date each charge will be submitted for payment (billing date);
- g. all information necessary to cancel; and
- h. any other terms necessary to prevent deception.

10. “Clear and conspicuous,” according to the FTC Policy Statement, means “difficult to miss (i.e., easily noticeable) or unavoidable and easily understandable by ordinary consumers.”

11. According to the FTC Policy Statement, to obtain a consumer’s express informed consent, a negative option seller should: (i) obtain the consumer’s unambiguously affirmative consent to the negative option feature separately from any other portion of the transaction; and (ii) not include any information that interferes with, detracts from, contradicts, or otherwise undermines the ability of the consumer to provide express informed consent to the negative option feature.

12. Finally, according to the FTC Policy Statement, in order for cancellation to be simple and reasonable pursuant to ROSCA, mechanisms to cancel should be “at least as easy to use as the method the consumer used to initiate the negative option feature.”

Background

13. Equinox Group is a Delaware corporation with its principal place of business at 31 Hudson Yards, New York, NY 10001.

14. Equinox Group is a fitness company that operates several fitness and gym brands, including Equinox, Equinox Media, and SoulCycle.

15. The Equinox Group subsidiary Blink Fitness filed for bankruptcy on August 12, 2024 and its assets have been sold.

16. Since at least February 9, 2021 and until at least July 28, 2024, Respondents offered automatically renewing memberships through Equinox and Equinox Media that violated the laws described above. SoulCycle began offering similar automatically renewing memberships in September 2021. Among other things, Respondents (i) failed to clearly and conspicuously disclose the material terms of the memberships in its online and/or mobile app purchase flows before consumers agreed to the purchase; (ii) failed to provide consumers with acknowledgements compliant with GBL § 527-a upon purchase; and/or (iii) failed to provide consumers with online cancellation mechanisms that were cost-effective, timely, and at least as easy for the consumer to use as it was for the consumer to originally enroll in the membership.

I. Equinox Gym's Enrollment Processes Did Not Comply with State and Federal Law.

17. Equinox is a chain of high-end fitness centers owned by Equinox Holdings, Inc, a subsidiary of Equinox Group. The Equinox gyms are branded as offering an exclusive, luxury gym experience. Memberships to Equinox start at approximately \$200 per month. There are currently 43 Equinox gyms in New York state, more than in any other state.

18. As described below, Equinox's actions violated New York Executive Law § 63(12), GBL §§ 349, 350, 527-a, and ROSCA, 15 U.S.C. § 8403. Among other violations, the company did not: (i)

present all material terms of the offer clearly and conspicuously before the subscription was fulfilled; (ii) obtain the consumer's affirmative consent to the agreement containing the automatic renewal offer terms; and (iii) provide a cost-effective, timely, and easy-to-use mechanism for cancellation. GBL § 527-a(1)-(2). In doing so the company also violated ROSCA's requirements to: (i) "clearly and conspicuously" disclose the material terms of the transaction; (ii) obtain a consumer's "express informed consent before charging the consumer;" and (iii) provide consumers with "simple mechanisms" to cancel recurring charges. ROSCA, 15 U.S.C. § 8403.

19. Since at least February 9, 2021, Equinox offered consumers three tiers of membership: the "Select" tier, which offered access to only a single gym; the "All-Access" tier, which offered access to all U.S. Equinox locations; and the "Destination" Tier, which offered access to Equinox locations worldwide. Consumers could purchase Equinox memberships in person and online at www.equinox.com.

20. All Equinox membership plans included a one-year minimum commitment period (the "Obligation Period"). Consumers who purchased Equinox memberships ("Equinox Members") were locked into the one-year commitment period and could not cancel early, unless they were aware of and invoked one of the statutory exceptions to long term health club contracts. Thus, upon sign-up, all Equinox Members, unless eligible for statutory exceptions, were responsible for the entire year's fees (paid monthly), which amounted to thousands of dollars.

21. Equinox Members could also purchase automatically renewing packages of personal training sessions and/or Pilates classes on the Equinox mobile application (the "Equinox App"). As described in more detail below, these packages renewed upon the use of the package's last session or class.

22. Since at least February 9, 2021, the material terms of an Equinox gym membership included the following:

- a. The benefits of the membership, including whether the Equinox Member had access to other Equinox locations and which locations they had access to;
- b. The monthly cost of the membership, which started at approximately \$200;
- c. That the monthly membership fee would be charged on the 23rd day of each month;
- d. The initiation fee of \$300 or more, depending on the membership plan selected and any promotions being run at the time;
- e. That all membership plans included a one-year Obligation Period and would convert to a month-to-month plan at the end of the first year;
- f. That, under their membership agreements, Equinox Members were required to provide at least 45 days of notice to cancel their memberships;
- g. That an Equinox Member could cancel their membership without penalty if they could provide Equinox with evidence that one of the following circumstances applied: (i) they were suffering from a physical disability that would prevent them from using Equinox's services for more than six months; (ii) they were moving more than 25 miles away from any Equinox location; (iii) Equinox could no longer provide them the services they had contracted for (*e.g.*, their location closed), or (iv) if they had passed away, in which case their estate could cancel the membership;
- h. That, under New York GBL § 624(2), Equinox Members in New York could cancel their memberships without penalty within three days of joining; and,
- i. That Equinox Members could cancel their memberships by certified mail, in person at the gym, via email, and via online chat.

Equinox's Online Membership Enrollment Process Did Not Comply with State and Federal Law.

23. Since at least February 9, 2021, consumers could purchase auto-renewing Equinox gym memberships online at www.equinox.com. The online enrollment flow did not differ if a consumer was joining pursuant to a promotion or had received a free trial.

24. Since February 9, 2021, and until at least September 2022, a consumer seeking to enroll in an Equinox membership online would first search the Equinox website for the location they wanted to join. Upon clicking "Join Online" or something similar, the member was taken a page that listed the membership plans available at that location. The names of the plans available and their monthly price were listed in large, bolded, black font. Underneath the large, bolded, black font price was the fine print statement "12-mo commitment" with a question mark in a circle. This fine print statement appeared under the monthly price in small grey font that was approximately one third the size of the large, bolded, black font marketing text above it. If a consumer hovered over the question mark in the circle, they would see a pop-out that read, "This is the minimum commitment. Price is same as in-person rate" and a link to Equinox's online FAQs.

25. After selecting a plan, the consumer was taken to page where they were asked to provide their contact information and then click "Next." In small, gray font to the right of the "Next" button were the words "By continuing, I agree to share my contact information with a Membership Advisor." The consumer's information would then be shared with a Membership Advisor who was instructed to follow-up with the consumer if the consumer did not complete the enrollment process online.

26. The consumer was then taken to a payment page, where they would see the total fees they owed that day, less the savings from any applicable promotions. The fees owed included applicable taxes and an initiation fee that could be as high as \$300. The initiation fee was disclosed for the first time on this payment page, only after the consumer had navigated three other pages. The enrollment

flow obtained the consumer's consent to be contacted by a Membership Advisor prior to disclosing the initiation fee. If the consumer changed their mind at this stage due to the high initiation fee, they would still be contacted to complete the sale.

27. If the consumer continued with the enrollment, they would fill out their personal and payment information to complete the transaction. Underneath the fields for entering the payment information were the words, "You will be charged \$[that day's fees] . . . today, and \$[the monthly fees] . . . on the 23rd of each month." There were then two buttons at the bottom of the page that the consumer had to click on to proceed: the first read "I agree to the Membership Terms & Conditions", which were linked, and the second read "I understand that the monthly dues will be \$[the monthly fees] . . . excluding taxes and will be transferred on the 23rd day of each month beginning [the following month] . . . on the credit card used for payment today." The consumer would then click a "Pay now" button to complete the transaction.

28. This process was updated in September 2022. The changes did not include any material revisions to the disclosures made to consumers.

29. In contrast to the statutory requirements discussed above, since at least February 9, 2021, a consumer who navigated through Equinox's online enrollment flow was presented with the material term of a 12-month minimum commitment only in fine, light colored font. This term was easy to miss and in smaller type and less noticeable type than the surrounding text. The other material terms of their membership, other than price—including the cancellation policy and cancellation mechanisms available—appeared only in lengthy terms and conditions accessible by following a link. Equinox obtained a prospective member's consent to the linked Terms and Conditions and to be billed on the 23rd day of each month. But Equinox did not request the consumer's express affirmative consent to the negative option feature of the membership at any point in the online enrollment flow, as required by law.

Equinox's Enrollment Confirmation Emails Did Not Comply with State and Federal Law.

30. Since at least February 9, 2021, consumers that had enrolled in an Equinox membership ("Equinox Members") would receive an email confirmation regarding their new membership. This confirmation email included a summary of the fees the Equinox Member had paid that day and included a link to their membership agreement. The body of the email did not include the material terms of the membership (other than the price), the cancellation policy, or information on how to cancel. These terms were only disclosed in the lengthy membership agreement that users had to navigate to through a hyperlink.

