

ACADEMY FOR MARTIAL AND INTELLECTUAL SCIENCES AND ARTS, LLC

TERMS OF SERVICE

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2999 South Virginia Street, 2nd Floor Studio | Reno, NV 89502

dynamicdefenseclub@gmail.com | 775-470-1890 | amisa.online

IMPORTANT NOTICE: AMISA programs involve martial arts training, physical activity, and in-school enrichment instruction. These Terms include assumption of risk, release of liability, indemnification, limitation of liability, **binding arbitration**, and a **class action waiver** that materially affect your legal rights, including your right to bring a lawsuit in court and to participate in a class action. Please read carefully before enrolling or participating.

1. Definitions

For purposes of these Terms, the following definitions apply:

“AMISA,” “we,” “us,” or “our” means Academy for Martial and Intellectual Sciences and Arts, LLC, and its owners, officers, directors, managers, instructors, staff, agents, contractors, volunteers, affiliates, partner facilities, and school partners, including their respective employees and agents.

“You” or “your” means any user of the Services, including students, parents, guardians, visitors, observers, and any person who participates in or attends AMISA-related activities.

“Services” means all AMISA offerings, including websites, accounts, subscriptions, memberships, purchases, classes, instruction, events, partner-facility programs, school-based enrichment programs (including Dynamic Defense Club), Online Materials, the Wix Bookings scheduling system, merchandise and gear sales, communications, and media.

“Facilities” means all locations where AMISA operates, whether currently active or added in the future, including: European Fitness Center, 2999 South Virginia Street, 2nd Floor Studio, Reno, NV 89502; all school-based partner sites, including Coral Academy of Science campuses; sites operated in coordination with third-party after-school care providers; and any additional partner facility, school, or location at which AMISA delivers programming from time to time. AMISA may add, change, or discontinue Facilities at any time.

“Third-Party Program Partner” means any independent organization through which, or in coordination with which, AMISA delivers programming at a partner site — including on-site after-school care providers, school districts, charter school operators, and partner fitness facilities. Third-Party Program Partners operate independently of AMISA and maintain their own policies, rules, enrollment systems, and terms, which apply in addition to these Terms.

“Minor” means any person under 18 years of age.

“Parent/Guardian” means the parent, legal guardian, or other adult with legal authority over a Minor participant.

“Participant” means any person who trains, attends class, participates in activities, or is present in designated training areas.

“Wix Platform” means Wix.com, Inc. and its website builder, hosting infrastructure, member account management system, Wix Bookings scheduling platform, online store, payment processing integration, and all related services used to operate amisa.online. The Wix Platform is operated independently by Wix.com, Inc. and is subject to Wix.com’s own Terms of Use and Privacy Policy, available at wix.com/about/terms-of-use and wix.com/about/privacy.

“Family Account” means a single Wix member account created and controlled by a Parent/Guardian on amisa.online, under which one or more enrolled students in the same household may be registered. A Family Account is associated with a parent or guardian email address. AMISA does not issue email addresses to student participants, and Minors may not independently create accounts.

“Online Materials” means the digital resources AMISA makes available to actively enrolled, paying students through amisa.online, consisting of the digitized Youth Student Handbook, the digitized Adult Student Handbook, and, when released, the Video Archive. Online Materials are supplemental reference resources only.

“Video Archive” means the structured archive of technique reference videos described in Section 23. The Video Archive is currently under development and is not yet available.

“Physical Curriculum Materials” means printed handouts, student workbooks, rank requirement checklists, technique cards, vocabulary flashcards, and any other tangible instructional materials distributed to students at class sessions. Physical Curriculum Materials are the student’s authoritative curriculum and progress record and are intended as the student’s lifelong martial arts training reference.

“Community Needs Scholarship” means AMISA’s internally funded, needs-based free-tuition program described in Section 32.

2. Acceptance; Capacity; Parent/Guardian Agreement

By accessing any Services, enrolling in any program, or allowing a Minor to participate, you agree to these Terms in their entirety. If you are enrolling a Minor, you represent that you are the Minor’s parent or legal guardian with full legal authority to bind the Minor to these Terms. You accept full personal and financial responsibility for the Minor’s compliance, safety, and participation.

If you do not agree to these Terms in full, do not use the Services, enroll, or permit participation.

3. Incorporated Policies

These Terms incorporate by reference, as applicable:

- Privacy Policy (including COPPA and FERPA provisions)
- Participant Waiver and Release
- Program and Plan Policies (including Dynamic Defense Club)
- Refund and Cancellation Policies
- Safety, Uniform, Equipment, and Conduct Rules
- Community Needs Scholarship Terms and Application Requirements
- Partner Facility Rules (European Fitness Center and all school-based sites)
- School and district policies applicable at each partner school site
- Policies of any Third-Party Program Partner at the applicable site

Where a conflict exists, the more specific policy governing the applicable Service or program controls.

4. Changes to Services or Terms

AMISA may modify Services, schedules, locations, instructors, pricing, eligibility, program content, or these Terms at any time. Changes become effective upon posting to amisa.online or upon other notice we provide. Continued use of Services after changes constitutes acceptance.

Pricing changes affecting active subscriptions. Where a change increases the recurring price of an active subscription or membership, AMISA will provide advance notice by email to the address on file before the increased amount is charged, and you may cancel prior to the effective date in accordance with Section 8.

5. Eligibility; Enrollment; Program Placement

Program participation may require age eligibility, rank prerequisites, safety clearances, school or district approval, Third-Party Program Partner approval, and completed enrollment documentation. AMISA may deny, restrict, suspend, or terminate enrollment or access for any lawful reason, including safety concerns, policy violations, misrepresentation, nonpayment, or program disruption.

School-Based and Partner-Site Programs: Participation in school-site and partner-site programs (including Dynamic Defense Club) requires school, district, and/or Third-Party Program Partner approval, partner-site agreements, roster verification, and compliance with all applicable site policies. AMISA does not guarantee placement at any school or partner site. Site schedules, space availability, staffing, and partner-site conditions may affect or end program delivery at any time without liability to AMISA.

