

# ***Terms and Conditions***

## **User Agreement**

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR USE AND/OR ACCESS TO OUR WEBSITE, MOBILE APPLICATIONS, OUR PROGRAMS, OUR COACHING OFFERINGS, AND OTHER SERVICES AND PRODUCTS PROVIDED BY US.

By using our websites (Beautbodies.com and/or other websites owned or operated by Beautbodies or our affiliates), mobile applications ("Mobile App"), coaching offerings and programs including content and coaching delivered through various coaching platforms that we utilize ("Coaching"), and/or other services we provide you agree to the terms and conditions set forth in this User Agreement (this "Agreement"). The Website, and/or Mobile App, and/or Coaching, and/or Content, and/or Programs and/or all other products and/or services offered by Beautbodies currently and in the future in any combination (part, whole, or any combination) as applicable are herein collectively referred to as "Services". We reserve the right, in our sole discretion, to change, modify, add or remove provisions of this Agreement at any time. You should check this Agreement periodically for changes. By using our Services after we post any changes to this Agreement or otherwise notify you of such changes, you agree to accept those changes, whether or not you have reviewed them. If you do not agree to this Agreement, you should not use our Services and you should arrange to cancel your registered user account with us, as applicable.

### **1. Scope of Agreement**

Unless we indicate otherwise, this Agreement applies to your use of the Websites and Mobile apps which are owned or operated by Beautbodies, ("Beautbodies," "we," "us," or "our") and our affiliates (collectively, "Beautbodies"), including, without limitation, our website (collectively, "Website"), mobile applications (collectively, "Mobile App"), and any other website and/or mobile app that we may own or operate currently or in the future (collectively, our "Website" and "Mobile App") and all of the Coaching and/or programs, content, products and/or services that we may offer currently or in the future. For purposes of this Agreement, "affiliates" will mean any entity or person, directly or indirectly, owning a controlling interest in, owned by, or under common ownership control with, Beautbodies. "You" or "User(s)" or "your" or "client" or similar terms refer to you the User of our Services that we offer now or in the future. The parties agree as follows:

- A. **No Medical Care.** The Services are intended only to assist Users with their efforts to lose and/or manage weight and/or live a healthy lifestyle and/or achieve lifestyle related goals through making lifestyle related choices and/or lifestyle change. The Services are not health care services. Beautbodies and Beautbodies's coaches and staff do not give medical advice or diagnosis. No information provided in the context of providing Services may be construed as medical advice or diagnosis. Some online platforms to which Users may be referred utilize terms like "patients," "providers," and "clinics." Use of such

terms on a platform, or the use of any other terms commonly related to the medical field, should not be construed as Beautbodies or Beautbodies's coaches, staff, or third-party agents, and/or other Users of the Service providing medical care. Additionally, the information and reports generated by Beautbodies in providing the Services may not be interpreted as a substitute for physician consultation, evaluation, or treatment. You, the User, acknowledges that Beautbodies has advised you to seek the advice of a physician before entering into this Agreement.

- B. **User Participation.** To participate in the Services, User must meet all health criteria established by Beautbodies from time to time. User's participation may be terminated by Beautbodies at any time it determines that User does not meet such criteria. User may participate in the Services to the extent User desires, but Beautbodies reserves the right to terminate User's participation if User does not demonstrate he or she is making a good faith effort, in the sole discretion of Beautbodies, to benefit from the Services.
- C. **Release of Information.** User understands and acknowledges that Beautbodies may, at its sole discretion, release de-identified health information (health information that neither identifies nor provides a reasonable basis to identify an individual). User authorizes Beautbodies to release individually identifiable health information to User's insurers, to User's medical care providers, to User's employer (to the extent necessary to qualify User for continued Services), and to Beautbodies's successors and assigns to the extent necessary to provide continuity of Services in the event Beautbodies's duties are transferred to another provider.
- D. **No Guarantee of Results.** Beautbodies makes no guarantees with regard to the amount of weight User may lose or the rate at which such weight loss will occur or the results that the User will experience or achieve. The Services are designed for a safe rate of weight loss of up to one kilo per week, after the first three (3) weeks for Users implementing weight loss efforts. If User loses weight at a greater rate, User must immediately notify Beautbodies to allow it to adjust the Services being provided to User.
- E. **Guaranteed results terms and conditions**
  - A. You must adhere to the conditions of the guaranteed results, if you follow and prove you have met the conditions as detailed within "terms and conditions of guaranteed results" and do not meet the first stage results as specified in your goal setting, you will be entitled to that stage worth of sessions (i.e. weeks to reach that stage) at 1 session per week. The Services are designed for a safe rate of weight loss of up to one kilo per week, after the first three (3) weeks for Users implementing weight loss efforts. If User loses weight at a greater rate, User must immediately notify Beautbodies to allow it to adjust the Services being provided to User.