31. Since 2021, numerous consumers have submitted complaints to the FTC, the BBB, and Equinox itself about their confusion related to the enrollment processes for Equinox Memberships. Equinox's sales training materials from 2021 and 2022 did not instruct sales personnel to affirmatively inform consumers of the 12-month commitment. As discussed above, this one-year commitment was not clearly and conspicuously disclosed in the online enrollment flow as required by statutory law. Consumers particularly complained that they were not adequately informed of the one-year commitment period and thus were unable to cancel when they wished to. For instance:

I wanted to look around the facilities to see if I would want to join Equinox gym. I went in for a tour and was then sat down in an office where I signed up for the membership. During the whole time, I was never told that: (i) the membership was annual, not monthly (I was told I would be billed monthly, which made me think that the membership was monthly and that I could cancel at any time and not be charged for the subsequent month); (ii) new members could not cancel during the first year; and (iii) it would be virtually impossible to cancel my membership unless I "relocated more than 25 miles of the location where I originally signed up," for which they require extensive evidence potentially holding sensitive personal information, such as bank account statements. When I left Equinox the day I took the tour, I left believing that I could cancel at any time. I was not advised at all about how difficult and almost impossible canceling during the first year would be. Members are apparently only permitted to cancel during the first year if they relocate more than 25 miles, which I was not told of at all during the meeting I had with the membership advisor when I signed up. The first time I heard about this requirement was when I told them I wanted to cancel. I have had to pay one and a half months worth of membership

(more than \$400) and will be charged again in a couple days, because they were not willing to permit my cancellation. (March 2021)

i have been emailing trying to get in touch with the manager at my equinox. . . i joined this summer for 3 month commitment, and did not want to continue, i was billed on 9/23 for the month and don't want to be billed again from here on. . . i never agreed to [a] 1 year [commitment]! . . . i agreed to 3 months. this was clear when i joined. i sat down with the manager and said i do not live here and may move soon. . . .: jesse at equinox [sic] great neck. he said to let him know when i would want to cancel . . . he said i could either join as a student for the summer or for 3 months . . .: i do not live here and would have NEVER agreed to join for 12 months. i did not agree to this. (October 2021)

My husband and I joined Equinox at the end of June. We were never informed that this was a year long contract. When we signed they had us sign on a signature pad and we never saw a contract. I recently got laid off from my job and I am unable to pay for both memberships. When I called Equinox to inform them about my situation they told me that I was locked into a contract. The Equinox member that signed us up never informed us that it was a year long contract. In fact I specifically asked if we could cancel at anytime with no penalty and he informed me that we could. Equinox lied to us just to trick us into signing. (July 2022)

*when i signed up at Equinox Fitness Club at ***** in Manhattan i was told i could cancel at any time with 30 days notice. a few months later when i went to cancel i was told by a different person that the 30 day cancellation policy is only after 1 yr. this is wrong. if i had known membership required at least 1 yr i would not have joined. i was in a rental unit nearby, hoping to purchase an apartment in the near future in a building with a gym, hence not needing Equinox. i have reached out numerous times to an Equinox rep, and each time he says the only reason for cancelling prior to a year is if there is a medical reason (which is not the case). (January 2023)*

Equinox's Cancellation Processes Did Not Comply with State and Federal Law.

32. Since at least February 9, 2021, Equinox Members could cancel their memberships by submitting notice via certified mail, at the front desk of the gym, by emailing cancellations@equinox.com, and by webchat on the Equinox website or in the Equinox App. Equinox did not provide consumers with a pre-formatted email for cancellation requests.

33. The cancellation mechanisms available to Equinox Members were disclosed in the Member's membership agreement in small font among densely packed text, which was attached to the confirmation email they received after joining, and in the FAQ section of Equinox's website. Neither

document informed Equinox Members that they could cancel via webchat on the website or the Equinox App.

34. Equinox's cancellation policy and the cancellation mechanisms available to Equinox Members were not clearly and conspicuously disclosed in Equinox's online enrollment flow or in the body of the confirmation email received by new Equinox Members. Instead, these important disclosures were only accessible through a general FAQ link at the bottom of the Equinox website.

35. Equinox Members who were still in their initial one-year obligation period were unable to cancel their memberships without charge unless they met one of the following New York State statutory exceptions: (i) they had a physical disability that would prevent them from exercising for 6 months or longer and could provide satisfactory proof thereof; (ii) they were moving more than 25 miles away from an Equinox location and could provide satisfactory proof thereof; (iii) they had passed away, in which case their estate could cancel the membership; and (iv) Equinox was no longer able to provide the services set out in the Member's agreement.

36. Equinox Members who were still in their initial one-year obligation period and wanted to cancel would typically be offered the opportunity to freeze their memberships for up to three months. If an Equinox Member accepted this offer, their initial obligation period would be extended by the same amount of time.

37. If an Equinox Member was still in their initial one-year obligation period and nonetheless wanted to cancel, Equinox would process a cancellation of their membership as of the last day of their obligation period. The Member would remain responsible for their monthly dues until the end of their obligation period and retain access to their Equinox gym during that time.

38. Equinox Members who were no longer in their initial obligation period would be permitted to cancel but were likely to encounter delays from Equinox staff when they attempted to do so. For instance:

- a. An Equinox Member that requested to cancel their membership at the front desk of an Equinox gym would be asked to wait to speak to a member of the management team. If a member of the management team was not available, the front desk associate would tell the Member that someone from the management would be in contact with them later on. The front desk associate was instructed not to process the cancellation, even if the Member insisted. Thus, an Equinox Member's in-person cancellation request would not be processed at the time of their request.
- b. Once the Equinox Member was in touch with a manager, the manager was directed to "TRY TO SAVE THE MEMBER", including by offering to freeze their membership, offering to transfer them to another location, educating them on how to navigate the waitlists for group fitness classes, and reminding the Equinox Member of the fitness goals they had when initially signing up for the gym. Equinox managers were directed that they should not actively inform Members that they might be able to cancel without further charge in certain circumstances, such as for medical reasons or because of a move. Instead, managers were instructed, "If a member is suffering from a medical condition or relocating away from their club(s), this is something that will come up in conversation and is not something we need to offer."
- c. An Equinox Member who attempted to cancel via email would be asked first why they wanted to cancel their membership and if they wanted to freeze their account instead. If this Equinox Member did not respond to this initial save attempt, the Equinox Concierge

(i.e., a customer service representative) handling the request would typically process the cancellation but was not expressly required to do so.

- d. As discussed below, Equinox Members who sought to cancel via web chat would similarly be offered a freeze instead of cancellation. A Member would need to respond to multiple chat prompts on a freeze before their cancellation request was processed.

Equinox's Cancellation Mechanisms were not Cost Effective, Timely, and Easy to Use.

39. Equinox did not provide easy to find and clear information to consumers regarding how to cancel their memberships. For example, the “Contact Us” page offered specific information on how to join Equinox, but no information on how to cancel. Nothing on the “Contact Us” page indicated that Members could cancel their memberships by using any of the contact options listed. Members could find cancellation information if they clicked the “FAQs” link at the bottom of Equinox’s website.

40. Since at least February 9, 2021 and until March 2023, Equinox Members could cancel their memberships online via a webchat with an Equinox Concierge, who were available Monday to Friday, from 8 AM to 8 PM Eastern time. Equinox did not publicize that Members could cancel their memberships via webchat—this option was not included in the membership documents or FAQs—or provide Members with any instructions regarding how to do so.

41. Equinox Members who tried to cancel via webchat would first go to the “Contact Us” section of the Equinox website or App and select the “Chat With Us” option.

42. If an Equinox Member clicked on this link from the Equinox website, a chat box would pop up in the lower right-hand corner of the page. The Equinox Member would then be asked to select whether they were not yet a Member, a current Member, or a former Member, after which they would be instructed to wait for an Equinox Concierge to be available to speak with them. Once the Member was connected with an Equinox Concierge, the Equinox Concierge was trained to attempt to “save” the

membership by, among other things, asking the Member why they wanted to cancel and offering a freeze instead. The Member might have to respond to multiple inquiries from the Concierge trying to “save” the membership before the cancellation would be processed.

43. Equinox Members who wanted to cancel on the Equinox App would need to navigate an automated menu of options before they would be able to chat with an Equinox Concierge directly. To cancel their membership on the App webchat, an Equinox Member would first need to click “Start chat now,” “Manage Account”, “Account Settings”, and “Cancel Membership.” In response to their “Cancel Membership” request, the Equinox Member was not actually allowed to cancel their membership. Instead they were informed that (a) they could only cancel in person, by mail, or by email but (b) that they could “freeze” their account using the app. Thus, the Equinox Member was directed by the Equinox app to freeze rather than cancel their account. The Equinox Member could also chat with an Equinox Concierge but only if the Member selected they needed help with “Something Else.”

44. Depending on the time of day and volume of chat traffic, an Equinox Member might need to wait from 1 to 5 minutes to be connected with a Concierge. After being connected with the Concierge, the Equinox Member would need to respond to several prompts and at least one “save” attempt before the Concierge would process the cancellation. Members’ requests to cancel could sometimes take more than half an hour.

45. Equinox’s online cancellation option, using the webchat function on the website or the Equinox App, was not disclosed to Equinox Members in the enrollment flow, confirmation email, or on the Equinox website. The automated dialog in the App’s webchat also gave consumers the incorrect impression that the only ways to cancel were in person, by certified mail, or by email. The webchat also required Equinox Members to respond to between 1 and 4 automated prompts, wait to connect to a Concierge, and then respond to at least one “save” attempt before the cancellation process would begin.

This process was significantly more burdensome than the enrollment flow, which required the consumer to navigate through just three pages and guided the consumer with prominent visual and textual cues. Equinox stopped using webchat cancellation in March 2023.