Enrollment capacity. All enrollment, including scholarship enrollment, is subject to available class capacity, instructor availability, and site constraints. AMISA does not guarantee a place in any class, program, or location.

6. Facility and Site-Specific Rules

6.1 European Fitness Center

When programs are conducted at European Fitness Center (2999 South Virginia Street, 2nd Floor Studio, Reno, NV 89502), participants must comply with all European Fitness Center facility rules, posted signage, and staff directives in addition to AMISA policies. AMISA is not responsible for facility access changes, closures, or conditions outside its control.

6.2 School-Based and Partner Sites

When programs are conducted at school or partner sites, participants must comply with all applicable school, district, and Third-Party Program Partner policies, codes of conduct, safety protocols, and access rules, in addition to AMISA policies. Site rules may be stricter than AMISA's general policies and take precedence at those locations.

6.3 Multiple and Future Sites

AMISA operates at multiple locations and may add, relocate, consolidate, or discontinue sites at any time. Enrollment at one site does not create any right to enrollment, transfer, make-up sessions, or equivalent programming at any other site. Program content, schedule, class length, instructor assignment, and available ranks may differ between sites.

Transportation to and from any program site is the sole responsibility of the Parent/Guardian unless explicitly stated otherwise in writing by AMISA.

7. Accounts; Family Accounts; Identity; Fraud

7.1 Accurate Information

You agree to provide accurate, complete, and current information for all accounts and in all interactions with AMISA Services. You are responsible for all activity under your account and for maintaining the security of your account credentials.

7.2 Family Account Structure

AMISA uses a Family Account model. A Parent/Guardian creates and controls a single account on amisa.online, under which one or more enrolled students in the same household may be registered. The following apply:

- Accounts for households enrolling Minors must be created and controlled by a Parent/Guardian. Minors may not independently create accounts.
- All accounts require a valid parent or guardian email address as the account credential. AMISA does not issue email addresses to student participants.
- Each enrolled student must be individually registered and separately enrolled in an applicable tuition plan, even where multiple students share a single Family Account.
- The Parent/Guardian is responsible for keeping student rosters, ages, emergency contacts, and authorized pick-up information current within the account.

7.3 Attendance and Progress Records

Attendance and rank progression are recorded and determined by AMISA instructors. The student's Physical Curriculum Materials and the instructor's contemporaneous records are the authoritative record of attendance, curriculum completion, and rank progression. Any scheduling, booking, or account information displayed online is provided for convenience only and is not a substitute for, and does not override, the instructor's records.

7.4 Wix Platform Accounts

Account creation, login authentication, member data management, scheduling, and payment processing on amisa.online are provided through the Wix Platform. By creating an account, you acknowledge that account data is processed by Wix.com in accordance with Wix.com's platform-level Terms of Use and Privacy Policy in addition to AMISA's Privacy Policy. AMISA does not control Wix.com's independent platform-level data handling practices.

7.5 Fraud and Misrepresentation

Any attempt to falsify eligibility, misrepresent identity or household composition, misrepresent income or financial need, manipulate rosters or attendance records, or manipulate payment systems may result in immediate termination, removal from all programs, revocation of any scholarship, and referral to appropriate authorities. Refunds may be denied where permitted by law.

8. Payments; Subscriptions; Automatic Renewal; Cancellation

Fees, subscriptions, and payment schedules are disclosed at the time of enrollment or purchase. You authorize AMISA and its payment processors to charge your payment method for all amounts due, including recurring renewals where applicable. You are responsible for all applicable taxes, bank fees, and chargeback fees.

Automatic renewal. Tuition subscriptions and memberships renew automatically at the then-current rate and billing interval disclosed at enrollment, and continue until cancelled. By enrolling in a recurring plan, you expressly authorize these recurring charges until you cancel.

Renewal reminders. AMISA sends automated renewal reminder notices by email to the address associated with your account in advance of recurring charges. It is your responsibility to maintain a current, monitored email address on your account. Failure to receive a reminder, including as a result of an outdated email address or a message filtered by your email provider, does not suspend, delay, or cancel a recurring charge.

Cancellation at any time. You may cancel a recurring plan at any time directly through your account on amisa.online, or by written notice to dynamicdefenseclub@gmail.com. No cancellation fee applies. Cancellation takes effect at the end of the then-current paid billing period; access to classes and Online Materials continues through that period and then ends. Cancellation stops future charges but does not entitle you to a refund of amounts already charged except as provided in Section 9 or as required by law.

Separately billed items. Certain items are billed separately from tuition and may require separate checkout transactions, including uniforms, patches, and other gear; testing or promotion fees; private instruction; and competition training. Enrollment in a tuition plan does not include these items.

Nonpayment or chargeback. Failed payments, reversals, or chargebacks may result in immediate suspension of Services and access until fully resolved, and may result in the student ceasing to be an eligible covered participant under Section 16.

9. Cancellations; Refunds; Program Credits

Refund and cancellation eligibility is governed by the policy applicable to the specific program or plan at the time of enrollment. Access to Online Materials may be reduced or revoked upon cancellation, nonpayment, suspension, or refund. AMISA may issue refunds or credits at its sole discretion where legally permitted. AMISA is not responsible for delays or limitations caused by third-party payment processors.

Non-refundable items. Physical Curriculum Materials — including printed handouts, student workbooks, and other tangible instructional materials that have been distributed to a student at any class session — are non-refundable once issued, regardless of the reason for cancellation. Uniforms, patches, and gear are subject to the return policy stated at the time of purchase. Testing and promotion fees are non-refundable once testing has occurred.

Insurance portion of tuition. Participant accident coverage is provided under a blanket policy for which AMISA pays premium to the insurer (see Section 16). The portion of any tuition payment attributable to that coverage is non-refundable once coverage has been in effect for the applicable period, and no refund or credit of any insurance component is available upon cancellation.