## **2. Your Use of our Website, Mobile App and Coaching**

Unless otherwise specified, we grant you a non-exclusive, non-transferable, limited right to access, use and display our Website and Mobile App and the material provided hereon, and the Coaching that you subscribed to, for your personal, non-commercial use, provided that you comply fully with the provisions of this

Agreement. You agree not to assign, transfer or sublicense your rights as a registered user of, or subscriber to, our Services. You understand that only you may use your user account and password and that your subscription to our Services is only valid for your personal, non-commercial use and may not be shared with others. You agree to be financially responsible for all usage or activity of our Website, Mobile App, Coaching, and/or Services subscribed to by you. To subscribe to Coaching, you represent that you are a United States citizen or resident with a valid United States mailing address and that you are eighteen years or older and have the right, capacity and authority to enter into and abide by these Terms and Conditions.

By using our Services you agree to be legally bound and to abide by this Agreement, just as if you had signed this Agreement. If you do not comply with this Agreement at any time, we reserve the right to cancel or terminate your password, user account, and/or access to our Services. In our sole discretion and without prior notice or liability, we may discontinue, modify or alter any aspect of the Services, including, but not limited to, (i) restricting the time the Website, Mobile App and/or Coaching is available, (ii) restricting the amount of use permitted, and (iii) restricting or terminating any user's right to use the Services. You agree that any termination or cancellation of your access to, or use of, the Services may be effected without prior notice. If you do not abide by the terms of this Agreement, except as we may otherwise provide from time to time, you agree that we may immediately deactivate or delete your user account and all related information and/or files in your user account and/or bar any further access to such information and/or files, our Website (or any part thereof), our Mobile App (or any part thereof) and/or Coaching and/or Services. Further, you agree that we will not be liable to you or any third party for any termination or cancellation of your access to, or use of, our Services, except for a refund of any fees or charges prepaid by you with respect to Services in accordance with Section 4 of this Agreement. You acknowledge that your only right with respect to any dissatisfaction with any modification or discontinuation of service made by us pursuant to this provision or this Agreement, or any policies or practices by us in providing our Services including without limitation any change in content or any change in the amount or type of fees or charges associated with the Services, is to cancel or terminate your subscription or registered user account, as applicable.

### **3. Charges and Fees for Coaching (If Applicable)**

Certain portions, components, content and features of our Website and/or Mobile App may only be available to individuals who purchase a subscription to our Coaching. As a subscriber to our Services, you agree as follows:

- A. You agree to pay, using a valid credit card (or other form of payment which we may accept from time to time; or payment from your employer in the case of an employer sponsored wellness offering), the fixed and periodic charges set forth on our Website, applicable taxes, and other charges and fees incurred in order to access our Services. We reserve the right to increase charges and fees, or to institute new charges or fees at any time, upon reasonable advance notice communicated to you through a posting on our Website or such other means as we may deem appropriate from time to time (including electronic mail or conventional mail). We will automatically charge your credit card or other account at the start of your selected billing period (i.e.

monthly, quarterly, annually), unless you terminate or cancel your subscription before the relevant billing period begins. Each time you use our Services you reaffirm your agreement that we may charge your credit card (or other form of payment, or your employer in the case of an employer sponsored wellness offering, if applicable). In the event we cannot charge your account, we reserve the right to terminate your access to our Services.