46. Since 2021, consumers have submitted complaints to the FTC, the BBB, and Equinox itself about their frustration with the cancellation processes for Equinox Memberships. For instance, consumers have complained:

I signed a one year gym membership with Equinox. I honored it (even though I wanted to cancel many months ago.). I was surprised to see if I was charged after my contract has ended. I learned today (which is also halfway through the month) that they require a 30 day notice to cancel and they won't issue a refund. I am furious and feel cheated and want my money back. I feel like I have been scammed. (January 2021)

Problem is after repeated tries at canceling my membership between the start and only visit date of 5/27/2021 and closure on 9/1/2021 and after repeated mentions of their 'Free month of May & June' being false advertising for what was secretly a year long membership, Equinox continued to charge me for 2 months and a total of \$352. Went for 1 workout on 5/27 and never received any documentation of the agreement that I was signing up for and never told by the membership advisor that signed me up over the phone or anyone working the front desk that day until it was sent on 6/26. I had called the membership advisor multiple times to cancel my account as I would not be able to use the membership because I was moving to Florida. They said that was not possible without providing a lease agreement, I did not have as the place in Florida is a new construction with move-in delays. (September 2021)

On October 2021, I received an offer for a one month free trial to Equinox Fitness. Unfortunately, during that one month period, I was not able to use the service, and I had called to cancel the free trial before the promotion expired. I wrote an email to cancel my free trial, but was then offered to postpone my membership. At this time, I was not told that I would be locked into a one year contract, as I was under the assumption that I would only have that one month free trial. Now I am being told that I am under contract. I have never used this service once. I feel that I was misled from cancelling my membership, and was misled into being contracted for an entire year to pay \$200 a month for a service I cannot fulfill. (March 2022)

The Equinox App's Class Memberships Process Did Not Comply with State and Federal Law.

47. Since February 9, 2021, Equinox Members could also purchase automatically renewing personal training ("PT") and Pilates class memberships on the Equinox App. With the PT and Pilates memberships, Equinox Members would select the number of personal training sessions or Pilates classes

they wished to purchase at a time and they would be charged for that number of sessions each time their inventory of pre-purchased sessions had reached zero. For instance, if an Equinox Member enrolled in a PT membership of four sessions at a time, they would be charged for four additional personal training sessions after they used the last training session in their current package. As a result, they would always have sessions available until they cancelled their PT membership.

48. Since February 9, 2021, and July 2021, to purchase PT or Pilates memberships on the Equinox App, an Equinox Member would first need to sign into the app, navigate to their account page, and then go to the membership page.

49. Equinox Members could then enroll in a PT membership on their account pages in the Equinox App by toggling a button next to the type of sessions they wanted to purchase—30 minutes or 60 minutes—and then selecting the number of sessions they wanted included in this membership. Neither the price of the sessions nor the cancellation policy was disclosed to the Equinox Member.

50. To sign up for a Pilates membership instead of PT, the Equinox Member would scroll down to a field called “Pilates Auto-Renew” and toggle on a button next to the words “Private | 55 min” (describing the type of session being purchased). They would then select the number of sessions they wanted included in their package. Neither the price of the sessions nor the cancellation policy was disclosed to the Equinox Member. Equinox also failed to obtain the consumer’s express affirmative consent to the negative option feature of the membership.

51. The Equinox Member could alternatively sign-up for a Pilates membership when purchasing a package of Pilates sessions by toggling on “Auto-Renew” during the checkout flow and selecting the number of sessions they wanted to purchase at a time. The cancellation policy was not disclosed in this flow. Equinox again failed to obtain the consumer’s express affirmative consent to the negative option feature of the membership.

52. During this period, since February 9, 2021, and July 2021, Equinox Members could stop their PT or Pilates memberships from automatically renewing by toggling off the same buttons on their Account pages in the Equinox App before their next set of sessions was purchased.

53. Equinox revised the Equinox App process for purchasing their PT and Pilates memberships in July 2021. The changes did not remedy the deficiencies of the enrollment process. Beginning July 28, 2024, Equinox established an online cancellation option for all New York members, in addition to improved disclosures and consents in its enrollment process.

54. An Equinox Member would not receive a confirmation email when they initially signed up for a PT membership or Pilates membership. But they would receive a confirmation email each time a new package was purchased. The PT or Pilates package purchase confirmation email did not include instructions on how to cancel. It simply stated that Members could manage their accounts online or in the Equinox App. The Pilates package confirmation email included a link for a Member to submit a request to turn off the auto-renewing feature, but did not inform them they could do so via the Equinox App.

II. SoulCycle's Enrollment Processes Did Not Comply with State and Federal Law.

55. SoulCycle is a chain of high-end indoor cycling studios owned by Equinox Group. Consumers who participate in SoulCycle classes generally purchase individual classes or packages of classes in person, on the SoulCycle website, or through the SoulCycle mobile application (the "SoulCycle App"). In New York, individual classes cost as much as \$40.

56. As described below, SoulCycle's actions violated New York Executive Law § 63(12), GBL §§ 349, 350, 527-a, and ROSCA, 15 U.S.C. § 8403. Among other violations, the company did not: (i) present the terms of the offer clearly and conspicuously before the subscription was fulfilled; (ii) obtain the consumer's affirmative consent to the agreement containing the automatic renewal offer

terms; and (iii) provide a cost-effective, timely, and easy-to-use mechanism for cancellation. GBL § 527-a(1)-(2). In doing so the company also violated ROSCA's requirements to: (i) "clearly and conspicuously" disclose the material terms of the transaction; (ii) obtain a consumer's "express informed consent before charging the consumer;" and (iii) provide consumers with "simple mechanisms" to cancel recurring charges. ROSCA, 15 U.S.C. § 8403.

57. In September 2021, SoulCycle began offering an automatically renewing membership feature, Soul Renew. If a consumer signed up for Soul Renew, they would select the number of classes they wanted to purchase each month and they would be automatically charged for that number of classes every month until they took steps to cancel this membership. One benefit of a Soul Renew membership is that the consumer receives a discounted rate for each individual class. Since September 2021 consumers could purchase a Soul Renew membership online at soul-cycle.com or through the SoulCycle App.

58. Since September 2021 the material terms of a Soul Renew membership included the following:

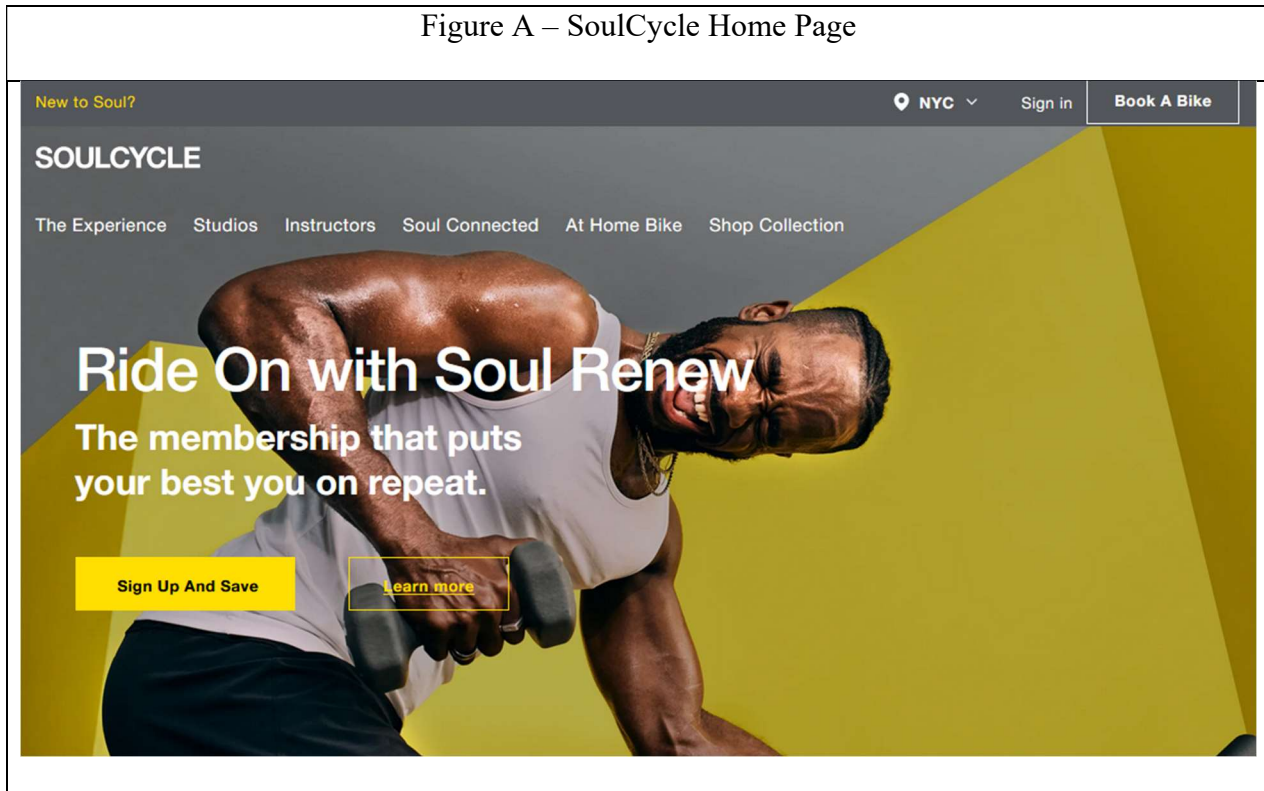
- a. The price of the membership, which depended on the number of classes the consumer elected to purchase each month;
- b. That, in contrast to a standard class package, a Soul Renew membership renewed automatically each month until the consumer took steps to cancel it;
- c. That the classes purchased through a Soul Renew membership expired after 30 days and did not roll over into the next month;
- d. That the classes purchased through a Soul Renew membership were not transferable, so only the person who purchased the classes could use them;

- e. That SoulCycle reserved the right to incrementally increase the price of the Soul Renew membership upon advance written notice;
- f. The date on which the consumer would be billed each month;
- g. That a consumer that had purchased a Soul Renew membership (hereinafter, a “Soul Renew Member”) had to cancel their membership at least 24 hours prior to their next billing cycle to avoid being charged for the following month’s classes;
- h. That a Soul Renew Member could cancel their membership without penalty if they could provide SoulCycle with evidence that one of the following circumstances applied: (i) they were suffering from a physical disability that would prevent them from using SoulCycle’s services for more than six months; (ii) they were moving more than 25 miles away from any SoulCycle location; (iii) SoulCycle could no longer provide them the services they had contracted for (*e.g.*, their location closed), or (iv) if they had passed away, in which case their estate could cancel the membership;
- i. That, under New York GBL § 624(2), Soul Renew Members in New York could cancel their memberships without penalty within three days of joining; and,
- j. That Soul Renew Members could cancel their memberships in person at a SoulCycle studio, by phone, by letter to their home studio or SoulCycle’s headquarters, or by emailing yoursoulmatters@soul-cycle.com.