10. Scheduling; Attendance; Make-Ups

10.1 Schedule Changes

Class schedules may change due to instructor availability, school-site constraints, facility access, weather, emergencies, or operational needs. Missed sessions, tardiness, and make-up eligibility are governed by program policy. AMISA does not guarantee make-up sessions or make-up equivalencies across programs, sites, or partner locations.

10.2 Attendance Recording

Attendance is recorded by the instructor at each class session. Where AMISA makes online scheduling or booking tools available, those tools are provided for convenience and administrative planning; they are not the authoritative attendance record. AMISA makes reasonable efforts to maintain accurate records but does not guarantee the completeness or accuracy of any online scheduling or attendance display.

10.3 Physical Workbook as Authoritative Record

A student's Physical Curriculum Materials, including attendance and progress notations made by the instructor in the student's workbook, constitute the authoritative attendance and progress record. In the event of a discrepancy between any digital display and the physical or instructor record, the matter will be reviewed by the head instructor, whose determination is final.

11. Health, Medical Fitness, and Self-Assessment

You represent and warrant that you — and any Minor you enroll — are medically and physically able to participate in martial arts training. You are solely responsible for consulting a qualified medical professional before participation. AMISA does not provide medical advice.

You must disclose relevant medical conditions, limitations, allergies, medications, and physical restrictions that could affect safety before participation begins, and must promptly update AMISA if those change. Failure to disclose increases risk and does not create any liability for AMISA. You must immediately stop participation if pain, dizziness, injury, illness, or unsafe conditions arise.

Maintaining your own health coverage remains your responsibility. The participant accident coverage described in Section 16 is limited, accident-only, excess coverage — it pays only after your own insurance and is not comprehensive health insurance.

12. Safety Rules; Instructor Authority

All Participants must follow instructor directions, posted rules, facility regulations, and safety protocols at all times. Martial arts techniques carry inherent physical risk. Instructors hold authority to limit, modify, or stop any activity for safety reasons, and to pair, separate, or restrict participants as they judge appropriate for safety. Refusal to comply with instructor directives is grounds for immediate removal.

13. Minors: Supervision, Drop-Off, Pick-Up, and Conduct

Parents/Guardians are responsible for:

- Timely drop-off and pick-up in compliance with program rules and partner-site policies
- Ensuring all authorized pick-up persons are documented with AMISA in advance and kept current
- Supervising Minors outside designated instructional times and areas

AMISA is not responsible for Minors who arrive early, remain after designated program hours, leave approved areas, or are supervised by unauthorized individuals. At school and partner sites, AMISA's supervision responsibility is limited strictly to designated program hours and approved instructional spaces; outside those hours and spaces, supervision is the responsibility of the Parent/Guardian, the school, or the applicable Third-Party Program Partner. Minors must follow all conduct rules. Disruptive or unsafe behavior may result in suspension or permanent termination.

14. School-Based and Partner-Site Programs (Including Dynamic Defense Club)

School-site and partner-site programs operate under constraints that may change without notice. You acknowledge:

- Site schedules, space availability, staffing, and access may change at any time and without advance notice.
 - School, district, and Third-Party Program Partner rules apply at all such sites and may be stricter than AMISA's general policies.
 - AMISA may rely on rosters, emergency contact information, and release lists provided by school administration or a Third-Party Program Partner, but is not responsible for inaccuracies in third-party records.
 - Participation at any site is contingent on continued school, district, and/or Third-Party Program Partner approval, which may be withdrawn at any time without liability to AMISA.
 - Where enrollment, payment, or attendance is administered by a Third-Party Program Partner rather than by AMISA, that partner's terms, billing practices, and refund policies govern those transactions, and AMISA is not responsible for them.
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15. Minor Participant Data; School Records; FERPA; COPPA

AMISA acknowledges that school-based programs may involve access to student directory information and related records in coordination with partner school administration. AMISA operates as a service provider to partner schools and handles student information in accordance with applicable legal requirements. AMISA does not independently access, collect, or use student education records except as necessary to deliver contracted program services and as permitted by school policy and applicable law, including the Family Educational Rights and Privacy Act (FERPA) where applicable.

Parents/Guardians retain rights regarding their child's education records as provided under applicable law and school policy. Inquiries regarding student records held by a partner school should be directed to the school administration.

Children's online privacy. Accounts on amisa.online are created and controlled by a Parent/Guardian, and AMISA does not knowingly permit Minors to create accounts or submit personal information online directly. Where AMISA collects personal information online relating to a child under 13, it does so through the Parent/Guardian and in accordance with the Children's Online Privacy Protection Act (COPPA) and AMISA's Privacy Policy. A Parent/Guardian may review, request deletion of, or refuse further collection of their child's information by contacting dynamicdefenseclub@gmail.com.

16. Participant Accident Insurance

16.1 Coverage Included in Tuition

Participant accident coverage is provided for enrolled students, and its cost is included in the monthly student tuition plan. No separate insurance purchase, separate enrollment, or separate checkout is required.

Coverage is provided under a **Blanket Accident Policy issued by Great American Insurance Company** to AMISA as Policyholder (Policy Number BSR-F458477-00, Nevada). Coverage applies to participants while participating in **scheduled, sponsored, and supervised activities of AMISA, including direct travel to and from those activities.**

16.2 Eligibility — Enrollment Records Requirement

Under the policy, covered participants are those **whose names are on file with AMISA and for whom premium has been paid**. Accordingly:

- A student must be currently and accurately listed in AMISA's enrollment records to be covered. The Parent/Guardian is responsible for providing accurate enrollment information and promptly notifying AMISA of any change.
- Coverage for a student may end when the student ceases to be an enrolled participant, including upon cancellation, withdrawal, suspension, termination, or nonpayment. Participation is not permitted without coverage in effect.
- The policy term runs from **February 25, 2026 through February 24, 2027**, and coverage is contingent on the policy remaining in force and premium being paid. Coverage terminates on the earliest of the policy termination date, the premium due date if premium is unpaid, or the date the student ceases to be an eligible participant.