- B. In addition to the fees and charges set forth above, you are responsible for all charges and fees associated with connecting to and using our Services including without limitation all telephone access lines (including long-distance charges, when applicable), internet service provider fees, telephone and computer equipment, sales taxes and any other fees and charges necessary to access our Services.
- C. For purposes of your use of our Services including identification and billing, you agree to provide us with true, accurate and complete information as required by the subscription or sign up process to the Services ("Subscription Data"), including your legal name, address, telephone number, email address and applicable billing information (e.g., credit card number and expiration date), and to allow us to share your Subscription Data with third parties for the purpose of verifying the information you provide, communicating with you, and billing your credit card or otherwise charging your account. You agree to maintain and promptly update the Subscription Data and any other information you provide to us to keep it accurate. Without limiting any other provision of this Agreement, if you provide any information that is untrue, inaccurate, or incomplete, or we have reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate your user account or subscription and refuse any and all current or future use by you of our Services. You are obligated to check to ensure that your Subscription Data is current and accurate, and, if not, to correct or update your Subscription Data including your billing information with us by logging onto your Beautbodies account through Hint Health (our third-party billing service). You agree not to register or subscribe for more than one account, create an account on behalf of someone else, or create a false or misleading identity on our Website and/or Mobile App and/or Coaching and/or E-Newsletter. If your registration or subscription is revoked for any reason, you agree not to register or subscribe again with our Services using another user name or through any other means. If we have reason to suspect, in our sole discretion, that your account has previously been terminated, we reserve the right to terminate any new accounts you have registered without any notice to you, or to exercise any other remedies available to us under this Subscription Agreement or by law.
- D. You are entirely responsible for maintaining the confidentiality of your password and user account information. You must notify us immediately in the event of any known or suspected unauthorized use of your user account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your or anyone else's password or credit card information. In the event of a breach of security by you, you will remain liable for any unauthorized use of your subscription until you update your Subscription Data. If your credit card expires, is cancelled, is lost or is subject to use without your authorization, log onto your Beautbodies account through Hint Health (our third-party billing service) to update your payment

information. If you have questions related to billing and payment then please reach out to us at [info@beautbodies.com](mailto:info@beautbodies.com). You are entirely responsible for any and all activities which occur under your user account. You are responsible for paying any amounts billed to your credit card by a third party which were not authorized by you.

- E. You agree that all fees and charges assessed by us are non-refundable. If your cancellation of your subscription to our Services is due to your failure to satisfy limitations we set based on demographic, geographic, health or other similar criteria prior to the end of a period for which you have incurred a charge, with the exception of any fixed upfront fee (such as the Sign Up Fee), we will refund any unused portion of such period in accordance with the refund policy we have in effect at such time. If we cancel or terminate your subscription to our Services (as opposed to you cancelling your subscription) prior to the end of a period for which you have incurred a charge, with the exception of any fixed upfront fee (such as the Sign Up Fee), we will refund any unused portion of such period on a pro rata basis.

#### **4. Cancellation of Subscription**

Either you or Beautbodies may terminate or cancel your subscription to Services at any time. You understand and agree that the cancellation or termination of your subscription is your sole right and remedy with respect to any dispute with us including, without limitation, any dispute related to, or arising out of: (i) any terms of this Agreement or our enforcement or application of this Agreement; (ii) any practice or policy of Beautbodies or our enforcement or application of these policies; (iii) the content available through our Website and/or Mobile App and/or Coaching or any change in content provided through the Website and/or Mobile App and/or Coaching; (iv) your ability to access and/or use our Website, Mobile App, and/or Coaching; or (v) the amount or types of our fees or charges, surcharges, applicable taxes, or billing methods, or any change to our fees or charges, applicable taxes, or billing methods. Upon cancellation or termination of your subscription to Mobile App and/or Coaching, we may immediately deactivate your user account and all related information and/or files in your user account and/or bar any further access to such information and/or files, our Website (or part thereof), our Mobile App (or part thereof) and/or Coaching, except as we may otherwise provide from time to time.

You can cancel your subscription by contacting us or by such other means as we may provide from time to time. We will attempt to process all cancellation requests within 72 hours after we receive your request. If you cancel before two weeks of your billing period or are inadvertently charged for the next period's fee, contact us to have the charges reversed (14 days' notice is required to cancel direct debit payments). If you use Mobile App and/or Coaching during that next period, you will not be entitled to a refund. We reserve the right to collect fees, surcharges, or costs incurred before your cancellation takes effect, and such collected amounts are non-refundable.