The Soul Renew Subscription Process Did Not Comply with State and Federal Law.

59. Since September 2021 consumers visiting the SoulCycle website would generally see a prominent solicitation to sign up for Soul Renew. A consumer viewing this solicitation could click a bright yellow, solid background button that read, “Sign Up and Save”, “Sign Up”, or similar copy. This button led the visitor to the purchase flow.

Figure A – SoulCycle Home Page



60. At certain times during this period, there may also have been a “transparent” button displayed that read, “Learn More.” This button had yellow, fine font over a transparent background and took the consumer to the Soul Renew FAQs. Even when the “Learn More” button was present, it was not a clear and conspicuous disclosure because of the fine font, the transparent background, and the image behind the button. The visibility contrast between bright yellow “Sign Up And Save” button and the transparent “Learn More” button is illustrated in Figure A.

61. If the consumer clicked the “Sign Up And Save” button or its equivalent, they would be taken to a screen that displayed the class packages available and their monthly prices. At the top of the page, in gray font, was written, “Introducing Soul Renew, your new best friend. A Membership feature that automatically refills your classes monthly.” The available class packages were arranged in a grid of boxes below. Each box contained (i) the number of classes in the package at the top of the box in a

dark, heavy, gray font; (ii) the monthly price of the package in a similarly sized, lighter gray font just underneath; (iii) a bright yellow button that read, “select” further down; and (iv) the words “Expires in 30 days” in small, fine, gray font at the very bottom of the box. Because of the colors, font sizes, and font thicknesses used, the expiration statement at the bottom of the box appeared approximately 50% smaller than the marketing text above it.

62. On July 15, 2023, SoulCycle updated this page to include the statement “This membership is a recurring payment and expires 30 days from purchase date” under the “select” buttons.

63. Once the consumer selected the class package they wanted, they were taken to a shopping cart page. See Figure B. At the top of this page, the package they had selected and the price was displayed. Below the price, there was a small, scrollable, inset window that contained information regarding the Soul Renew series in small, gray font. This box included the Soul Renew Terms and Conditions, which were several pages long.

64. If the consumer clicked “checkout”, they were taken to a page to either sign in to their SoulCycle account or create an account. This account creation page included a similar small, scrollable, inset window of SoulCycle’s fine print Terms and Conditions, which were several pages long.

65. The consumer was then taken to a billing page, which identified the package being purchased and the price. Nothing on this page indicated that the purchase was a renewing monthly subscription.

66. Thus, since September 2021, a consumer who navigated through the online purchase flow for a Soul Renew membership would be presented with only certain material terms of their membership—including the fact that classes expired in 30 days, the cancellation policy, and the cancellation mechanisms—in fine print or in lengthy terms and conditions.

Figure B – SoulCycle Online Enrollment Shopping Cart

The screenshot shows the SoulCycle online enrollment shopping cart. At the top, there's a navigation bar with 'New to Soul?' and a location dropdown set to 'Westchester'. Below this is the 'SOULCYCLE' logo and a menu with 'The Experience', 'Studios', 'Instructors', 'Soul Connected', 'At Home Bike', and 'Shop Collection'. The main section is titled 'Your Bag' and shows a table with columns for 'Price', 'Quantity', and 'Subtotal'. One item is listed: '4 SERIES-SOULRENEW-NYS' with a price of \$146.00 and a quantity of 1. Below the item, there's a 'Have a Promo Code?' field and a 'Got a gift card?' section with fields for 'Card Number' and 'Pin', and an 'Apply' button. A '20% Off' badge is visible. A red arrow points from a red-bordered box containing cancellation policy text to the cart item.

Have a Promo Code?

Got a gift card?

Card Number

Pin

20% Off

Price **Quantity** **Subtotal**

\$146.00 x 1 \$146.00

Total **\$146.00 USD**

Cancel Policy: You may cancel your purchase of one class or a class series within five business days after your purchase. You may cancel your purchase of a SuperSoul series within 45 days after your purchase. To cancel, email, e-mail or deliver a signed and dated notice of cancellation to yoursouldmatters@soul-cycle.com or SoulCycle Inc., 609 Greenwich Street, New York, New York, 10014. Attention: YOURSOULMATTERS. We will refund the purchase price of your unused classes within ten days after we receive your notice of cancellation.

Footer Block Text: “You may cancel your purchase of one class or a class series within five business days after your purchase. You may cancel your purchase of a SuperSoul series within 45 days after your purchase. To cancel, email, e-mail or deliver a signed and dated notice of cancellation to yoursouldmatters@soul-cycle.com or SoulCycle Inc., 609 Greenwich Street, New York, New York, 10014. Attention: YOURSOULMATTERS. We will refund the purchase price of your unused classes within ten days after we receive your notice of cancellation.

Retail Merchandise return policy: Any items purchased at a SOUL warehouse sale or during The Big Sale are Final Sale and non-returnable, non-exchangeable. Please allow for order processing time of 3-5 business days prior to shipping. Full refund within 30 days purchase on unworn, unwashed and unopened merchandise with tags attached for full price items. Exchange for merchandise/store credit can only be made in the country of purchase. Questions or concerns about your SoulCycle class or series purchase? Please contact our studios! Your purchase is subject to and governed by SoulCycle Inc.’s Terms and Conditions and Privacy Policy, which we urge you to review and print out by clicking [HERE](#). Questions on returns? Check out our FAQ page [HERE](#).

SOUL RENEW TERMS AND CONDITIONS

1. **Automatic Renewal:** This Soul Renew monthly membership will automatically renew on a continuous month-to-month basis until your membership is cancelled by you or SoulCycle.
2. **Cancellation Policy:** Soul Renew may be cancelled at any time by emailing yoursouldmatters@soul-cycle.com. If you do not email yoursouldmatters@soul-cycle.com, your membership will remain active and will continue to auto-renew until your cancellation request is received via email. Please submit cancellation requests at least twenty-four (24) hours prior to the next billing cycle to avoid being billed for the following month. No refunds will be provided if you do not cancel at least twenty-four (24) hours before your billing date.
3. **Expiration/Refunds:** Your Soul Renew classes expire at the end of each month. Unused classes do not rollover to the following month and will not be subject to a refund.
4. **Non-transferable:** Your Soul Renew membership is personal to you and only you may use the classes in your monthly series.
5. SoulCycle reserves the right to incrementally increase the price of the Soul Renew membership upon advance written notice.
6. All studio rules apply, see our [FAQ](#) for details.
7. In addition to the above, this purchase is subject to SoulCycle’s [Terms and Conditions and Privacy Policy](#).”

67. Soul Cycle did not request the consumer's express affirmative consent to the negative option feature of the membership at any point in the online enrollment flow.

68. From time to time, Soul Cycle offered promotions on its Soul Renew packages. For instance, in January 2023, SoulCycle ran a promotion that gave consumers 20 percent off a Soul Renew purchase with the promotion code SOULRENEW20. This promotion was advertised on the SoulCycle home page, which read. "20% Off Soul Renew*" and "*Using code SOULRENEW20." The online Soul Renew purchase process was not substantially different from the standard online purchase flow, except for a field where the consumer had to input the promotion code. The discount applied to only the consumer's initial purchase of a Soul Renew package. Subsequent packages would automatically renew at the higher, standard price. However, this fact was not disclosed anywhere: not in the promotional offer, not in the online purchase flow, and not in the terms and conditions that appeared in the purchase flow. Thus, since September 2021, a consumer who accepted a promotional offer for a Soul Renew package and navigated the online purchase flow was not presented with clear and conspicuous disclosures regarding not only the material terms of the base subscription (the fact that classes expired in 30 days, the cancellation policy, and the cancellation mechanisms) but also a material term of the promotion (when the promotion would end).

The SoulCycle App's Soul Renew Purchase Process Did Not Comply with State and Federal Law.

69. Since September 2021 consumers could also purchase a Soul Renew membership on the SoulCycle App. To do so, the SoulCycle member would already need to have created a SoulCycle account.

70. To purchase a Soul Renew membership on the App, the consumer would click on "Buy classes" at the top of the App's homepage and then be brought to a page where they could select the package of classes they wanted to purchase, which included both packages of individual classes (that did

not renew) and Soul Renew memberships (which did renew). By default, the first page that was displayed was the “Memberships” page, where Soul Renew packages could be purchased. On the top of this page, it stated in small, fine, gray font “Soul Renewing Recurring Membership.” The consumer would need to toggle to “Class Packs” on the upper right hand of the page to see the non-renewing package options. The class packages available, along with their prices and the words “Expires in 30 days” appeared under the “Memberships” header. The class packages were depicted in large, heavy, black font and the price appeared in grey font of the same size. But the words “Expires in 30 days” appeared in small, fine, grey font. Because of the colors, font sizes, and font thicknesses used, the expiration statement appeared approximately 50% smaller than the class package marketing text above it.