16.3 Important Limitations — Read Carefully

THIS IS A LIMITED BENEFIT POLICY. IT PROVIDES BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENT ONLY. BENEFITS ARE NOT PAID FOR LOSS DUE TO SICKNESS. THIS POLICY DOES NOT CONSTITUTE COMPREHENSIVE HEALTH INSURANCE COVERAGE. THE COVERAGE PROVIDED BY THIS POLICY DOES NOT SATISFY THE INDIVIDUAL MANDATE OF THE AFFORDABLE CARE ACT BECAUSE IT DOES NOT MEET THE REQUIREMENTS OF MINIMUM ESSENTIAL COVERAGE.

The following features of the policy directly affect what a family may be required to pay out of pocket:

- **Excess (secondary) coverage.** This policy is **secondary to all other coverage**. Benefits are paid only after any deductible is satisfied and only for covered expenses **in excess of amounts paid or payable under any other benefit plan** — including your own health insurance, employer plan, HMO, or similar coverage. **You must submit medical bills to your own health and accident insurance first.**
- **\$250 deductible.** A **\$250 deductible applies per covered person, per injury**, and must be incurred as an out-of-pocket expense before Accident Medical Expense Benefits are payable.
- **Benefit limits.** Accident Medical Expense Benefit Maximum: **\$100,000**. Accidental Death & Dismemberment Principal Sum: **\$100,000**. Aggregate Benefit Maximum (applying to Accidental Death and Dismemberment Benefits): **\$500,000**.
- **Time limits on expenses.** The **first covered expense must be incurred within 90 days** after the covered accident, and covered charges must be incurred **within 52 weeks** of the covered accident.
- **Reasonable charges only.** No benefits are paid for expenses exceeding reasonable charges or for expenses that are not medically necessary.

16.4 Notable Exclusions

The policy contains exclusions and limitations that are set out in full in the policy documents. Families should be aware that the following are among the losses **not covered**:

- **Sickness, disease, or illness** of any kind, and medical or surgical treatment of it. This is accident-only coverage.
- **Overuse and gradual-onset injuries**, including bursitis, tendonitis, shin splints, stress fractures, sprains, strains, muscle tears, hernia, and repetitive motion injury; and treatment of injuries that develop over a period of time and are a normal, foreseeable result of participation in the activity.
- **Injuries occurring during participation in activities not sponsored by or under the supervision of AMISA.** Practicing techniques outside of scheduled, supervised AMISA instruction — including techniques seen in Online Materials — is not covered (see Section 23).

- Aggravation of a pre-existing injury during a covered activity, unless a written medical release from the covered person's physician is provided to the insurer.
- Mental and nervous disorders; treatment rendered by persons employed or retained by AMISA, or by an immediate family member or member of the covered person's household; and expenses payable under workers' compensation.
- Injury resulting from intentional self-inflicted injury, commission of a felony or assault or other illegal activity, or the covered person being legally intoxicated during the commission of or attempt to commit a felony.

16.5 Claims — Deadlines Apply

Claim deadlines are strict, and failure to meet them may reduce or eliminate benefits. If an injury occurs:

- **Notify AMISA immediately.** AMISA must complete and sign Part A of the Notice of Claim as the Policyholder's representative; the Parent/Guardian or adult claimant completes and signs Part B.
- **Written notice of claim must be given within 20 days** after the loss, or as soon thereafter as reasonably possible.
- **Written proof of loss must be furnished within 90 days** after the date of the loss.
- Claims are administered by **Co-Ordinated Benefit Plans (CBP)** on behalf of Great American Insurance Company. Claim forms may be submitted online at gaig.com/AHclaims or by email to GAICClaims@CBPInsure.com. For assistance, contact CBP at 1-877-477-4825.
- Because coverage is excess, bills must first be submitted to any other health or accident insurance, and the resulting Explanation of Benefits, denial, or deductible statement must be forwarded with the original bills.
- Acceptance of a claim form is not an admission or guarantee of coverage.

16.6 Required Notices; Policy Documents Control

The insurer's **Privacy Notice and Notice of Insurance Information Practices** and the **Nevada Life and Health Insurance Guaranty Association** disclaimer are provided to participants in connection with this coverage and are available from AMISA on request.

The policy documents control. This Section is a summary provided for convenience only. The actual terms, conditions, definitions, limits, deductibles, exclusions, and claims procedures of Policy Number BSR-F458477-00 govern in all cases, and in the event of any conflict between this summary and the policy, the policy controls. Coverage features and product availability may vary by state. A copy of the applicable policy documents is available from AMISA on request.

16.7 AMISA's Role; Disclaimers

- **AMISA is not the insurer.** AMISA does not underwrite, administer, adjudicate, approve, deny, or guarantee any claim, and is not responsible for the insurer's or claims administrator's determinations, timing, or payment.
- AMISA makes no representation or warranty regarding the scope, adequacy, sufficiency, or applicability of coverage to any particular injury or circumstance. **This coverage is not a substitute for the Participant's own health insurance.** Deductibles, amounts exceeding policy limits, and any expenses excluded from coverage remain the sole responsibility of the Participant or Parent/Guardian.
- AMISA does not provide insurance advice. Questions regarding coverage, claims, or policy terms should be directed to the claims administrator or the insurer.
- The covered person and any beneficiary agree to cooperate with the insurer's subrogation and reimbursement rights as provided in the policy, and must reimburse the insurer for payments made to the extent payment for the same covered loss is received from any other party.

16.8 Participant Waiver and Release

A separate Participant Waiver and Release must be completed and signed prior to the first class session. The Participant Waiver and Release incorporates the release, authorization, and acknowledgment language required in connection with the participant accident coverage described in this Section. The Participant Waiver is available at amisa.online/participant-waiver.