#### **5. Availability of Coaching**

The availability and use of Mobile App and/or Coaching (or any portion thereof) may be limited based on demographic, geographic, health or other criteria as we may

establish from time to time. You understand and agree we may disallow you from subscribing to Mobile App and/or Coaching or may terminate your subscription to Mobile App and/or Coaching at any time based on these criteria.

## **6. Privacy Statement and Security**

- A. Beautbodies respects your privacy. This privacy statement describes how we collect and use your personal information when you provide it to us. When you browse our website, you do so anonymously, unless you have previously indicated that you wish Beautbodies to remember your login and password. We do not collect personal information, including your email address, but we may log your computer's internet address to determine which part of our website you visit and the duration of your visit. Beautbodies does collect and use personal information to complete transactions when you order products or services, when you sign up to receive our newsletter, when you complete surveys, when you sign up for and use our Mobile App and/or Coaching, or request to be contacted. The types of personal information you provide to us on these pages and Mobile app and Coaching may include contact information or information that may be used to identify you, including, but not limited to, your first and last name, email address, home address, telephone number, financial information such as your credit card number, unique information such as user IDs and passwords, and other contact information such as title, birth date, gender, occupation, industry, and personal interests. The testimonials posted on our Web site are only posted with the expressed permission of the individual who provided that testimonial.
- B. When you sign up and use the Services various other types of usage data and personal data is collected as a result of utilizing our Services (including Website, Mobile App, and/or Coaching). Some data such as but not limited to name, email, address, phone number, gender, billing information, credit card information, other types of personal information which may include personal health information is required in order to provide the Services. You may chose not to share some information but this may limit our ability to provide Services to you. Some information may not be required but is collected as you interact with the Services. Contact us at [info@beautbodies.com](mailto:info@beautbodies.com) if you have questions about required information and information that is not required to utilize our Services.
- C. Examples of various types of data that may be collected as a result of utilizing our Services include but are not limited to the following: first name, last name, address, zip code, email address, date of birth, phone number, prefix, city, state, language, place of employment, data/responses collected through user completion and/or or non-completion of surveys and/or questionnaires, data collected through user completion and/or non-completion of various assigned tasks, data collected related to user symptom tracking, data imported and/or connected by the user from other mobile applications and/or fitness trackers used by the user, data collected from other forms of uploaded and/or recorded data (this can include but is not limited to profile pictures, uploaded pictures, uploaded videos, personal notes, blood pressure readings, medication names, medication dosages, medication dosing schedule, medication reminders, tracking related to task completion and trends, blood glucose readings and trends, mood, food pictures, food intake details –food pictures

and various other details related to dietary intake, exercise details –activity type, duration, etc., other activities, steps, weight, calories, goals, chat conversations with group members, chat conversations with Coaches, scheduled appointments, completion of assigned tasks, care provider details, and other various types of data entered by the user and/or Coach and/or Beautbodies staff and/or other third-party individuals contracted by Beautbodies and/or third-party organizations contracted by Beautbodies.