71. If the consumer wanted to purchase a Soul Renew package—and thus start a Soul Renew subscription— they would add it to their cart by tapping the yellow “+” button next to the package that they wanted to purchase. When they did so, the contents of their shopping cart would appear at the bottom of the page, displaying the price of the first month of their Soul Renew subscription. If the consumer had previously saved payment information to the SoulCycle App, their payment information would already be pre-loaded in this screen. Otherwise, they would be prompted to enter credit card information. In order to complete the transaction, the consumer had to click a button indicating they had agreed to the Soul Renew terms and conditions.

72. Thus, since September 2021, a consumer who navigated through the purchase flow for a Soul Renew membership through the SoulCycle App would be presented with certain material terms of their membership (including the fact that classes expired in 30 days, the cancellation policy, and the cancellation mechanisms) only in fine print or in lengthy terms and conditions. Soul Cycle did not

request the consumer's express affirmative consent to the negative option feature of the membership at any point in the App enrollment flow.

73. Since September 2021, Soul Renew Members received a confirmation email after their first purchase of a Soul Renew package. The body of the email included the number of sessions purchased and the total cost of that day's transaction. It also noted, in fine print, that the purchase was governed by SoulCycle's terms and conditions, which were attached to the email. The body of the email did not include the material terms of the membership (other than the price), the cancellation policy, or information on how to cancel.

SoulCycle's Membership Cancellation Process Did Not Comply with State and Federal Law.

74. Since September 2021, Soul Renew Members could cancel their memberships by submitting notice in person at a studio, by phone, by emailing yoursoulmatters@soul-cycle.com, or by certified mail to the Consumer's home gym or SoulCycle's headquarters. SoulCycle did not provide a pre-formatted email for cancellation requests.

75. The cancellation mechanisms available to Soul Renew Members were disclosed in SoulCycle's terms and conditions and on the FAQs page of the SoulCycle website. However, the FAQs page did not disclose all the available cancellation mechanisms—it just directed Members to contact their local studios. Thus, full information on all the cancellation mechanisms available to Soul Renew Consumers was provided only in the lengthy, dense terms and conditions.

76. Since 2021, consumers have submitted complaints to SoulCycle about their confusion related to the enrollment and cancellation processes for Soul Renew Memberships. For example, frustrated customers report:

I can't figure out how to cancel my renewing membership. I will be traveling a lot and prefer to buy regular packages not auto renew. (June 2022)

For three months, I have been scouring your app trying to figure out how to cancel my subscription. Please cancel and refund the last three months. I do not want to be on an automatic renewal plan and I can't cancel on my iPhone via Apple. (June 2022)

[M]y account seems to have been setup for some type of automatic purchase plan. How do I cancel this and also get a refund? There were 4 classes charged to my credit card that expire this month and I won't be able to use them. Auto purchase does not work for me as my schedule is highly variable. I've searched all through the app and can't figure out how to cancel this. (June 2022)

I did not realize I bought a membership and need to cancel asap. There is not an obvious place to do so on the app, which comes across as predatory and difficult to cancel a membership that people probably do not realize they are buying. (June 2022)

III. The Equinox+ App Processes Did Not Comply with State and Federal Law.

77. The Equinox Group also operated a digital platform for fitness classes called Equinox+ through its Equinox Media arm. The Equinox+ application (the “Equinox+ App”) provided its members with access to various video fitness classes. The Equinox+ App is also accessible through the electronic display on the SoulCycle branded at-home spinning bike (the “Bike”). Consumers could subscribe to the Equinox+ App on the Equinox+ website, www.equinoxplus.com; in the Apple App Store; or in the Google Play Store.

78. As described below, Equinox’s actions related to the Equinox+ App violated New York Executive Law § 63(12), GBL §§ 349, 350, 527-a, and ROSCA, 15 U.S.C. § 8403. Among other violations, the company did not: (i) present the terms of the offer clearly and conspicuously before the subscription was fulfilled; (ii) obtain the consumer’s affirmative consent to the agreement containing the automatic renewal offer terms; and (iii) provide a cost-effective, timely, and easy-to-use mechanism for cancellation. GBL § 527-a(1)-(2). In doing so the company also violated ROSCA’s requirements to: (i) “clearly and conspicuously” disclose the material terms of the transaction; (ii) obtain a consumer’s “express informed consent before charging the consumer;” and (iii) provide consumers with “simple mechanisms” to cancel recurring charges. ROSCA, 15 U.S.C. § 8403.

79. Since February 9, 2021, if a consumer purchased a Bike, they also had to purchase an Equinox+ App membership with a 12-month commitment period, after which the membership converted to a month-to-month plan (hereinafter, an “Equinox+ Bike membership”). All other Equinox+ App membership were month-to-month with no minimum commitment.

80. Since February 9, 2021, the material terms of an Equinox+ App membership included the following:

- a. The price of the membership, which was around \$40 per month;
- b. That consumers were billed monthly for their membership on the anniversary date of their initial purchase, unless otherwise noted at the time of checkout (*e.g.*, if the consumer joined pursuant to a promotion that delayed their first bill);
- c. That, if the consumer had an Equinox+ Bike membership, they had a 12-month minimum commitment period, after which the membership converted to month-to-month;
- d. That all other Equinox+ App memberships were month-to-month;
- e. That a consumer that had purchased an Equinox+ App or an Equinox+ Bike membership (hereinafter, a “Equinox+ App Member”) had to cancel their membership at least 24 hours prior to their next billing cycle to avoid being charged for the following month;
- f. That Equinox+ App Members could cancel their memberships through the Equinox+ App, on the Equinox+ website, or by emailing hello@equinoxplus.com or hello@equinoxmedia.com, unless they had initially purchased their memberships through the Apple App Store or the Google Play Store or had an Equinox+ Bike membership;
- g. That Members with an Equinox+ Bike memberships could cancel their memberships only via email; and,

- h. That Equinox+ App Members who initially purchased their memberships through the Apple App Store or the Google Play Store had to cancel via those third parties.

The Online Equinox+ Membership Process Did Not Comply with State and Federal Law.

81. Since September 2021 consumers could purchase a membership to the Equinox+ App on www.equinoxplus.com. During this time period, Equinox+ ran a continuous promotion that gave consumers seven days of App access for free.

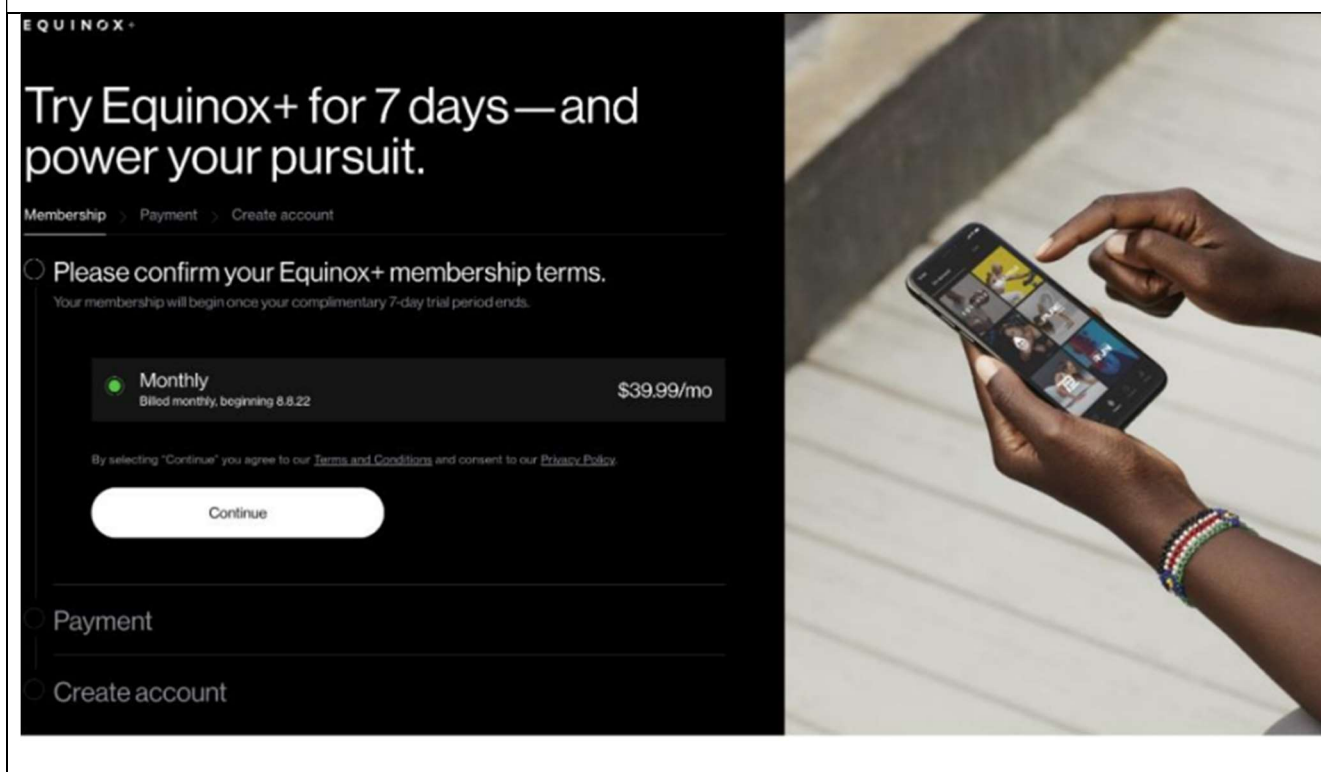
82. To join via the website, a consumer had to click the “Get the App” button on the top right corner of the site’s homepage. They would be taken to a sales page where they were invited to “Try Equinox+ for 7 days.” See Figure C. The consumer was then asked to “Please confirm your Equinox+ membership terms” in very large, heavy white font. Underneath, in much smaller, thinner, white font, the consumer was told, “Your membership will begin once your complimentary 7-day trial period ends.” In the middle of the page, the consumer was shown the option to sign up for a monthly plan and the price of the plan—this option was pre-selected, as there were no other plan options. Under the plan name was written, “Billed monthly, beginning [date]” in much smaller, thinner font. The consumer then had to click a large, white button that read, “Continue” to continue the purchase. “By selecting ‘Continue’ you agree to our Terms and Conditions and consent to our Privacy Policy” was written in very small, fine, white font above this button. Because of the different font sizes and font thicknesses used, the disclaimer statements appeared approximately 33% the size of the marketing text asking them to confirm their membership.