17. Assumption of Risk

You understand and voluntarily accept that participation in martial arts training and related physical activities involves inherent risks, including but not limited to:

- Sprains, strains, bruises, cuts, abrasions, and fractures
- Concussions and head, neck, or spinal injury
- Joint, ligament, and tendon injuries, including permanent damage
- Exposure to communicable illnesses
- Injury from falls, throws, takedowns, grappling, or striking techniques
- Injury from contact with other participants, mats, equipment, or facility structures
- Risks associated with travel to and from facility, school, and partner-site locations
- Risks arising from Participant behavior, including noncompliance or misuse of techniques
- Risk of serious injury, permanent disability, or death

You voluntarily assume all known and unknown, foreseeable and unforeseeable risks to the fullest extent permitted by Nevada law.

18. Release, Waiver, and Covenant Not to Sue

To the fullest extent permitted by law, you release and waive all claims — including claims based on alleged ordinary negligence — against AMISA, its owners, officers, managers, instructors, staff, contractors, agents, partner facilities (including European Fitness Center), Third-Party Program Partners, and all school-based partner sites and their staff, arising from or related to participation in or use of Services.

You agree not to initiate, assert, or maintain any legal claim against AMISA for injuries, damages, or losses arising from participation. This release does not apply to gross negligence, willful or wanton misconduct, or any liability that may not be released as a matter of law. Some jurisdictions restrict waiver of certain claims. These Terms apply to the maximum extent permitted by applicable law, and if any portion of this release is held unenforceable, the remainder continues in effect.

A separate Participant Waiver and Release document will be provided upon enrollment and must be completed prior to the first class session. See Section 16.

19. Emergency Medical Authorization

In the event of injury or illness occurring during AMISA instruction — whether at European Fitness Center (2999 South Virginia Street, 2nd Floor Studio, Reno, NV 89502) or at any school-based or partner site — you authorize AMISA to seek or facilitate emergency medical care for you or the Minor participant when you cannot be immediately reached. You agree to be financially responsible for all associated medical costs. You authorize AMISA to share necessary information with emergency responders and medical providers as required.

20. Participant Conduct; Zero-Tolerance Policy

Participants must not:

- Engage in unsafe behavior, bullying, harassment, intimidation, or assault inside or outside designated training areas
- Use or appear under the influence of drugs or alcohol
- Bring prohibited items, weapons, or contraband to any program site
- Disobey instructor directives or posted safety rules
- Misuse or demonstrate martial arts techniques outside approved training contexts
- Record, photograph, or livestream other participants without AMISA's prior permission and, for Minors, the permission of their Parent/Guardian

AMISA may immediately remove any person for safety or policy violations without refund. Conduct violations may also result in reduction, suspension, or revocation of a Community Needs Scholarship under Section 32.

21. Media; Photography; Video

Unless you submit an opt-out prior to participation, you grant AMISA permission to photograph or record Participant involvement in programs for instructional, administrative, and promotional use, without compensation. At school-based and partner sites, school and Third-Party Program Partner media policies take precedence and may impose stricter restrictions or require affirmative consent; AMISA will comply with all site-directed media limitations.

To opt out of media capture for yourself or a Minor participant, check the Media Opt-Out checkbox on the Participant Waiver form (amisa.online/participant-waiver) prior to the first class session. If a waiver has already been submitted without selecting the opt-out, written notice may also be submitted to dynamicdefenseclub@gmail.com. Opt-out requests do not apply retroactively to media already captured, published, or distributed.

22. Digital Platform Infrastructure — Wix.com

The AMISA website and all associated digital services — including member accounts, scheduling, online store, payment processing, and form management — are built on and operated through the Wix Platform (Wix.com, Inc.). Wix.com provides the underlying infrastructure for amisa.online.

Use of amisa.online is subject to Wix.com's Terms of Use and Privacy Policy in addition to these Terms. AMISA does not control Wix.com's independent platform operations and is not responsible for platform-level outages, service interruptions, changes to Wix.com services, data loss, or Wix.com's independent data handling practices.

Wix.com's current policies are available at: Terms of Use — wix.com/about/terms-of-use; Privacy Policy — wix.com/about/privacy.

Parents and guardians with platform-specific data concerns are encouraged to review Wix.com's policies directly and direct platform-level inquiries to Wix.com. AMISA-specific concerns should be directed to dynamicdefenseclub@gmail.com.

23. Online Materials — Digital Handbooks and Video Archive

23.1 Currently Available

The only Online Materials currently available to enrolled students are the **digitized Youth Student Handbook** and the **digitized Adult Student Handbook**, accessible on amisa.online to actively enrolled, paying students only. No other online curriculum, course, or instructional platform is currently offered.

23.2 Video Archive — Under Development

AMISA is developing a **Video Archive**: a structured reference archive of technique videos available to actively enrolled, paying students. The Video Archive is **not yet released**. When available, it will consist of:

- Reference videos of primary techniques taught within the AMISA curriculum; and
- Supplemental technique material that AMISA instructors consider useful for student review, which may include material produced by AMISA or, where appropriate, material originating from third parties.

23.3 Nature and Limitations of the Video Archive

The Video Archive is a **reference archive only**. It is not a course, program, certification, or substitute for in-person instruction, and enrollment in it is not separately available.

- **AMISA does not provide online progress tracking, online quizzes, digital rank tracking, automated completion records, or online certification of any kind.** No online activity affects rank (see Section 24).
- Techniques appearing in the Video Archive are provided for review and reference by students who have received, or will receive, corresponding in-person instruction. **Students must not attempt techniques from the Video Archive without appropriate in-person instruction and supervision.** Attempting techniques without qualified supervision materially increases the risk of serious injury, and the assumption of risk, release, and limitation of liability provisions in Sections 17, 18, and 28 apply fully to any such use. **Note also that injuries occurring during activities not sponsored by or supervised by AMISA are excluded from the participant accident coverage described in Section 16.**
- AMISA makes no guarantee regarding the release date, content quantity, comprehensiveness, ordering, or continued availability of the Video Archive or any item within it. Content may be added, modified, restricted, or removed at any time without notice.