- D. Beautbodies utilizes third-party vendors and/or licensors to provide services related to business operations, to include but not limited to collection of payment, providing Services. By utilizing our Services you agree to the usage, storage and disclosure of user data and personal information (to include personal health information) by Beautbodies to various third-party vendors and/or third-party licensors of Beautbodies. You also acknowledge and agree to the usage, storage and disclosure of such data and information by our third-party licensors to their third-party licensors and so on in order to provide such services.
- E. Beautbodies has licensed technology software and services, including but not limited to downloadable mobile application software, from MyPTHub, Inc. Any and all data collected through utilization of our Services is subject to collection, usage, and storage by My PT Hub (MPTH) and MPTH third-party licensors. By using our Services you acknowledge that My PT Hub and My PT Hub, Inc third-party licensors will, may, and/or can use, store, and/or disclose any and all user data (to include but not limited to data collected as a result of your participation in Coaching and utilization of Mobile App and/or Website). You also give permission for My PT Hub, Inc (MPTH) and MPTH third-party licensors to use, store and/or disclose any and all user data (to include but not limited to data collected as a results of utilizing our Services). Please contact [sales@myptub.co.uk](mailto:sales@myptub.co.uk) for further information related to the privacy policies of My PT Hub, Inc. Beautbodies does not control the privacy practices of My PT Hub, Inc or any other third-party organization.
- F. Beautbodies may offer an E-Newsletter to subscribers. In order to subscribe to the e-Newsletter you must provide personal information, to include first name, last name and email address for the purpose of delivering the E-Newsletter to the email address you provide. We may also use the personal information you provide to contact you regarding various services and/or offerings we may have from time to time. By signing up for the E-Newsletter you agree and acknowledge that the information provided in the E-Newsletter is for informational, marketing and/or educational purposes only. Beautbodies does not guarantee the accuracy of the information contained in the E-Newsletter. No information provided in the E-Newsletter should be construed as medical advice. When you sign up for our E-Newsletter you also agree to the terms and conditions set forth by Mailchimp and any other third-party vendor or licensor of Beautbodies for the purposes of providing the E-Newsletter. You also agree and acknowledge that you give express consent to Beautbodies for Beautbodies to transfer the data to Mailchimp and/or other third-party vendors of Beautbodies in order to provide the E-Newsletter. Please visit [MailChimp.com](http://MailChimp.com) for further information related to the terms and conditions and privacy practice of Mailchimp. If you wish to unsubscribe to the E-newsletter then you can unsubscribe at the bottom of the E-Newsletter communication that you receive or contact us at [info@beautbodies.com](mailto:info@beautbodies.com).



- G. In order to provide our Services various types of personal data is collected depending on the specific services being provided. As a result of interacting with and/or using and/or subscribing to and/or accessing our Services you agree to provide personal data which is required to provide the service. If you are unable to provide the requested data then you should not use and are not permitted to use our Services. You should also not sign up for our E-Newsletter if you do not wish to receive emails from us or provide the required information (for example, email address and name).
- H. Beautbodies may share information with governmental agencies or other companies assisting us in fraud prevention or investigation. We may do so when we are permitted or required by law, or are trying to protect against or prevent actual or potential fraud or unauthorized transactions or are investigating fraud which has already taken place.
- I. We are committed to protecting your privacy and security. For more information, you should review our Notice of Privacy Practices, which are incorporated into this Agreement by this reference. Please note, phone and video sessions in connection with the Coaching offerings (to include virtual, group, telephone, one-on-one coaching) may be recorded for quality assurance and training purposes. Group Chat messages between users and Coach Chat messages between users and Coaches may be recorded, archived, and reviewed for quality assurance and training purposes.
- J. Beautbodies may use cookie and tracking technology depending on the features offered. Cookies and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to our site, and understanding how visitors use our site. Cookies can also help customize the site for you. Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties such as Google for the purpose of serving ads on other websites based on your visit to our site. If you prefer, you can set your browser to refuse a cookie when your browser alerts you to its presence. You can refuse all cookies by turning them off in your browser or, for Google cookies, you may opt out by visiting the [Ad Preferences Manager](#). While you do not need to have cookies turned on to navigate through much of Beautbodies's website, you may not be able to take full advantage of our website if you do.
- K. Beautbodies does not knowingly collect information from children under the age of 13 and our website is not intended to attract children under the age of 13. We encourage parents and guardians to take an active role in their children's online activities and interests.
- L. As a part of our Services, we may provide links to third-party websites for your convenience and/or information. If you access those links, you will leave the Beautbodies website. Beautbodies does not share your personal information with those websites, unless they are a contracted third-party vendor or licensor of Beautbodies. We are not responsible for the privacy practices of any other company or organization, which may differ from ours. We encourage you to review the privacy policy of any company before visiting their websites and/or submitting your personal information.



- M. If we change our privacy statement, we will post the revised statement here. If we make significant changes to the way we use our personal information, we may also notify you by other means, such as posting a notice on our home page. If you have any questions, concerns, or comments about our privacy statement you may contact us using the [contact page](#).