83. The consumer was then taken to a billing page where they were asked to input their payment information. At the top of the page, in small, white font, the consumer was informed, “Your card will not be charged until the complimentary 7-day trial period ends.” No other terms of the membership were disclosed on this page.

84. Once the consumer input their billing information and clicked “Continue”, they were taken to a final page, where they were directed to create a username and password for their Equinox+ account. At the bottom of the page, there was a dense paragraph of text written in small, white font. This paragraph included: (i) an agreement that the consumer was signing up for an automatically renewing Equinox+ App membership after the end of the 7-day trial, (ii) the consumer would be charged for the membership after the end of their trial, (iii) the consumer could cancel their membership on their account page, and (iv) the consumer was agreeing to the linked Terms and Conditions and Privacy Policy. As with the other disclosures in the online enrollment flow, because of the different font sizes and font thicknesses used, this disclosure paragraph appeared approximately 33% the size of the marketing text on the same page.

85. Thus, since February 9, 2021 and until at least September 2024, a consumer who navigated through the online purchase flow for an Equinox+ App membership would be presented with certain material terms of their membership—including the cancellation policy and certain of the cancellation mechanisms—only in fine print or in linked terms and conditions. Equinox Media did not request the consumer’s express affirmative consent to the negative option feature of the membership at any point in the online enrollment flow.

Figure C – Online Enrollment Flow



86. The online enrollment flow to purchase an Equinox+ Bike membership was substantially similar to the online enrollment flow for the Equinox+ App, except that no seven-day free trial was offered. The consumers purchasing this membership had already purchased the Bike and needed to activate the paired membership. On this activation page, the membership was described as a “12-month Equinox+ Membership” and the consumer was told in smaller font that (i) the membership would become month-to-month after the first 12 months and (ii) they would be billed for the first time when their Bike was activated.

87. After proceeding through the payment page, the consumer would be taken to the account creation page, which also features a dense paragraph of text written in small, white font at the bottom of the page. This paragraph included: (i) an agreement that the consumer was signing up for an automatically renewing Equinox+ App membership, (ii) the consumer would be charged for the

membership monthly until their membership was cancelled, (iii) the consumer could cancel their membership by emailing hello@equinoxplus.com, and (iv) links to the Terms and Conditions and Privacy Policy. As with the disclosures in the online enrollment flow, because of the different font sizes and font thicknesses used, these disclosures appeared approximately 33% the size of the marketing text on the same page.

88. Thus, since February 9, 2021 and until at least September 2024, a consumer who navigated through the online purchase flow for an Equinox+ Bike membership would be presented with certain material terms of their membership—including the cancellation policy and the cancellation mechanisms—only in fine print or in linked terms and conditions. Equinox Media did not request the consumer’s express affirmative consent to the negative option feature of the Equinox+ Bike membership at any point in the online enrollment flow.

The Equinox+ App Store Membership Process Did Not Comply with State and Federal Law.

89. Since September 2021 consumers could also purchase Equinox+ App memberships in the Apple App Store and Google Play Store (each an “App Store”). To do so, the consumer first had to download the Equinox+ App from the App Store on their device and then create an Equinox+ account in the Equinox+ App. If they were not already a member of an Equinox gym with a complementary membership in the App, the consumer was invited to sign up for the Equinox+ App with a seven-day trial.

90. The consumer was then taken to a plan selection page where there was only one option—a monthly plan that was pre-selected. The monthly price of this plan was disclosed in large font, followed by smaller font that read, “Billed monthly, beginning [date].” At the bottom of the page, similar to the online enrollment process discussed above, there was a dense block of small, fine font text that informed the consumer: (i) they were agreeing to the linked Terms and Conditions and Privacy

Policy; (ii) they were signing up for an automatically renewing Equinox+ App membership after the end of the 7-day trial, and (iii) they could cancel anytime.

91. If the consumer clicked “Continue”, they were taken to a payment page, the format of which depended on whether they were using the Apple App Store or the Google Play Store. In the Apple version, there was fine print that read, “No commitment. Cancel anytime in Settings > Apple ID at least a day before each renewal date. Plan automatically renews until canceled.”

92. In the Google Play version, consumers were informed, in fine print: (i) the date by which they could cancel their trial to avoid getting charged at all; (ii) they could cancel in the memberships section of the Google Play store; and (iii) they would be charged monthly after their trial ended.

93. Thus, since February 9, 2021 and until at least September 2024, a consumer who navigated through the App Store purchase flow for an Equinox+ App membership would be presented with certain material terms of their membership—including the cancellation policy and the cancellation mechanisms—only in fine print or in linked terms and conditions. Equinox Media did not request the consumer’s express affirmative consent to the negative option feature of the Equinox+ App membership at any point in the App Store enrollment flow.

The Equinox+ Membership Confirmation Email Did Not Comply with State and Federal Law.

94. Since February 9, 2021 and until at least September 2024, consumers who purchased an Equinox+ App membership or an Equinox+ Bike membership received a confirmation email after purchase. Both emails prominently informed the consumer of: (i) the type of membership they had purchased; (ii) the monthly plan price; and (iii) the billing start date. In fine print, there was also a disclosure that the consumer would be “automatically charged at the end of [his] trial unless [he] canceled” and that they could cancel by visiting their account page and updating their membership details. This confirmation email did not include other material terms of the membership—such as the

12-month commitment for the Equinox+ Bike membership, when the consumer needed to cancel by to avoid being charged for the following month, or the other available cancellation mechanisms.

Equinox+ Membership Cancellation Process Did Not Comply with State and Federal Law.

95. Since February 9, 2021, Equinox+ App Members who had joined through the website could cancel their memberships on the Equinox+ website, or by emailing hello@equinoxplus.com or hello@equinoxmedia.com. Equinox Media did not provide an easy to use process for cancellation requests, such as a pre-formatted email that prompted the user for all necessary information. Equinox+ App Members who had joined through an App Store could only cancel their memberships through that store.

96. Members were provided only partial information on the cancellation mechanisms available to them and cancellation policy in the fine print of the enrollment process. Members that wanted more complete information had to navigate the lengthy Terms and Conditions, which had been provided by hyperlink during the enrollment process, and actually directed Members to an ancillary document—the Additional Terms: Service Memberships and Purchases—for complete information on how to cancel.

97. An Equinox+ App Member who wanted to cancel their membership online would have to navigate to their account page and then click “Manage,” which appeared in small font on the far righthand side of the page. They would then be taken to a page where they would see a list of their memberships. At the very bottom of this page, there was a button that read “Cancel Membership” in small font. If they clicked this button, the Member would see a pop-up that asked if they were sure they wanted to cancel and read, “If you cancel now, you will lose access to Equinox+ at the end of your current billing cycle.” They were then presented with a white button that read, “Yes, cancel” and a black button that read, “No, keep full access to Equinox+.”

98. An Equinox+ App Member who had purchased their membership online could also cancel through the Equinox+ App. To do so, the Member had to navigate to their account page and then select the “Member Info” tab. At the bottom of this page, in small, black font, there was a button that read, “Cancel membership.” If the Member clicked this button, they would see a pop-up that asked them to confirm they wanted to cancel their membership; stating, “You will no longer be able to access your app content after the end of your current billing cycle ([date])” and asked them to select whether they also wanted her account data deleted. They were then presented with a white button that read, “Cancel now” and a black button that read, “Keep membership.” Members were not provided instructions on where to find this cancellation mechanism at any point in the online enrollment flow or in the confirmation email.

99. Equinox+ App Members who had joined through an App Store had to cancel through that App store, not through the Equinox+ App.

100. As noted, since February 9, 2021, Equinox+ Bike members could request to cancel their memberships only by email. Equinox Media did not provide a pre-formatted email for cancellation requests.

101. Since 2021, consumers have submitted complaints to Equinox Media about their confusion related to the enrollment and cancellation processes for Equinox+ App and Equinox+ Bike memberships, particularly regarding the online and App cancellation mechanisms not actually being effective. For example, customers report that:

I have tried all options to cancel my membership and despite the instructions, it will not allow me to cancel. (February 2021)

I've attempted multiple times to cancel my membership online and via the app--on both platforms, it just spins and spins. (February 2021)

I accidentally signed up for equinox plus without knowing it costs extra. How do I cancel my subscription before I get charged? (March 2021)

I wish not to be billed after the 7 day trial. It quite disappointing I couldn't cancel it on my end. Site and app doesn't work properly. (March 2021)

I have been trying to cancel my Equinox app membership for the past couple weeks and it won't let me cancel it on my phone or on my computer. I cannot get through on the phone either to talk to someone to ask how to do this and I am very frustrated at how difficult it is to cancel this. (March 2021)

Respondents' Violations

102. New York Executive Law § 63(12) prohibits persons or business entities from engaging in repeated fraudulent or illegal acts or otherwise demonstrating persistent fraud or illegality in the carrying on, conducting, or transaction of business.

