

General Terms and Conditions

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BY ACCESSING THE SITE, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE GENERAL WEBSITE TERMS AND CONDITIONS (THESE “TERMS AND CONDITIONS”).

Services: Unless expressly stated otherwise, the service provided by our Company is limited to: [physical activity tracking platform for you to monitor your exercise and non-exercise related physical activities on your life through gamification and community interaction] (the “Service” or “Services”). OUR COMPANY DOES NOT PROVIDE MEDICAL EVALUATION, DIAGNOSIS, OR TREATMENT. The content provided on the Site is provided AS-IS, for informational and educational purposes only, and is not intended to be a substitute for professional medical advice, diagnosis or treatment. You should consult your physician or another qualified health provider if you have questions about a medical condition. If you think you have a medical emergency, call your doctor or 911 immediately. Reliance on any information provided on the Service is entirely at your own risk. To be clear, our Company also does not: process payments, store credit card data, negotiate terms of licenses or settle disputes between users of the Site (collectively, “Excluded Services”). If any Excluded Services are provided to you, it is by third-parties who are neither our agents nor acting in our behalf and we have no responsibility whatsoever regarding the safety of persons or property found through use of the Site.

Disclaimer: YOU SHOULD CONSULT YOUR PHYSICIAN BEFORE STARTING ANY EXERCISE PROGRAM. THIS IS PARTICULARLY TRUE IF ANY OF THE FOLLOWING APPLY TO YOU:

- CHEST PAIN OR PAIN IN THE NECK AND/OR ARM;
- SHORTNESS OF BREATH;
- DIAGNOSED HEART CONDITION;
- JOINT AND/OR BONE PROBLEMS;

- IF YOU'RE TAKING ANY MEDICATIONS, ESPECIALLY CARDIAC AND/OR BLOOD PRESSURE MEDICATIONS;
- HAVE NOT PREVIOUSLY BEEN PHYSICALLY ACTIVE; OR
- DIZZINESS

IF NONE OF THESE APPLY TO YOU, YOU SHOULD NONETHELESS START ANY EXERCISE PROGRAM GRADUALLY AND SENSIBLY. IF YOU FEEL ANY OF THE PHYSICAL SYMPTOMS LISTED ABOVE WHEN YOU START YOUR EXERCISE PROGRAM, YOU SHOULD CONTACT YOUR PHYSICIAN IMMEDIATELY.

THE INFORMATION AND MATERIALS CONTAINED ON THE SITE ARE PROVIDED FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY. THIS SITE IS NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE AND TREATMENT OR YOUR CONSULTATION WITH QUALIFIED PHYSICIANS AND OTHER HEALTHCARE PROFESSIONALS REGARDING YOUR INDIVIDUAL HEALTH NEEDS.

User Accounts: In order to access certain areas of the Site, you will create a user account and login (a "User Account"). You may never use another party's User Account without such party's express written authorization. You agree that all information which you provide through the Site in connection with creating your User Account or otherwise is current, accurate and complete. You are solely responsible for all activity that occurs with respect to your User Account. You are solely responsible for maintaining the confidentiality of your User Account and keeping the username and password to your User Account secure. You agree to notify us immediately of any security breach or unauthorized use of your User Account. We will not be liable for any costs, losses, claims or damages that you or any third party incur which are directly or indirectly caused by any unauthorized use of your User Account.

You must be 18 years or older or at least the age of majority in the jurisdiction where you reside or from which you use this Service.

Inactive Status: You must use your account on a regular basis in order to keep it active. We reserve the right to permanently deactivate any account that has been inactive for more than ninety (90) days. You must use your account regularly by logging in and out of the Service in order to keep your registration active. If we deactivate an account, we have the right to reassign the username to another user.

Eligibility: In the event that you are using the Site in connection with the use of the Site by your company on an enterprise basis (such company, an "Enterprise User"), your eligibility to be a User of the Site and to create a User Account is governed by our relationship with your company that will be validated at the beginning of the registration process. We are not responsible in any way for such eligibility determination at such time and, in the event that your

eligibility changes, you agree that we have no liability in connection with the cessation of the Service to you as a result thereof.