## **7. Health Disclaimer**

Our Services provide weight management and lifestyle-related information applications and content published over the Internet and are intended only to assist users in their personal weight management and healthy lifestyle efforts and goals. Beautbodies is providing these services as non-medical services and the Coaching is not medical coaching and our staff cannot give you medical advice or diagnosis. Nothing contained in our Website or through the Coaching should be construed as such advice or diagnosis. The information and reports generated by us should not be interpreted as a substitute for physician consultation, evaluation, or treatment. You are urged and advised to seek the advice of a physician before beginning this or any lifestyle-related or weight management effort or regimen. You represent that you are in good enough health to begin using our Services, which may include changes to your diet and/or physical activity, and/or other lifestyle related behaviors. Individuals with chronic diseases or health problems supervision are specifically warned to seek professional medical advice prior to initiating any form of weight management or lifestyle change effort. If you have been diagnosed with a chronic disease or other health condition, you represent that you have obtained approval from your health care provider to receive the Services before using them and that you will be actively supervised by your health care provider while utilizing our Services. User participation and engagement are required. User acknowledges that results may vary, despite your efforts, and Beautbodies cannot guarantee that you will lose weight or achieve your lifestyle-related goals.

For more information, you should review our Health Notice, which is incorporated into this Agreement by this reference.

## **8. Automatically Become a Registered User**

As a subscriber to our Mobile App and/or Coaching, you automatically become a registered user of a Community Platform, which provides you with the ability to post messages on the Group Chat. A "Community Platform" means any blog, personal page, group page, chat room, Group Chat, message board, bulletin board, recipe swap, or similar activity where you can communicate with other users of our Website and/or Mobile App and/or Coaching and post your own Content. If you cancel your subscription to Coaching, you may remain a registered user of our Basic Version of the Mobile App, however you will not receive access to portions of the Mobile App (including some content and personal coaching which is only available to Subscribers).

## **9. Restrictions on Use of Materials**

You acknowledge that our Website and/or Mobile App contains information, software, photos, video, text, graphics, music, sounds, questions, creative

suggestions, messages, comments, feedback, ideas, recipes, notes, drawings, articles and other materials (collectively, "Content") that are protected by copyrights, patents, trademarks, trade secrets and/or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All trademarks and trade names appearing on our Website are trademarks and trade names of their respective owners. Our commercial partners, suppliers, advertisers, sponsors, licensors, contractors and other third parties may also have additional proprietary rights in the Content which they make available on our Website. You may not modify, publish, transmit, distribute, perform, participate in the transfer or sale, create derivative works of, or in any way exploit, any of the Content, in whole or in part. When Content is downloaded to your computer or mobile phone or other electronic device, you do not obtain any ownership interest in such Content. Modification of the Content or use of the Content for any other purpose, including, but not limited to, use of any Content in printed form or on any other website or networked computer environment is strictly prohibited unless you receive our prior written consent.

## **10. Community Standards and Conduct Guidelines**

You acknowledge that all Content and all information, software, photos, video, text, graphics, music, sounds, questions, creative suggestions, messages, comments, feedback, ideas, recipes, notes, drawings, articles and other materials posted, emailed, or otherwise transmitted to or on our Website and/or Mobile App, whether posted at our request or voluntarily, and whether publicly posted or privately transmitted (collectively, the "Postings"), are the sole responsibility of the person who made such Postings. This means that you are entirely responsible for all Postings that you post, email or otherwise transmit to our Website and/or Mobile App. We do not control the Postings posted, emailed or otherwise transmitted on our Website and/or Mobile App by others and, as such, we do not guarantee the accuracy, integrity or quality of such Postings. Although we have adopted community standards and conduct guidelines for the users of our Website and Mobile App (as described below), you understand that by using our Website and/or Mobile App, you may be exposed to Postings that are offensive or objectionable. Under no circumstances will we be liable in any way for any Postings (other than for Content developed by us or our affiliates), including, but not limited to, for any errors or omissions in any Postings, or for any loss or damage of any kind incurred as a result of the use of any Postings posted, emailed or otherwise transmitted to or through our Website and/or Mobile App. You agree not to use our Website and/or Mobile App (including any Community Platform) to:

- A. Upload, post, email or otherwise transmit any Postings or other materials that are unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable (in our sole discretion);
- B. Harm minors in any way, or solicit or otherwise attempt to gain any information from a minor;
- C. Impersonate any person or entity, including, but not limited to, any user of our Website and/or Mobile App, a director, officer, employee, shareholder, agent or representative of Beautbodies or our affiliates, or any other person or

