

TERMS AND CONDITIONS OF USE

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Welcome to our website. This site is maintained as a service to our customers. By using this site, you agree to comply with and be bound by the following terms and conditions of use. Please review these terms and conditions carefully. If you do not agree to these terms and conditions, you should not use this site.

1. Agreement. This Terms and Conditions of Use agreement ("the "Agreement") specifies the terms and conditions for access to and use of GetIntoShapeFitnessLLC.com (the "Site") and describes the terms and conditions applicable to your access of and use of the Site. This Agreement may be modified at any time by Get Into Shape Fitness LLC ("Get Into Shape Fitness") upon posting of the modified Agreement. Any such modifications shall be effective immediately. You can view the most recent version of these terms at any time at GetIntoShapeFitnessLLC.com. If you have provided us with your primary email address, we will notify you of such modifications by sending a notice to your primary email address by and/or by placing a prominent notice on our site. Accordingly, you should visit the Site and review the Terms of Use periodically to determine if any changes have been made. Your continued use of this website after any changes have been made to the Terms of Use signifies and confirms your acceptance of any such changes or amendments to the Terms of Use. Each use by you shall constitute and be deemed your unconditional acceptance of this Agreement.

2. Privacy and Other Policies. In addition, when using our Site, you shall be subject to any posted policies, guidelines, or rules applicable to use of the Site and any service provided by the Site, including, but not limited to, our Privacy Policy. All such policies, guidelines and rules are hereby incorporated by reference into these Terms of Use.

3. Ownership. All content included on this site is and shall continue to be the property of Get Into Shape Fitness or its content suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use, or publication by you of any such content or any part of the Site is prohibited, except as expressly permitted in this Agreement. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of this Site.

4. Intended Audience. This website is intended for adults only and not intended for any person under the age of 18. **YOU MUST BE AT LEAST 18 YEARS OF AGE TO ACCESS AND USE THIS SITE. IF YOU ARE 17 YEARS OR YOUNGER, DO NOT USE THIS SITE FOR ANY PURPOSE.**

5. Trademarks. You acknowledge Get Into Shape Fitness's exclusive rights in its trademarks and service marks. Trademarks, service marks, logos, and copyrighted works appearing in this Site are the property of Get Into Shape Fitness or the party that provided such intellectual property to the Site. Get Into Shape Fitness's and any party that provides intellectual property to the Site retain all rights with respect to any of their respective intellectual property appearing in this Site and no rights in such materials are transferred or assigned to you.

6. Site Use. Get Into Shape Fitness grants you a limited, revocable, nonexclusive license to use this Site solely for your own personal and non-commercial use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You agree not to copy materials on the Site; reverse engineer or break into the Site; or use materials, products, or services in violation of any law. The use of this Site is at the discretion of Get Into Shape Fitness and Get Into Shape Fitness may terminate your use of this Site at any time.

7. Compliance with Laws. You agree to comply with all applicable laws regarding your use of the Site. You further agree that information provided by you is truthful and accurate to the best of your knowledge.

8. Indemnification. You agree to indemnify, defend, and hold Get Into Shape Fitness and its partners, subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors harmless from any liability, loss, claim, and expense, including reasonable attorney's fees related to your violation of this Agreement or use of the Site.

9. Do Not Rely on GetIntoShapeFitnessLLC.com. Opinions, advice, statements, or other comments on the Site should not necessarily be relied upon and are not to be construed as professional advice from Get Into Shape Fitness. Get Into Shape Fitness does not guarantee the accuracy or completeness of any of the information provided on the Site and is not responsible for any loss resulting from your reliance on such information. For professional advice and services tailored to you, please contact Get Into Shape Fitness for personal training services.

9. Disclaimer. The use of this Site is at your sole risk. The Site and any information or service provided through the Site is provided on an "as is" and "as available" basis. GET INTO SHAPE FITNESS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. GET INTO SHAPE FITNESS MAKES NO WARRANTY THAT (1) THE WEBSITE WILL MEET YOUR REQUIREMENTS; (2) THE WEBSITE AND ANY INFORMATION OR SERVICE PROVIDED BY THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (3) THE RESULTS OF USING THE SITE AND ANY INFORMATION OR SERVICE PROVIDED BY THE SITE WILL BE ACCURATE OR RELIABLE; (4) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED THROUGH YOUR USE OF THE SITE WILL MEET YOUR EXPECTATIONS; OR (5) THAT ANY ERRORS IN ANY SOFTWARE UTILIZED BY THE SITE WILL BE CORRECTED. No advice or information, whether oral or written, obtained by you from or through Get Into Shape Fitness shall create a warranty not expressly stated in these Terms and Conditions of Use.

10. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL GET INTO SHAPE FITNESS OR ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, CONTRACTORS, OFFICERS, OR DIRECTORS BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, THE USE OR THE INABILITY TO USE THE SITE, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR

TRANSMISSIONS OR DATA, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES UNDER ANY LEGAL THEORY ARISING OUT OF OR IN ANY WAY RELATING TO THE SITE, YOUR SITE USE, OR THE CONTENT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR CONTENT IS TO CEASE ALL OF YOUR SITE USE.

You may have additional rights under certain laws (including consumer laws) that do not allow the exclusion of implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply to you.

11. Use of Information. Get Into Shape Fitness reserves the right and you authorize Get Into Shape Fitness to use and assign all information regarding your use of the Site and all information provided by you in any manner consistent with the Privacy Policy.

12. Right to Monitor. Get Into Shape Fitness reserves the right, but is not obligated, to monitor materials posted in any public area and shall have the right to remove any information deemed offensive by our staff. Notwithstanding the foregoing, you remain solely responsible for your use of any information contained on the Site.

13. Copyrights and Copyright Agent. If you believe your work has been copied in a way that constitutes copyright infringement or your intellectual property rights have otherwise been violated, please provide a notice containing all of the following information to our Copyright Agent:

- (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (b) A description of the copyrighted work that you claim has been infringed;
- (c) A description of where the material that you claim is infringing is located on the Site;
- (d) Your address, telephone number, and email address;
- (e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement by you, made under penalty of perjury that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for Notice of claims can be reached by email at getintoshapefitnessllc@gmail.com.

14. Governing Law

This Agreement shall be governed by the laws of the State of California, without reference to its conflicts of laws provisions.

15. Dispute Resolution

- (a) Mediation

If there is any dispute about or involving your use of the Site or the Terms and Conditions of Use that cannot be resolved amicably, you agree that the dispute shall first be submitted to confidential mediation for a good faith resolution that shall take place in San Francisco, California. The parties shall mutually agree upon a mediation service. The mediation shall commence upon the parties' provision of a joint, written request for mediation to the mediation service. Such request shall include a sufficient description of the dispute and relief requested. Each party shall cooperate with the mediation service in all reasonable respects and participate in good faith wherever required. Mediation fees and expenses shall be borne equally by the parties. All communications, whether oral or written, are confidential and will be treated by the parties as compromise & settlement negotiations for the purposes of Federal Rule of Evidence 408 as well as any applicable, corresponding state rules. Notwithstanding the foregoing, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief, such as an injunction, prior to or during the mediation in order to preserve the status quo and protect its interests during the process. If, after the earlier of: (i) sixty (60) days following the commencement of a mediation hereunder; or (ii) completion of the initial mediation session, the parties have still not come to a resolution for any reason (including a failure to actually mediate), they shall seek to resolve the dispute by binding arbitration as more fully set forth below. Until such time, neither binding arbitration nor litigation may be pursued by the parties.

(b) Arbitration

If the dispute is not resolved in mediation as described above, then arbitration will administered by the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before a panel of one or three arbitrators sitting in San Francisco, California. The language of the arbitration shall be English. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the State of California. The decision of the arbitrators shall be in writing with written findings of fact and shall be final and binding on the Parties. The arbitrator shall be empowered to award money damages, but shall not be empowered to award consequential damages, indirect damages, incidental damages, special damages, exemplary damages, punitive damages, or specific performance. The prevailing party in any arbitration shall be entitled to recover its reasonable, outside attorneys' fees, and related costs. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement, except that a Party may seek a preliminary injunction or other injunctive relief in any court of competent jurisdiction if in its reasonable judgment such action is necessary to avoid irreparable harm.

16. Actions Related to the Agreement

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE, ANY SERVICE PROVIDED BY THE SITE, OR THIS TERMS AND CONDITIONS OF USE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

17. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

18. Waiver. The failure of Get Into Shape Fitness to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Get Into Shape Fitness must be in writing and signed by an authorized representative of Get Into Shape Fitness.

19. Modification and Termination of the Website. Get Into Shape Fitness reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site or any service provided by the Site (or any part thereof) with or without notice. You agree that Get Into Shape Fitness will not be liable to you or any third party for any modification, suspension, or discontinuance of the website or any service.

20. Relationship of the Parties. Nothing contained in this Agreement or your use of the Site shall be construed to constitute either party as a partner, joint venturer, or employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume, or create, in writing or otherwise, any warranty, liability, or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions.

21. Entire Agreement. This Agreement constitutes the entire agreement between you and Get Into Shape Fitness and governs the terms and conditions of your use of the Site and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and Get Into Shape Fitness with respect to this Site.