Waivers: In the event that you are using the Site in connection with an Enterprise User, such Enterprise User may request or require a waiver. You agree that our Company has no liability to you in connection with any such waiver, decisions or determinations made on the basis thereof or any other matters arising from or related thereto. In the event of a waiver request or requirement, if you have questions, please contact or inquire about such waiver from the applicable representatives from your sponsoring company.

Use of Content: The text, images, data, illustrations, files, audio and video clips, designs, documents, and other materials and content (collectively, the “Content”) on the Site is our property and may be protected by copyright and other restrictions. Copyrights and other proprietary rights in the Content may also be owned by parties other than us. You may not copy, modify, distribute or otherwise use any of the Content, except for your personal and non-commercial use. Please note that we may withdraw any Content from the Site at any time in our sole discretion.

User Warranty: By downloading, printing, or otherwise using any of the Content, you agree that you will (i) restrict your use of such Content to personal and non-commercial use, (ii) comply with all of these Terms and Conditions, and (iii) not violate the our rights or the rights of any other person or entity. We do not warrant that use of any of the Content will not infringe the rights of third parties.

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Fees and Payments: You agree to pay to our Company any fees for the services you purchase or use (including any overage fees), in accordance with the pricing and payment terms presented to you for that service. Where applicable, you will be billed using the billing method you select through your account management page. Fees paid by you are non-refundable, except as provided in these Terms and Conditions or when required by law. In the event that any of our services are billed on a subscription basis (we call these “Subscriptions”), you will be billed in advance on a recurring, periodic basis (each period is called a “billing cycle”). Billing cycles are typically monthly or annual, depending on what subscription plan you select when purchasing a Subscription. Your Subscription will automatically renew at the end of each billing cycle unless you cancel auto-renewal through your online account management page, or by

contacting our customer support team. While we will be sad to see you go, you may cancel auto-renewal on your Subscription at any time, in which case your Subscription will continue until the end of that billing cycle before terminating. You may cancel auto-renewal on your Subscription immediately after the Subscription starts if you do not want it to renew. Our Company may change the fees charged for the services at any time, provided that, for services billed on a subscription basis, the change will become effective only at the end of the then-current billing cycle of your Subscription. Our Company will provide you with reasonable prior written notice of any change in fees to give you an opportunity to cancel your Subscription before the change becomes effective.

Taxes and Overage Fees: Unless otherwise stated, you are responsible for any taxes (other than our Company's income tax) or duties associated with the sale of the services, including any related penalties or interest (collectively, "Taxes"). You will pay our Company for the services without any reduction for Taxes. If our Company is obliged to collect or pay Taxes, the Taxes will be invoiced to you, unless you provide our Company with a valid tax exemption certificate authorized by the appropriate taxing authority or other documentation providing evidence that no tax should be charged. If you are required by law to withhold any Taxes from your payments to our Company, you must provide our Company with an official tax receipt or other appropriate documentation to support such payments. Unless otherwise stated, any overage fees incurred by you will be billed in arrears on a monthly basis. Overage fees which remain unpaid for 30 days after being billed are considered overdue. Failure to pay overage fees when due may result in the applicable service being limited, suspended, or terminated (subject to applicable legal requirements), which may result in a loss of your data associated with that service.

Promo Codes & Referrals: Our Company reserves the right to deactivate any promo code for any reason, including suspicion of fraud, or abuse of promotional credit. If a user has already entered the promo code into his/her account, the code will be awarded. If a customer has yet to enter the code, credit may not be awarded for promo codes that have been deactivated. If you choose to use our referral service to tell a friend about our site, we will ask you for your friend's name, email address and other information. We will automatically send your friend a one-time email inviting him or her to visit the Site. We store this information for the purpose of sending this email and tracking the success of our referral program. Your friend may contact us to request that we remove this information from our database. There may be limits for referring friends to our Company. Once a limit has been reached, your account will no longer receive credit for each referral.

Trademarks: Names, titles, trademarks, service marks, and logos (collectively, the "Trademarks") displayed on the Site are our registered and/or unregistered common law trademarks or those of third parties. Nothing contained in the Site should be construed as granting, by implication or otherwise, any license or right to use any Trademark displayed on the

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Digital Millennium Copyright Agent: For purposes of the Digital Millennium Copyright Act (“DMCA”), we have designated an agent for notices of claimed infringement. If you have any objections governed by the DMCA, please contact the agent listed under the Section entitled “Contact Information” below. We provide this contact information for purposes of the DMCA only and reserve the right to respond to communication that is relevant for this purpose.