- entity, or falsely state or otherwise misrepresent your affiliation with Beautibodies, our affiliates or any other person or entity;
- D. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Postings or other materials transmitted to or through our Website and/or Mobile App;
  - E. Upload, post, email or otherwise transmit any Postings or other materials that you do not have a right to upload, post, email or otherwise transmit under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
  - F. Upload, post, email or otherwise transmit any Postings or other materials that infringe upon any patent, trademark, trade secret, copyright, right of privacy or publicity or other proprietary rights of any party;
  - G. Upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of commercial solicitation, except in those areas, if any, that are specifically designated for such purpose;
  - H. Upload, post, email or otherwise transmit any Postings or other materials that contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
  - I. Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of a Platform (or other portion of our Website) are able to type, or otherwise act in a manner that negatively affects or otherwise diminishes the quality of another user's experience of our Website and/or Mobile App;
  - J. Interfere with or disrupt our Website, Mobile App or servers or networks connected to our Website and/or Mobile App, or disobey any requirements, procedures, policies or regulations of networks connected to the Website and/or Mobile App;
  - K. Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, any regulations having the force of law;
  - L. "Stalk" or otherwise harass another user or employee of our Website, Mobile App and/or Coaching;
  - M. Solicit, collect or post personal data or attempt to solicit, collect or post personal data about other users of the Website and/or Mobile App, including user names or passwords; or
  - N. Access or attempt to access another user's account without his or her consent.

Your privilege to use our Services and contribute to discussions on the Community Platform (Group Chat) depends on your compliance with the community standards and conduct guidelines set forth above. We may revoke your privileges to use all or a portion of our Website and/or Mobile App, take any other appropriate measures to enforce these community standards and conduct guidelines if violations are brought to our attention. Further, if you fail to adhere to our community standards and conduct guidelines, or any part of this User Agreement, we may terminate, in our sole discretion, your use of, or participation in, any Community Platform. All Community Platform communications, including, but not limited to, chat, Group Chat, message board, blog, groups, and profile communications, are public and not private

communications. User names, profile pictures are public and not private. Members of Group Chat or any other Community Platform are able to view your username, profile picture and posts. Therefore when you utilize the Mobile App your username, profile picture, comments on the Group Chat are not confidential and are public. We reserve the right to monitor some, all, or no areas of our Website and/or Mobile App (including any Community Platform, including Group Chat) for adherence to the community standards and conduct guidelines set forth above or for any other purpose. You acknowledge that by providing you with the ability to distribute Postings in the Community Platform (including Group Chat), we are acting as a passive conduit for such distribution and we are not undertaking any obligation or liability relating to any Postings or activities in any Community Platform (including Group Chat), nor do we endorse any such Postings. Although we reserve the right to remove, without notice, any Community Platform (including Group Chat) posting for any reason, we have no obligation to review Content prior to the Content's posting or to delete Postings that you may find objectionable or offensive. We are not responsible for maintaining a copy of any material we remove from our Website and/or Mobile App, and we are not liable for any loss you incur in the event that Content you post or transmit to our Website and/or Mobile App is removed.

## **11. Submissions**

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## **12. Links**

This Agreement applies only to our Website and/or Mobile App, and not to the websites of any other person or entity. We may provide, or third parties may provide,

links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse (and are not responsible or liable for) any content, advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that, under no circumstances, will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, advertisements, products or other resources available on any other website (regardless of whether we directly or indirectly link to such content, advertisements, products or other resources). You should direct any concerns with respect to any other website to that website's administrator or webmaster.