103. New York General Business Law (“GBL”) Article 22-A prohibits deceptive acts or practices in the conduct of any business, trade, or commerce in this State. GBL § 349.

104. GBL Article 22-A also prohibits false advertising in the conduct of any business, trade, or commerce or in the furnishing of any service in this State. GBL § 350.

105. GBL Article 29-BB requires businesses that offer products and services on an automatically renewing basis to present the terms of the offer (as well as the terms of any trial period) clearly and conspicuously before the subscription is fulfilled, to obtain the consumer’s affirmative consent to the agreement containing the automatic renewal offer terms, and to provide a cost-effective, timely, and easy-to-use mechanism for cancellation. GBL § 527-a(1)-(2).

106. The Restore Online Shoppers’ Confidence Act (“ROSCA”), 15 U.S.C. § 8403, requires a seller marketing a negative option feature over the internet to “clearly and conspicuously disclose[] all material terms of the transaction before obtaining the consumer’s billing information,” “obtain[] a consumer’s express informed consent before charging the consumer,” and provide consumers with “simple mechanisms . . . to stop recurring charges from being placed on the consumer’s credit card, debit card, bank account, or other financial account.”

107. The OAG finds that the practices described above constitute repeated violations of GBL §§ 349, 350, and 527-a, ROSCA, 15 U.S.C. § 8403, and New York Executive Law § 63(12).

108. Respondents neither admit nor denies the OAG's Findings, paragraphs 1 through 107.

109. The OAG finds the relief and agreements contained in this Assurance appropriate and in the public interest. THEREFORE, the OAG is willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding and to discontinue its investigation.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

III. PROSPECTIVE RELIEF

110. For the purposes of this Assurance, the following definitions apply:

- a. "Automatic Renewal" shall mean a plan or arrangement in which a paid Subscription or purchasing agreement is automatically renewed at the end of a definite term for a subsequent term.
- b. "Cancellation Mechanism(s)" shall refer to all methods by which Respondents allow a Consumer to terminate their or her Subscription and avoid future charges related to that Subscription.
- c. "Clear(ly) and Conspicuous(ly)" shall mean in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks, in a manner that clearly calls attention to the language. In the case of an audio disclosure, "Clear and Conspicuous" means in a volume and cadence sufficient to be readily audible and understandable. In the case of an email acknowledgement, "Clear and Conspicuous" means in the body of the email and not in attached documents.
- d. "Consumer" shall mean any individual who seeks or acquires, by purchase or lease, any

goods, services, money, or credit for personal, family, or household purposes, including, but not limited to, a Subscription.

- e. “Continuous Service” shall mean a plan or arrangement in which a Subscription or purchasing agreement continues until the Consumer cancels the service.
- f. “Subscription” shall refer to any goods, services, or benefits offered on an Automatic Renewal or Continuous Service basis.

111. Respondents shall comply with any applicable federal and state laws in connection with its marketing and sales of products or services to Consumers.

Sign-Up Procedures

112. Respondents shall Clearly and Conspicuously disclose the material terms of its automatically renewing products or services before a Consumer makes a decision to purchase.

113. In particular, Respondents shall Clearly and Conspicuously disclose the following terms before the Consumer makes a decision to purchase, and in all such disclosures “price” shall include all one time and recurring fees and charges:

- a. the offered price;
- b. the time period during which the offered price applies;
- c. the price that will be charged after any promotional period ends;
- d. when any promotional period ends;
- e. that the product or service automatically renews;
- f. the frequency at which the product or service automatically renews;
- g. any minimum purchase obligation;
- h. any applicable buyout fee;
- i. any annual fee and when it is charged; and

- j. all material terms of the cancellation policy that applies to the offer, including each deadline by which the Consumer must act to avoid charges and a link to a FAQ that details each valid method of cancellation accepted by Respondents.

114. The disclosures listed in paragraph 113 (b)-(j) shall be Clear and Conspicuous and similarly proximate to the option presented to the Consumer to accept the offer as the disclosure in paragraph 113(a).

115. Respondents shall obtain the Consumer's informed, affirmative consent to the terms listed in paragraph 113 prior to charging the Consumer. Respondents shall obtain the Consumer's informed, affirmative consent to the negative option feature offer separately from any other portion of the entire transaction prior to charging the Consumer.

116. Within 72 hours of a Consumer's purchase of an automatically renewing product or service, Respondents shall provide, in a manner that is capable of being retained by the Consumer, an acknowledgment that includes, Clearly and Conspicuously, the disclosures listed in paragraph 113, and, for each valid method of cancellation, all the information a Consumer needs to timely and effectively cancel their Subscription. If the offer includes a free gift or trial, Respondents shall also disclose in the acknowledgment how to cancel and allow the Consumer to cancel before the Consumer pays for the goods or services.

Cancellation Procedures

117. Respondents shall provide to Consumers, clearly, conspicuously, and accurately, (i) in its Subscription agreement, and (ii) on an easily accessible, noticeable, appropriately titled page (e.g., "Cancellations" or Cancellation FAQ") on each brand's website:

- a. all material terms of the applicable cancellation policy, including each deadline by which the Consumer must act to avoid charges,

- b. all valid cancellation mechanisms, and
- c. all the information a Consumer needs to timely and effectively cancel the membership.

118. Respondents shall ensure that its Cancellation Mechanisms are simple, cost-effective, timely, and easy-to-use. The mechanisms shall be available to Consumers through the same website, app, or mechanism that the Consumers can initiate Subscriptions, unless Respondents are barred from doing so by the terms of an agreement with a third-party platform.

119. Respondents shall ensure that all Consumers, including those with non-standard cancellation requests, can initiate their cancellation requests in a single online visit, including by uploading any documentation necessary to support their cancellation requests. To the extent that a particular cancellation platform does not allow the upload of non-standard cancellation documentation, Respondents shall provide an alternate one click solution for transmitting such documentation (e.g., preformatted email).

120. Respondents shall provide a single page on its website that clearly and simply explains to Consumers how they can cancel memberships, Subscriptions, or other recurring charge services.

121. Respondents shall not erect unreasonable barriers to cancellation or impede the effective operation of its stated cancellation procedures. Respondents shall honor cancellation requests that comply with such procedures.

122. Respondents shall, at least every two weeks, review all online mechanisms for cancelling memberships, Subscriptions, or other recurring charge services to ensure that they are functioning properly. Respondents shall promptly address any issues discovered during the review. Such review shall be documented, including how many days it takes to address any issues discovered.

123. In particular, Respondents shall ensure that their online Cancellation Mechanism meets the following standards:

- a. Respondents shall include an appropriately titled cancellation option under the “Account” section (or equivalent section) of a Consumer’s online account (e.g., “Cancellations” or “Cancel Subscription”).
- b. The cancellation option shall be displayed Clearly and Conspicuously and, if a Consumer is eligible to cancel, shall effectuate cancellations within the online account, without (in the Consumer’s perception) requiring Consumers to visit another webpage or continue the cancellation process to another medium (e.g., web chat or email).
- c. Where there is both a website and an application, such online cancellation option shall be available in the Account section for both the website and the application, provided that the application online cancellation option may be implemented by a link opening the website (i) to directly access an online Cancellation Mechanism or (ii) to a page describing all available Cancellation Mechanisms and including links to online Cancellation Mechanisms.

124. Within 72 hours of a Consumer cancelling their Subscription (including providing all necessary documentation for non-standard cancellations), Respondents shall provide a cancellation confirmation to the Consumer that includes the date the Consumer cancelled the Subscription and the date that the Consumer’s Subscription will end in a manner that is capable of being retained by the Consumer.

Compliance, Notice, & Training Requirements

125. Respondents’ Chief Compliance Officer or a designee shall have specific responsibility for ensuring that the terms of the Assurance are satisfied.

126. Respondents shall establish and implement written policies and procedures designed to ensure compliance with the terms of this Assurance.

127. Respondents shall contractually require the any third-party contractors to comply with all applicable laws and Respondents shall take reasonable steps to ensure that any third-party contractors comply with the requirements of this Assurance. Nothing in this paragraph shall require Respondents to refer directly to this Assurance in such contracts or provide such third-party contractors with a copy of this Assurance.

128. Respondents shall enforce compliance with the requirements of this Assurance. This shall include taking the steps detailed below (i) within ninety (90) days of the Effective Date of this Assurance for existing employees and at least biennially thereafter, (ii) within ninety (90) days of the start date for all future employees and at least biennially thereafter, and (iii) for subsection (a) biennially thereafter for the next ten (10) years:

- a. Distributing a copy of this Assurance to all (i) manager-level and above employees (including but not limited to club managers, regional managers, and directors) (ii) board members, and (iii) personnel that interact with Consumers or are responsible for Consumer advertising, including but not limited to sales personnel, customer service staff, managers, ad buyers, ad designers, marketing staff, and web service staff;
- b. Providing and requiring a training on the requirements of this Assurance and how to comply with those requirements for all (i) manager-level and above employees (including but not limited to club managers, regional managers, and directors), and (ii) personnel that interact with Consumers or are responsible for Consumer advertising, including but not limited to sales personnel, customer service staff, managers, ad buyers, ad designers, marketing staff, and web service staff; for the avoidance of doubt, nothing in this paragraph shall require the Respondents to refer directly to this Assurance in such training; and

- c. maintaining records evidencing the compliance with this paragraph. Such records shall indicate the day each individual completed training, received a document, or received a notice.