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We are not compensated to provide an opinion or an endorsement on products, services, websites and various other topics. The views and opinions expressed on the Site are purely our views and opinions or those of the users of the Site who maintain User Accounts (as defined below). If we claim or appear to be an expert on a certain topic or product or service area, we will only endorse such products or services that we believe, based on our expertise, are worthy of such endorsement, and we shall not be compensated for such endorsement.

Links to Third Party Websites and Employee E-Mail Addresses: The Site may contain links to third party websites. The linked sites are not under our control and we are not responsible for the contents of any linked website. These links are provided as a convenience only and shall not be construed as our endorsement of, sponsorship of, or affiliation with a linked website. The Site may also contain links to the e-mail addresses of various employees for purposes of feedback and communication regarding the Site and our products and services. By clicking on a link to an employee’s e-mail address, you leave the Site and enter into a restricted access area which these terms and conditions do not govern. We assume no responsibility or liability with respect to your entering such restricted access areas.

Links to the Site: Links to our Site are prohibited unless you obtain our prior written consent. If you arrive at the Site from a third party link or as a result of any of the prohibited solicitations described in this paragraph below, please note that such link to or solicitation for the Site does not imply a relationship with, or endorsement of, the third party website or its content, purpose, policies or practices. You will not engage in solicitation activities on our behalf that refer potential customers to us including, but not limited to: distributing flyers, coupons and other printed promotional materials, or electronic equivalents; verbal solicitation (e.g., in-person referrals); initiating telephone calls, and sending e-mails.

Agent Administration; APIs. If you are a Site user as part of any group participation or through an Enterprise User, your administrator may be an administrator of your use of the Site (“Administrator”) who may have the ability to access and control your User Account. More than one person may be able to access an Enterprise User account as the Administrator and each such Administrator may have the ability to access and control your User Account. As such, your Administrator may have access to certain information about your User Account, information that you provide to the Site and may input information into the Site and your User Account for your access. You agree that by using the Site with an Administrator, we will have no liability for the data, itineraries or other information provided by Agent Administrator or for any actions, non-actions or omissions of such Administrator. You can also give third parties access to your information and account via application programming interfaces. Just remember that their use of your information will be governed by their privacy policies and terms.

Interactive Services: The Service may include interactive features and services, including social networking functionality, forums, message boards, ratings or review functionality, and similar services, in which you or third parties may send messages to Service users, and create, post, or store profile data, photographs, ratings or reviews, and other content on the Service (“Interactive Services”). While using the Service, your username will be available for viewing (together with public ranking, scoring information, point lists, averages information and/or activity outcome information, from time to time) by other users of the Site. We take no responsibility and assume no liability for any material posted, stored, or uploaded by you or any third party, or for any loss or damage to any of that material. Although we have no obligation to screen, edit, or monitor any material posted on or transmitted through the Service, we reserve the right, and have absolute discretion, to remove, screen, and edit any material posted, stored, or transmitted on or through the Service at any time and for any reason without notice. If you post material on or through the Service, then, unless we indicate otherwise, you (a) grant us and our subsidiaries and affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicenseable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such material throughout the world in any media; (b) grant us and our affiliates, subsidiaries, and sublicensees the right to use the name that you submit in connection with such material, if we choose; and (c) represent and warrant that you own and control all of the rights to the material that you post, or you otherwise have the right to post such material to the Service; and the use and posting of material you supply does not violate these Terms and Conditions, will not violate any rights of or cause injury to any person or entity, and will not otherwise create any harm or liability of any type for us or for third parties. At our Company’s sole discretion, we may terminate your use of the Site as a whole, or in part via disabling of the Interactive Services.

Non-Malicious Use: You agree not to use or launch any automated system, including without limitation, “robots,” “spiders,” or “offline readers,” that accesses the Site in a manner that sends

more request messages to the Site's servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, we grant the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. We reserve the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Site, nor to use the communication systems provided by the Site, for any commercial solicitation purposes. You agree not to circumvent, disable or otherwise interfere with security-related features of the Site or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Site or the Content.

Law & Order. We may disclose your information to third parties if we determine that such disclosure is reasonably necessary to (a) comply with the law; (b) protect any person from death or serious bodily injury; (c) prevent fraud or abuse of our Company or our users; or (d) protect our property rights.