23.4 Third-Party Content

Where the Video Archive includes or links to material originating from third parties, that material remains the property of its respective owner. Inclusion does not constitute a claim of ownership by AMISA, an endorsement of the source, or a representation regarding the accuracy, safety, or suitability of that material. Third-party material may be removed at any time, including at the request of its owner. Third-party content may also be subject to the terms of the platform on which it is hosted.

23.5 Access, Restrictions, and Physical Materials

- Access to all Online Materials is a limited, revocable, non-transferable privilege granted only during active, paid, authorized enrollment, and ends automatically upon cancellation, nonpayment, suspension, or termination.
 - Online Materials may not be downloaded, recorded, screen-captured, copied, shared, redistributed, or used to instruct others. Account credentials may not be shared outside the enrolled household.
 - **Physical Curriculum Materials remain the student's primary and authoritative curriculum and progress record.** Online Materials are supplemental only and do not replace them.
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24. Rank Advancement

All rank advancement decisions are made exclusively by AMISA-authorized instructors. No online activity, video viewing, attendance metric, scheduling record, or automated calculation constitutes or entitles a student to rank advancement. Rank is awarded only through formal instructor evaluation and approval.

Rank advancement is based on instructor evaluation of demonstrated technique, understanding, conduct, consistency of attendance, and readiness, together with the student's Physical Curriculum Materials record. AMISA's head instructor's determination regarding rank advancement is final.

AMISA does not guarantee any rank advancement timeline, testing schedule, or promotion outcome. Testing or promotion fees, where applicable, are separate from tuition and are non-refundable once testing has occurred.

AMISA reserves the right to modify curriculum, rank requirements, and advancement procedures at any time. Notice of material changes will be provided through the site.

25. Intellectual Property

All AMISA curriculum, videos, documents, handbooks, branding, logos, program materials, and Online Materials are owned by AMISA or its licensors and may not be copied, recorded, downloaded, screen-captured, redistributed, resold, publicly displayed, or used to teach or train others without prior written permission. Limited, revocable, non-transferable personal-use access is granted only during active, authorized enrollment and terminates automatically upon cancellation or termination.

Certain instructional systems, methods, and materials taught at AMISA are the separately owned intellectual property of their creator and are licensed for instructional use at AMISA. Nothing in these Terms transfers any ownership, license, or right in that intellectual property to any student, Parent/Guardian, or third party.

Third-party material appearing within Online Materials remains the property of its respective owner, as described in Section 23.4.

Unauthorized recording of classes, instruction, or Online Materials is prohibited and is grounds for immediate termination without refund.

26. Indemnification

You agree to indemnify, defend, and hold harmless AMISA and its owners, officers, managers, instructors, staff, contractors, Third-Party Program Partners, and partner-site operators from any claims, damages, losses, liabilities, costs, and reasonable attorney fees arising from: (a) your or the Minor's participation; (b) your breach of these Terms; (c) your misrepresentation or fraud, including misrepresentation in any scholarship application; (d) your use or misuse of Online Materials; or (e) claims brought by third parties related to your or the Minor's conduct.

27. Disclaimers

Services are provided "as is" and "as available." To the maximum extent permitted by law, AMISA disclaims all warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

AMISA does not guarantee specific outcomes, rank advancement timelines, fitness results, self-defense effectiveness, competitive results, or behavioral or academic improvements. All instruction is educational and training-oriented. Real-world outcomes depend on many individual factors outside AMISA's control. Nothing taught at AMISA authorizes the use of force outside the bounds of applicable law, and AMISA is not responsible for any Participant's use or misuse of techniques.

28. Limitation of Liability

To the maximum extent permitted by applicable law: (a) AMISA is not liable for indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profits, lost data, or loss of goodwill; and (b) AMISA's total aggregate liability for any and all claims related to Services will not exceed the total amount paid to AMISA for the applicable Service in the ninety (90) days preceding the event giving rise to the claim.

These limitations apply regardless of the theory of liability and even if a limited remedy fails of its essential purpose. Some jurisdictions do not allow certain limitations, in which case this section applies to the maximum extent permitted.

29. Force Majeure

AMISA is not responsible for delays or inability to perform due to events beyond its reasonable control, including weather, natural disasters, epidemics or pandemics, government orders, school, district, partner, or facility closure, loss of a partner-site agreement, utility or platform failures, labor shortages, or instructor unavailability. Where programming is suspended for such reasons, AMISA may, at its discretion, provide credits, rescheduling, or alternate delivery in lieu of refunds, to the extent permitted by law.

30. Dispute Resolution; Binding Arbitration; Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT REQUIRES DISPUTES TO BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION RATHER THAN IN COURT, WAIVES YOUR RIGHT TO A JURY TRIAL, AND WAIVES YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION. IT ALSO CONTAINS A 30-DAY RIGHT TO OPT OUT OF ARBITRATION, DESCRIBED IN SECTION 30.8.

30.1 Governing Law

These Terms, and any dispute arising out of or relating to them or to the Services, are governed by the laws of the State of Nevada, without regard to conflict-of-law principles. The Federal Arbitration Act governs the interpretation and enforcement of the arbitration provisions in this Section.

30.2 Informal Resolution Required First

Before initiating arbitration or any other proceeding, you agree to first send written notice to AMISA at dynamicdefenseclub@gmail.com describing (a) the nature and basis of the dispute, (b) the specific facts giving rise to it, and (c) the specific relief sought. AMISA will make a good-faith effort to resolve the matter. Neither party may commence arbitration until thirty (30) days after such notice is sent. This informal resolution period is a condition precedent to arbitration, and the applicable limitations period is tolled during it.