PENALTY & PAYMENT

129. Respondents shall pay to the State of New York six hundred thousand dollars (\$600,000) in penalties, fees, and costs as follows:

- a. a payment of two hundred thousand dollars (\$200,000) shall be paid in full within 30 days of the Effective Date;
- b. a payment of two hundred thousand dollars (\$200,000) shall be paid in full by January 10, 2026;
- c. a payment of two hundred thousand dollars (\$200,000) shall be paid in full shall be paid in full by January 10, 2027.

130. Any payment shall reference AOD No. 24-099.

MONETARY RELIEF

131. Respondents shall make restitution to the following classes of subscribers to the products and services offered by Respondents, either directly or through one of its subsidiary brands (the “Restitution Classes”). Consumers who Subscribed to multiple Equinox services are eligible for one Restitution Class per Subscription they purchased; Consumers are only eligible for one Restitution Class per Subscription. Subscribers who meet the criteria for any of the Restitution Classes and have already received a refund of their Subscription fees in an amount equal to or greater than the amounts they would be entitled to as part of the Restitution Classes shall be excluded from the Restitution Classes for that Subscription. If any Consumer entitled to restitution is a current Equinox Member, Respondent may grant them an account credit in the restitution amount.

- a. U.S. consumers, with a “Home Club” in New York as set forth in their Membership Agreement or who registered a New York address during their Subscription, who (i) between February 9, 2021 and December 31, 2024, submitted a complaint regarding Respondents’ enrollment or cancellation policies or procedures to the OAG, BBB, FTC, or Respondents, and (ii) requested cancellation within four months of the complaint (before or after): such subscribers shall receive as restitution, a refund up to \$250 of one month’s charges and fees incurred after the earlier of the date of the complaint or date of the first cancellation request;
- b. U.S. consumers, with a “Home Club” in New York as set forth in their Membership Agreement or who registered a New York address during their Subscription, who (i) first became subscribers or who attempted to cancel their Subscription between February 9, 2021 and December 31, 2024, (ii) within 75 days of the Effective Date, contacts Equinox and Equinox+ at NewYorkAGclaims@equinox.com or SoulCycle at NewYorkAGclaims@soul-cycle.com, and (iii) within 60 days after contacting Equinox, Equinox+, or SoulCycle, provides Respondent with the phone number or email associated with their account; and submits, on a simple form provided by Respondents that attests under penalty of perjury, a complaint regarding Respondents’ enrollment or cancellation policies or procedures that are described in this Assurance such as “I have a complaint with [CHOOSE ONE: enrollment or cancellation] as described in AOD 24-099 regarding my subscription around [INSERT: date]”:
- Then, such subscribers shall receive as restitution a pro rata share of a \$300,000 restitution pool, up to a maximum of \$100 per consumer; provided, however, that no Consumer will be eligible for restitution under this subsection for a cancellation related claim where

Respondents have verified that the member's cancellation request was processed and the member was not charged after requesting cancellation.

132. To effectuate the restitution payments, Respondents shall (a) refund Consumers electronically, transmitting the full amount to the Consumer's last-known valid bank account or other financial account on file with Respondents including by effectuating a reverse charge on the Consumer's credit card; or if Respondents are unable to refund a Consumer electronically, then it shall (b) refund Consumers via hardcopy check, mailed to each Consumer's last known address on file with Respondents (via first-class mail, postage prepaid, address correction service requested with forwarding and return postage guaranteed) together with the Notice described in paragraph 134. If a hardcopy mailing is returned undeliverable, then Respondents must use standard address search methodologies such as re-checking Respondents' records and the Postal Service's National Change of Address database, and re-mail to any corrected and/or updated address within fifteen (15) days (the "Re-mailed Payments").

133. The restitution payments to consumers listed in paragraph 131(a) shall be issued within 195 days of the Effective Date. The restitution payments to consumers listed in paragraph 131(b) shall be issued within 195 days of the Effective Date following their timely submission of a simple form to the relevant Equinox entity. As required in paragraph 132, all Re-mailed Payments must be issued within 225 days of the Effective Date (the "Restitution Deadline").

134. Concurrent with payment described in the foregoing paragraph 131, Respondents shall send a notice ("Notice") by email (or if unavailable, by first class mail) to each Restitution Class member. The Notice shall describe the relief, including that such relief is restitution pursuant to this Assurance, and shall state the dollar amount to which the class member is entitled as a refund. It shall also state whether the payment will be made electronically or by hardcopy check, and the account

number or mailing address to which the payment will be sent, that any uncashed checks will be voided on the six-month anniversary of their issuance, and directions for the Consumer to submit updated account or address information if needed. Respondents shall inform the OAG about when it plans to send the Notice and provide the OAG with a copy of planned notices to consumers pursuant to this paragraph for the OAG's review and approval at least ten days prior to transmission.

135. Within ten days of the Restitution Deadline, Respondents shall provide the OAG a signed statement under penalty of perjury with an accounting of all restitution payments issued in accordance with this Assurance.

136. In the event that any restitution payments remain unpaid or uncashed on the six-month anniversary of the Restitution Deadline, all uncashed checks shall be voided. Once such uncashed checks have been voided, Respondents shall pay by wire transfer to the State of New York the value of the unpaid or uncashed restitution payments within 20 days of the six-month anniversary of the Restitution Deadline and such funds shall be retained by the OAG as penalties and costs or, at the OAG's discretion, be distributed as additional restitution. Respondents shall provide to the OAG an accounting of the unpaid and uncashed restitution payments which shall include the contact information Respondents used to reach the Consumers entitled to the restitution payments, the manner in which the payment was issued, and the reason the payment was not completed (*e.g.*, check returned or check not cashed).

137. Any payments and all correspondence related to this Assurance must reference Assurance No. 24-099.

MISCELLANEOUS

138. Respondents expressly agree and acknowledge that the OAG may initiate a subsequent investigation, civil action, or proceeding to enforce this Assurance, for violations of the Assurance, or if the Assurance is voided pursuant to paragraph 144, and agrees and acknowledges that in such event:

- a. any statute of limitations or other time-related defenses are tolled from and after the effective date of this Assurance;
- b. the OAG may use statements, documents or other materials produced or provided by the Respondents prior to or after the effective date of this Assurance, subject to any applicable work product or attorney-client privilege;
- c. any civil action or proceeding must be adjudicated by the courts of the State of New York, and that Respondents irrevocably and unconditionally waive any objection based upon personal jurisdiction, inconvenient forum, or venue; and
- d. evidence of a violation of this Assurance shall constitute prima facie proof of a violation of the applicable law pursuant to Executive Law § 63(15).

139. If a court of competent jurisdiction determines that the Respondents have violated the Assurance, the Respondents shall pay to the OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.

140. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of the Respondents. Respondents shall include in any such successor, assignment or transfer agreement a provision that binds the successor, assignee or transferee to the terms of the Assurance. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of the OAG, except where such assignment,

delegation, or transfer is part of a merger, acquisition, bankruptcy, or other transaction in which a third party assumes control of all of the Respondents' assets or a part thereof.

141. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

142. Any failure by the OAG to insist upon the strict performance by Respondents of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and the OAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by the Respondents.

143. All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance No. 24-099, and shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery; express courier; or electronic mail at an address designated in writing by the recipient, followed by postage prepaid mail, and shall be addressed as follows:

If to the Respondents, to:

Lawrence S. Rosen
Chief Legal Officer & Senior Vice President
The Equinox Group
31 Hudson Yards, 16th Fl.
New York, NY 10001

If to the OAG, to:

Bureau Chief
Bureau of Internet & Technology
28 Liberty Street
New York, NY 10005

144. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to the OAG by the Respondents and their counsel and the OAG's own factual investigation as set forth in Findings, paragraphs 1- 107 above. The Respondents represent and warrant that neither it nor its counsel has made any material representations to the OAG that are inaccurate or misleading. If any material representations by Respondents or its counsel are later found to be inaccurate or misleading, this Assurance is voidable by the OAG in its sole discretion.

145. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by the Respondents in agreeing to this Assurance.

146. The Respondents represent and warrant, through the signatures below, that the terms and conditions of this Assurance are duly approved. Respondents further represent and warrant that Lawrence S. Rosen, as the signatory to this Assurance, is a duly authorized officer acting at the direction of the Board of Directors of Respondents.

147. Nothing in this Agreement shall relieve Respondents of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

148. Respondents shall not make or permit to be made any public statement denying, directly or indirectly, the propriety of this Assurance or the OAG investigation. Nothing in this paragraph affects Respondents' (i) testimonial obligations or (ii) right to take positions in defense of litigation or other legal proceedings to which the OAG is not a party. This Assurance is not intended for use by any third party in any other proceeding.

149. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that the Respondents violate the Assurance after its effective date.

150. This Assurance may not be amended except by an instrument in writing signed on behalf of the Parties to this Assurance.

151. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

152. Respondents acknowledge that they have entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

153. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

154. The Assurance and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

155. This Assurance may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Assurance, all of which shall constitute one agreement to be valid as of the effective date of this Assurance. For purposes of this Assurance, copies of signatures shall be treated the same as originals. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Assurance and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

156. The Effective Date of this Assurance shall be the date of the last signature to this agreement.

LETITIA JAMES
ATTORNEY GENERAL OF THE
STATE OF NEW YORK



By: Gena Feist
Assistant Attorney General
Bureau of Internet and Technology
Office of the New York State
Attorney General
28 Liberty St.
New York, NY 10005

May 19, 2025

Date

THE EQUINOX GROUP



By: Lawrence S. Rosen
Chief Legal Officer (interim) & Senior
Vice President
The Equinox Group
31 Hudson Yards, 16th Fl.
New York, NY 10001

May 15, 2025

Date