Notice Required: We are not required, and do not collect Oklahoma, South Dakota and Vermont sales or use tax. Any purchase made is subject to Oklahoma, South Dakota and Vermont use tax unless it is specifically exempt from taxation. The purchase is not exempt merely because it is made over the internet, by catalog or other remote means. The States of Oklahoma, South Dakota and Vermont, require all resident purchasers to report all purchases that were not taxed and pay tax on those purchases. The tax may be reported and paid on the individual income tax return for each state or by filing a consumer use tax return. All use tax forms and corresponding instructions are available on the website of each state's Department of Revenue: for Oklahoma, www.tax.ok.gov; for South Dakota, www.state.sd.us; and for Vermont, www.state.vt.us/tax.

User Submissions: You agree that any information you provide through the Site will be truthful, accurate and complete. All information that you submit to us through the Site shall be deemed and remain our property and we may use, for any purpose, any ideas, concepts, know-how or techniques contained in such information. We have no obligations regarding such information or otherwise specifically agreed to in a separate writing or required by law. You acknowledge and agree that you will not provide any information or material to us or the Site that is defamatory, threatening, obscene, harassing, or otherwise unlawful, or that incorporates the proprietary material of another person or entity.

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Limited Access: From time to time, the Site may be inaccessible or inoperable for any reason, including equipment malfunctions, Site updates, maintenance and repairs and causes beyond our control or those that are not reasonably foreseeable.

Security: Transmissions over the Internet are never 100% secure or error-free. We take reasonable steps to protect your personal information from loss, misuse, and unauthorized access, disclosure, alteration and destruction. Our Company may use certain trusted third parties to help us provide, improve, protect, and promote our services. These third parties will access your information only to perform tasks on our behalf and in compliance with these Terms and Conditions.

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LIMITATION OF LIABILITY: OUR COMPANY, ITS AFFILIATES, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES WILL HAVE NO LIABILITY FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL, COMPENSATORY, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES (EVEN IF OUR COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR RELATING TO THE USE OF, RELIANCE ON OR INABILITY TO USE THE SITE OR THE CONTENT OR SERVICES PROVIDED ON OR

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Indemnity: You agree to indemnify and hold us, our managers, members, officers, employees, agents and representatives harmless from any loss, liability, claim or demand, including reasonable attorneys' fees and costs, due to or arising out of (i) your use of the Site; (ii) your breach of these Terms and Conditions; or (iii) your violation of any third party right.

Release: You release us and our manager(s), officers, member(s), employees, agents, representatives and licensors from any and all claims, demands, losses and damages of every kind and nature, whether known or unknown, arising out of or in any way relating to the Site, your use of the Site, other users' use of the Site and any dispute or defense you have or claim to have against us or one or more users of the Site.

Reservation of Rights: We specifically reserve all rights that we do not expressly grant in these Terms and Conditions. Nothing on the Site or in these Terms and Conditions grants any right or license to use any property of any third party.

Contact Information: If you wish to contact us regarding (i) information on our products and services, (ii) permission to reproduce or use any Content on the Site, (iii) notices of claimed infringement under the DMCA, or (iv) any other reason, please contact:

- Fitclub LLC
- E-mail: support@Fitclub.com

Severance and Waiver: You acknowledge and agree that in the event any provision of these Terms and Conditions is held by a court to be invalid, unlawful, or unenforceable, the validity, legality, and/or enforceability of the remaining provisions contained in these Terms and Conditions will not in any way be affected or impaired. Our failure to exercise or enforce any right or provision under these Terms and Conditions will not constitute a waiver of such right or provision by us.

Venue and Choice of Law: These Terms and Conditions are governed by the laws of the State of Illinois, without regard to its conflicts of laws principals. Any case, controversy, suit, action, or proceeding arising out of, in connection with, or related to these Terms and Conditions or the Site shall be brought in a federal or state court located in Cook County, Illinois, and you hereby waive any objection to the exclusive jurisdiction of such courts.

Entire Agreement: You agree that these Terms and Conditions, together with the Privacy Policy that is herein incorporated by reference in its entirety, constitute the entire agreement between

you and us with respect to your use of the Site. You agree that these Terms and Conditions supersede any other agreements between you and us with respect to your use of the Site.