30.3 Agreement to Arbitrate

Except as expressly provided in Section 30.7, **you and AMISA agree that any and all disputes, claims, or controversies arising out of or relating in any way to these Terms, the Services, any enrollment, any purchase, any billing or payment, any marketing or communication, any participation by you or a Minor you enroll, or the relationship between the parties — whether based in contract, tort, negligence, statute, fraud, misrepresentation, or any other legal theory, and whether arising before, during, or after the termination of these Terms — shall be resolved exclusively by final and binding individual arbitration**, and not in a court of law.

This agreement to arbitrate is intended to be broadly interpreted. It applies to claims against AMISA and its owners, officers, managers, members, instructors, staff, contractors, agents, affiliates, successors, and assigns, each of whom is an intended third-party beneficiary of this Section.

30.4 Arbitration Procedure

- Arbitration will be administered by the **American Arbitration Association (“AAA”)** under its Consumer Arbitration Rules then in effect, as modified by these Terms. The AAA’s rules and filing forms are available at adr.org.
- The arbitration will be conducted by a **single neutral arbitrator**.
- The arbitration will take place in **Washoe County, Nevada**, or, at your election, by telephone, videoconference, or on the basis of written submissions where permitted by the applicable rules.
- The arbitrator has exclusive authority to resolve any dispute regarding the interpretation, applicability, enforceability, scope, or formation of this arbitration agreement, **except** that a court of competent jurisdiction shall decide any challenge to the enforceability of the Class Action Waiver in Section 30.5.
- The arbitrator may award any relief available in an individual action under applicable law, but **may not award relief to, or on behalf of, anyone who is not a party to the individual arbitration**. The arbitrator shall issue a written decision stating the essential findings and conclusions.
- Judgment on the arbitrator’s award may be entered in any court having jurisdiction. The arbitrator’s decision is final and binding, subject only to the limited review available under the Federal Arbitration Act.
- Arbitration filing, administrative, and arbitrator fees are governed by the AAA Consumer Arbitration Rules, including any provisions allocating the majority of such fees to the business. Each party otherwise bears its own attorneys’ fees and costs unless applicable law or the arbitrator’s award provides otherwise.

30.5 Class Action Waiver

YOU AND AMISA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDING. The arbitrator may not consolidate the claims of more than one person, and may not otherwise preside over any form of a representative or class proceeding.

If a court determines that this Class Action Waiver is unenforceable as to a particular claim or request for relief, then that claim or request for relief — and only that claim or request for relief — shall be severed from the arbitration and brought in a court of competent jurisdiction in Washoe County, Nevada, with all other claims remaining subject to arbitration. **The parties agree that this Class Action Waiver is a material and non-severable part of the agreement to arbitrate; if the Class Action Waiver is found unenforceable in its entirety, then the agreement to arbitrate in Section 30.3 shall be null and void as to the affected claims.**

30.6 Jury Trial Waiver

TO THE EXTENT ANY CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, YOU AND AMISA EACH KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO THAT CLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW.

30.7 Exceptions to Arbitration

Notwithstanding the foregoing, either party may:

- Bring an individual action in **small claims court** in Washoe County, Nevada, so long as the claim remains individual and within that court's jurisdictional limits;
- Seek **injunctive or other equitable relief** in a court of competent jurisdiction to prevent actual or threatened infringement, misappropriation, or unauthorized use or disclosure of intellectual property or confidential information;
- Pursue any claim that, as a matter of applicable law, may not be compelled to arbitration.

30.8 Your Right to Opt Out of Arbitration

You may opt out of the arbitration agreement and Class Action Waiver in Sections 30.3 through 30.6 by sending written notice to dynamicdefenseclub@gmail.com, or by mail to AMISA at 2999 South Virginia Street, 2nd Floor Studio, Reno, NV 89502, **within thirty (30) days** of the date you first accept these Terms or first enroll, whichever is earlier. The notice must include your full name, the name of any enrolled student, the email address associated with your account, and a clear statement that you wish to opt out of arbitration.

Opting out affects only Sections 30.3 through 30.6. All other provisions of these Terms, including Sections 30.1, 30.2, 30.9, 30.10, and 30.11, remain in full effect. Opting out will not affect your enrollment, standing, or treatment at AMISA in any way.

30.9 Time Limitation on Claims

To the fullest extent permitted by applicable law, any claim arising out of or relating to these Terms or the Services must be commenced within **one (1) year** after the claim arose, or it is permanently barred. Where applicable law does not permit shortening of the limitations period for a particular claim, the shortest period permitted by law applies to that claim.

30.10 Venue for Non-Arbitrable Matters

Any claim not subject to arbitration — including claims severed under Section 30.5, claims within Section 30.7, and claims brought by a party who has validly opted out under Section 30.8 — shall be brought exclusively in a state or federal court of competent jurisdiction located in **Washoe County, Nevada**. You consent to personal jurisdiction and venue in Washoe County, Nevada, and waive any objection based on inconvenient forum.

30.11 Survival

This Section 30 survives termination of these Terms, cancellation of enrollment, and the end of any student's participation in AMISA programs.

31. Severability; No Waiver; Assignment; Entire Agreement

If any provision is held unenforceable, that provision will be limited or severed to the minimum extent necessary and the remaining provisions remain in full force, except as otherwise expressly provided in Section 30.5. Failure to enforce any provision at any time is not a waiver of that provision. You may not assign or transfer these Terms or any enrollment; AMISA may assign these Terms in connection with a merger, acquisition, reorganization, or sale of assets. These Terms, together with all incorporated policies and any signed program-specific agreements, constitute the entire agreement between you and AMISA regarding the Services and supersede all prior versions.

32. Community Needs Scholarship

32.1 Program Description and Funding

The Community Needs Scholarship provides free enrollment — no tuition cost — to qualifying individuals or families across AMISA’s Adult program and the Dynamic Defense Club (DDC) youth program, based on demonstrated financial need.

This program is funded entirely and voluntarily by AMISA, at AMISA’s own discretion. It is not funded by public donations, third-party contributions, or any outside source. No money changes hands, and no funds are solicited from or accepted from the public in connection with this program.