### **13. Copyright**

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### **14. Disclaimers of Warranties**

PLEASE NOTE THE FOLLOWING IMPORTANT DISCLAIMERS OF WARRANTIES: THE PRODUCTS, SERVICES, OFFERINGS, CONTENT AND MATERIALS (INCLUDING, WITHOUT LIMITATION, THE COACHING) ON OUR WEBSITE AND/OR MOBILE APP AND/OR ANY OTHER PLATFORM ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY OR NON-INFRINGEMENT. NEITHER BEAUTBODIES, ANY OF OUR AFFILIATES, NOR ANY OF OUR OR THEIR RESPECTIVE LICENSORS, LICENSEES, SERVICE PROVIDERS OR SUPPLIERS WARRANT THAT OUR WEBSITE AND/OR MOBILE APP OR ANY FUNCTION CONTAINED IN OUR WEBSITE AND/OR MOBILE APP WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR WEBSITE AND/OR MOBILE APP OR THE SERVERS THAT MAKE OUR WEBSITE AND/OR MOBILE APP AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY PRODUCT, OFFERING, CONTENT AND MATERIAL (INCLUDING, WITHOUT LIMITATION, THE COACHING AND/OR MOBILE APP) DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR WEBSITE AND/OR MOBILE APP IS DONE AT YOUR SOLE RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE PHONE, AND/OR ANY OTHER ELECTRONIC DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH PRODUCT, OFFERING, CONTENT OR MATERIAL (INCLUDING, WITHOUT LIMITATION, THE COACHING AND/OR MOBILE APP). NEITHER BEAUTBODIES, ANY OF OUR AFFILIATES, NOR ANY OF OUR OR THEIR RESPECTIVE LICENSORS, LICENSEES, SERVICE PROVIDERS OR SUPPLIERS WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PRODUCTS, OFFERINGS,

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#### **15. Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE AND OUR AFFILIATES WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM, (A) THE USE OR THE INABILITY TO USE OUR WEBSITE AND/OR MOBILE APP (INCLUDING, WITHOUT LIMITATION, COACHING AND/OR THE FEE- BASED PRODUCTS); (B) THE USE OF ANY CONTENT OR OTHER MATERIAL (INCLUDING, WITHOUT LIMITATION, THE COACHING) ON OUR WEBSITE AND/OR MOBILE APP OR ANY WEBSITE OR WEBSITES LINKED TO OUR WEBSITE, (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR WEBSITE AND/OR MOBILE APP (INCLUDING, WITHOUT LIMITATION, THE COACHING); (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (E) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR WEBSITE AND/OR MOBILE APP (INCLUDING, WITHOUT LIMITATION, THE COACHING); OR (F) ANY OTHER MATTER RELATING TO OUR WEBSITE AND/OR MOBILE APP. IN NO EVENT WILL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING OUR WEBSITE AND/OR MOBILE APP OR FOR PARTICIPATING IN COACHING OR ANY OF OUR FEE BASED SERVICES OR FREE SERVICES . IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR WEBSITE AND/OR MOBILE APP AND/OR COACHING OR OTHER SERVICES, OR WITH ANY OF PROVISION OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF OUR WEBSITE, MOBILE APP AND/OR COACHING AND/OR SERVICES. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

#### **16. Indemnification**

You agree to indemnify, hold harmless and, at our option, defend us and our affiliates, and our and their officers, directors, employees, stockholders, agents and representatives from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorney's fees and expenses) arising from

your improper use of our Website, Mobile APP, our products, offerings, or Services (including, without limitation, the Coaching), your violation of this Agreement, or your infringement, or the infringement or use by any other user of your account, of any intellectual property or other right of any person or entity.

## **17. Governing Law and Choice of Forum**

This Agreement will be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to your use of our Services, Website, and/or Mobile App (including, without limitation, the Coaching) or this Agreement will be filed only in the state or federal courts located in Wabash County in the State of Indiana and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

## **18. Miscellaneous Terms**

In any action against us arising from the use of our Services, Website and/or Mobile App (including, without limitation, the Coaching), the prevailing party will be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable attorney's fees.

If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and will not affect the validity and enforceability of any remaining provisions. This Agreement is the entire agreement between you and us relating to the subject matter herein.

This Agreement may be modified only by our posting of changes to this Agreement on our Website and/or Mobile App, or by written agreement of both parties. Each time you access our Website and/or Mobile APP, you will be deemed to have accepted any such changes.

We may assign our rights and obligations under this Agreement. This Agreement will inure to the benefit of our successors, assigns and licensees. The failure of either party to insist in any one or more instances upon the strict performance of the terms, covenants, or conditions of this Agreement and to exercise any right under this Agreement, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the obligations of the other party with respect to future performance will be and remain in full force and effect.