

These terms of use (the “Terms”) are a legal contract between you and Horse Girl Fitness, LLC (“Company”, “we” or “us”) and are applicable to the services available on or through the Company’s website located at www.horsegirlfitness.com, as well as the Company’s mobile applications (collectively, the “Site”, where applicable). By accessing any area of the Site, you agree to be legally bound to and to abide by the Terms. If you do not agree with any of the Terms, do not access or otherwise use the Site. Note: These terms contain a dispute resolution and arbitration provision, including class action waiver that affects your rights under the Terms and with respect to disputes you may have with the Company.

Medical Disclaimer

All information, videos and materials posted on or accessible through the Site are for informational purposes only and are not intended to be a substitute for professional medical advice, diagnosis, or treatment. The Company does not recommend or endorse any specific products, procedures, opinions, or other information that may be mentioned on the Site. Reliance on any information provided by the Company, its affiliated companies, contributors to, or other users of the Site is solely at your own risk.

You should consult your physician or other health care practitioner before starting any exercise program. This is particularly true if you or your family have a history of high blood pressure or heart disease, or if you have ever experienced discomfort while exercising. Never disregard professional medical advice or delay in seeking it because of something you have read on the Site.

Changes

The Company may update the Terms at any time and provide notification to you by updating the Company’s website with the last modified date or requiring you to agree to the updated Terms on the Company’s mobile application. By using the Site after the Company has updated the Terms, you are agreeing to all of the updated Terms; if you do not agree with any of the updated Terms, you must stop using the Site.

Using the Site

In order to access certain areas of the Site, you must register with the Company for an account and submit your name, email address, preferred password, and other information requested on an account registration page. The Company shall have the right to approve or reject your account in the Company’s sole discretion.

By using this Site, you represent, acknowledge and agree that you are at least 18 years of age, or if you are under 18 years of age but are at least 13 years old (a “Minor”), that you are using the Site with the consent of your parent or legal guardian who has agreed to the Terms. If you are a parent or legal guardian agreeing to the Terms for the benefit of a Minor, you are fully responsible for the Minor’s use of the Site, including all legal liability he or she may incur. If you are not at least 13 years old, you may not use the Site.

The Company provides you, a limited, personal, non-exclusive and non-transferable license to use the Site and Materials only as expressly permitted by these Terms.

Limitation of Liability.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR USE OF THE MOBILE APPLICATIONS OR FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THE SITE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE), EVEN IF THE COMPANY KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, MOBILE APPLICATIONS, OR SERVICES, AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE THEREOF. YOU UNDERSTAND THAT WE DO NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SITE, MOBILE APPLICATIONS, OR SERVICES. WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE, MOBILE APPLICATIONS, OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE, MOBILE APPLICATIONS, OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH ANY PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, THE MOBILE APPLICATIONS, OR SERVICES, PARTICULARLY IF YOU MEET OFFLINE OR IN PERSON.

Dispute Resolution and Arbitration; Class Action Waiver

Please read the following Dispute Resolution and Arbitration; Class Action Waiver provision (this “Provision”) carefully. It affects your rights (without limiting any rights available to you under any applicable Non-excludable Guarantees).

All Disputes (as defined below) between you and the Company shall be resolved by binding arbitration. Arbitration is a form of private dispute resolution and replaces the right to go to court. In the absence of this Provision, you may otherwise have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). Except as otherwise provided, entering into these Terms constitutes a waiver of your right to litigate claims and all opportunity to be heard by a judge or jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow these Terms and can award the same damages and relief as a court (including attorney’s fees).

The term “Dispute” means any dispute, claim, or controversy between you and the Company regarding, arising out of or relating to any aspect of your relationship with the Company or its Site, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable cause of action or claim for relief, and includes the validity, enforceability or scope of this Provision (with the exception of the enforceability of the Class Action Waiver clause below). “Dispute” is to be given the broadest possible meaning that will be enforced, and shall include any claims against other parties relating to services or products provided or billed to you (such as the Company’s licensors, suppliers,

dealers or third-party vendors) whenever you also assert claims against us in the same proceeding.

YOU AND THE COMPANY EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS PROVISION.

Pre-Arbitration Claim Resolution

For all Disputes, whether pursued in court or arbitration, you must first give the Company an opportunity to resolve the Dispute. You must commence this process by emailing written notification to Horse Girl Fitness, LLC at info@horsegirlfitness.com. That notification must include (1) your name, (2) your address, (3) a written description of your claim, and (4) a description of the specific relief you seek. If the Company does not resolve the Dispute within 60 days after it receives your written notification, you may pursue your Dispute in arbitration. You may pursue your Dispute in a court only under the circumstances described below.

Exclusions from Arbitration/Right to Opt Out

Notwithstanding the above, you or the Company may choose to pursue a Dispute in court and not by arbitration if (a) the Dispute qualifies, it may be initiated in small claims court or, to the extent it has jurisdiction, an equivalent authority; or (b) YOU OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 CALENDAR DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THESE TERMS (the "Opt-Out Deadline"). You may opt out of this Provision by emailing written notification to Horse Girls Fitness, LLC, at info@horsegirlfitness.com. Your written notification must include (1) your name, (2) your address, and (3) a clear statement that you do not wish to resolve disputes with the Company through arbitration. Your decision to opt-out of this Arbitration Provision will have no adverse effect on your relationship with the Company. Any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue your Dispute in arbitration or small claims court (or, to the extent it has jurisdiction, an equivalent authority).

Arbitration Procedures

If this Provision applies and the Dispute is not resolved as provided above (Pre-Arbitration Claim Resolution) either you or the Company may initiate arbitration proceedings. The American Arbitration Association ("AAA"), www.adr.org, or JAMS, www.jamsadr.com, will arbitrate all Disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration only, and shall in no event be commenced as a class arbitration or a consolidated or representative action or arbitration. All issues shall be for the arbitrator to decide, including the scope of this Provision. You or the Company may initiate arbitration in Las Vegas, Nevada.

Class Action Waiver

Except as otherwise provided in this Provision, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action, representative action, or private attorney

general action) unless both you and the Company specifically agree to do so in writing following initiation of the arbitration. If you choose to pursue your Dispute in court by opting out of the Arbitration Provision, as specified above, this Class Action Waiver will not apply to you. Neither you, nor any other user of the Site or the mobile applications can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

Jury Waiver

You understand and agree that by entering into these Terms, to the extent that a civil jury trial would otherwise be available to you and the Company, you and the Company are each waiving the right to a jury trial or a trial before a judge in a public court (except where applicable law prohibits such a waiver). In the absence of this Provision, you and the Company might otherwise have had a right or opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided below, those rights are waived. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited or may also be waived.

Severability

If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision, and the remainder of this Provision will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable, and the Dispute will be decided by a court. If this Provision as a whole is not enforceable for any reason, then, except where prohibited by law, you agree that exclusive jurisdiction and venue in any legal proceeding directly or indirectly arising out of or relating to any Dispute will be decided in the courts located in Clark County in the State of Nevada.

Continuation

This Provision shall survive the termination of your service with the Company or its affiliates. Notwithstanding any provision in these Terms to the contrary, we agree that if the Company makes any change to this Provision (other than a change to the Notice Address), you may reject any such change and require the Company to adhere to the present language in this Provision if a dispute arises between you and the Company.