Submitting an application does not guarantee approval. All scholarship decisions, including eligibility determinations, are made at the sole discretion of AMISA Leadership, based on the criteria below and available enrollment capacity.

32.2 Eligibility

- **Income guidelines:** Household income at or below 120% of the Federal Poverty Level for household size, based on the Federal Poverty Guidelines published annually by the U.S. Department of Health and Human Services.
- **Other factors considered:** household size, the number of family members enrolling, and documented extraordinary circumstances such as job loss, medical hardship, or single-income household status.

Meeting the income guideline does not guarantee approval or an available spot. Final decisions rest on the criteria above, available enrollment capacity for the cycle, and the discretion of AMISA Leadership. Approval in a prior cycle does not guarantee approval in any future cycle.

32.3 Application Requirements

A complete application must include all of the following:

- A typed essay of at least one full page single-spaced, or two pages if double-spaced, in a standard 12-point font with 1-inch margins, explaining the applicant’s interest in AMISA/DDC and practical self-defense training and the reason for applying.
- Proof of income: the three most recent consecutive pay stubs. For a Minor applicant, this means pay stubs for the Parent/Guardian responsible for enrollment. Applicants who do not receive traditional pay stubs must submit alternative proof of income (such as a recent bank statement or other documented income) or, if applicable, documentation showing little or no income (such as an unemployment benefits statement, a public assistance award letter, or a signed statement of no income).
- A completed application form, submitted online with the essay and proof of income.

Incomplete applications will not be reviewed until all required materials are received.

32.4 Cycles, Capacity, and Review Order

- Applications open twice per year: **January and July**.
- Within each open cycle, applications are reviewed first from current scholarship recipients reapplying for the next cycle, to avoid disrupting ongoing training; then from new applicants. Review continues until all available enrollment slots for that cycle are filled or the cycle closes.
- The number of scholarship enrollment slots available each cycle is **not fixed**. It varies based on site capacity, instructor availability, and other operational factors, as determined by AMISA Leadership for that cycle.
- Applicants will typically be notified of a decision within ten (10) business days of submitting a complete application.

32.5 What the Scholarship Provides

- Approved applicants receive free tuition — a \$0 cost enrollment — for the approved student, or for all approved family members if the application was submitted and approved as a family.
- **The scholarship covers tuition only.** Because participant accident coverage is included within tuition (see Section 16), that coverage is included for approved scholarship students during the scholarship period.
- **The scholarship does not cover** uniforms, patches or other gear, testing or promotion fees, private lesson bookings, or competition training. Those remain the family's responsibility, the same as for any enrolled student.
- No cash, check, credit, or monetary award of any kind is issued under this program. AMISA is simply not charging tuition for approved students during the scholarship period.
- Scholarships are non-transferable between individuals and may not be combined with any other AMISA discount unless approved in writing.

32.6 Reapplication Every Six Months

- Scholarships must be reapplied for every six (6) months during each open cycle. Reapplication requires a complete, updated application, including current proof of income and all materials listed in Section 32.3. A prior award does not carry forward automatically.
- Current recipients will be notified by email approximately thirty (30) days before each new application cycle opens, as a reminder to reapply.
- If a recipient does not submit a complete, timely reapplication, or is not re-approved, standard tuition resumes at the start of the next billing cycle.

32.7 Conduct, Suspension, and Revocation

Scholarship recipients must follow all AMISA policies, safety rules, and program expectations. AMISA may modify, suspend, or revoke a scholarship at any time if eligibility changes, program or reapplication requirements are not met, or information provided is later found to be inaccurate or incomplete. Scholarships may also be reduced, suspended, or revoked for repeated absences, chronic tardiness, safety rule violations, misconduct, or policy violations.

All information submitted as part of a scholarship application must be truthful, complete, and accurate. False statements, omissions, or misrepresentation may result in denial, disqualification, or revocation of scholarship consideration, and may also constitute grounds for termination under Section 7.5.

32.8 Nondiscrimination

AMISA does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin or ancestry, age, disability, genetic information, veteran or military status, marital status, or any other status protected by applicable federal, Nevada state, or local law.

32.9 Decisions Are Final

All scholarship decisions are made at the sole discretion of AMISA Leadership and are final. There is no internal appeal process for scholarship application decisions.

32.10 Applicant Information and Privacy

Financial documentation submitted with a scholarship application is used solely to determine eligibility, is accessible only to authorized AMISA personnel involved in the review, is retained only as long as necessary for the applicable eligibility period, and is securely destroyed thereafter. AMISA maintains reasonable security measures for such records consistent with applicable Nevada law governing the security and disposal of personal information.

32.11 Annual Review of Income Guidelines; Modification

AMISA reviews the scholarship income guidelines annually. The Federal Poverty Guidelines are published and updated each year by the U.S. Department of Health and Human Services, and AMISA reviews and, where appropriate, adjusts the income threshold used for this program following each annual publication so that eligibility criteria remain current. Adjustments apply prospectively to applications submitted in subsequent scholarship cycles and do not alter a scholarship already approved for its current period.

AMISA reserves the right to modify these scholarship terms, income guidelines, number of available slots, or cycle timing at any time. The version posted at amisa.online at the time of application governs that application.

33. Contact Information

Academy for Martial and Intellectual Sciences and Arts, LLC (AMISA)

2999 South Virginia Street, 2nd Floor Studio, Reno, NV 89502

Email: dynamicdefenseclub@gmail.com | Phone: 775-470-1890 | Website: amisa.online

Acknowledgment

By using AMISA Services, enrolling in any program, or permitting a Minor to participate, you acknowledge that you have read, understand, and agree to these Terms of Service in full, including the Assumption of Risk, Release and Waiver of Liability, Indemnification, Limitation of Liability, **Binding Arbitration, and Class Action Waiver** provisions contained herein.

A separate Participant Waiver and Release must also be completed and signed prior to the first class session. The Participant Waiver is available at amisa.online/participant-waiver.