



HOME GROWN MOVEMENT PERFORMANCE WODIFY TERMS OF USE

Welcome to Wodify!

Thanks for using the Wodify mobile applications (including Wodify, Wodify POS, Wodify Rise, Wodify Athlete, Wodify Core, and Wodify Arena – Judge’s App, as well as any other Wodify services that link to or reference these Terms) and/or visiting our website at wodify.com (collectively, the “Wodify Apps”). The Wodify Apps are provided by Wodify Technologies, LLC, a New Jersey limited liability company (“Wodify”, “we,” “our,” or “us”).

By using the Wodify Apps, you are agreeing to these Terms of Service (“Terms”). Please read them carefully. The Wodify Apps are very diverse, so sometimes additional terms or product requirements (including age requirements) may apply. If additional terms or conditions are available with or applicable to the relevant Wodify Apps, then those additional terms become part of your agreement with us if you use those Wodify Apps. By accessing or using the Wodify Apps, you intend and agree to be legally bound by these Terms. You may wish to print or save a local copy of the Terms for your records.

YOU ACKNOWLEDGE AND AGREE THAT THESE TERMS LIMIT OUR LIABILITY AND THAT YOU ARE RELEASING US FROM VARIOUS CLAIMS IN SECTIONS 8 AND 9 BELOW. THESE TERMS ALSO CONTAIN A WAIVER OF CLASS ACTION RELIEF AND A BINDING ARBITRATION PROVISION IN SECTION 14 THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS WITH RESPECT TO THE SERVICES. EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN SECTION 14 BELOW OR WHERE PROHIBITED BY APPLICABLE LAW, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

1. Using the Wodify Apps

You must follow any policies made available to you within the Wodify Apps, including our [Privacy Policy](#).

Don’t misuse the Wodify Apps. For example, don’t interfere with the Wodify Apps, try to access them using a method other than the interface and the instructions that we provide, or extensively or automatically copy any content from the Wodify Apps (in other words, no scraping). You may use the Wodify Apps only for your personal non-commercial use, and as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing the Wodify Apps to you, at any time and with or without notice, if you do not comply with our terms or policies, if we suspect misconduct, or for any other reason.

Using the Wodify Apps does not give you ownership of any intellectual property rights in the Wodify Apps or the content you access through them (“Content”). You may not use Content, except as permitted in these Terms, by its owner, or as otherwise permitted by law. These Terms do not grant you the right to use any branding or logos used in the Wodify Apps, including the Wodify name and logo. Don’t remove, obscure, or alter any legal notices displayed in or along with the Wodify Apps.

The Wodify Apps display some Content that is not our own, for example, Content belonging to third parties, you, or other users (collectively, “Third Party Content”). We are not responsible for, and you waive all of our liability with respect to, Third Party Content. Third Party Content is the sole responsibility of the individual or entity that makes it available to you via the Wodify Apps. We may review Third Party Content to determine whether it is illegal or violates our policies, and we may remove or refuse to display Third Party Content that we believe violates our policies or the law at any time and with or without notice. But we do not generally review Content beforehand, and we are not obligated to do so.

In connection with your use of the Wodify Apps, we may send you service announcements, administrative messages, and other information about us. By using the Wodify Apps, you consent to receiving email messages, text messages (e.g., SMS and/or MMS communications) and/or telephone calls, including to your wireless telephone number(s), from us in connection with your use of the Wodify Apps, including text messages and/or telephone calls that are automatically dialed and/or include pre-recorded messages. You may opt out of our marketing emails by clicking on the “unsubscribe” link in marketing e-mails or disabling notifications in the Wodify Apps’ settings. You opt out of receiving text messages by replying “STOP” to the text message that you received, after which, Wodify will send you a reply message to confirm that you have been unsubscribed. Please be aware that there may be a brief period before we are able to process your opt-out requests.

Using the Wodify Apps, or receiving messages related to the Wodify Apps, on mobile devices may cause you to incur messaging or data charges with your wireless provider. Please be aware that we have no control over these charges, and if you do not wish to be charged, you should stop using the mobile features (as applicable).

2. Your Wodify Account

You may need an account in order to use certain portions or capabilities of the Wodify Apps. If you create your own account, you agree that all registration information you give us will be accurate and current. If your account has been assigned to you by an administrator, such as your employer or educational institution, different or additional terms may apply, and your administrator may be able to access or disable your account. You will timely notify us of any changes to any of the foregoing information. You are responsible for controlling access to any PCs, mobile devices, or other end points that you allow to store your Wodify Apps password, or on which you enable a “Remember Me” or similar functionality (“Activated Device”). Accordingly, you agree that you will be solely responsible for all activities that occur under your Wodify Apps accounts, including the activities of any individual with whom you share your Wodify Apps account or an Activated Device. To protect your account, keep your password confidential. If you learn of any unauthorized use of your password, please contact us at support@wodify.com.

3. Privacy and Feedback

Our [Privacy Policy](#) explains how we treat your personal information and protect your privacy when you use the Wodify Apps. By using the Wodify Apps, you agree that we can collect, use, and share data from you as described in our [Privacy Policy](#). We are not responsible for any information or Content that you share with others via your use of the Wodify Apps. You assume all privacy, security, and other risks associated with providing any information, including personally identifiable information, to other users of the Wodify Apps.

If you submit feedback or suggestions about the Wodify Apps, you agree that we may use your feedback or suggestions for any purpose without obligation to you.

4. Content You Submit or Share

You may submit, upload, and share videos, pictures, text and other content to or through the Wodify Apps (“Your Content”), and in doing so you must follow these Terms and the rules and policies referenced in these Terms. You retain ownership of any intellectual property rights that you hold in Your Content. In short, what belongs to you stays yours.

When you upload, submit, or otherwise share Your Content to or through the Wodify Apps, you give us (and those we work with) a royalty-free, worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that Your Content works better with the Wodify Apps), communicate, publish, publicly perform, publicly display and distribute Your Content as may be necessary in order to fulfill requests you make via the Wodify Apps and to otherwise provide the Wodify Apps to you and to provide Wodify's services to your gym, Wodify's customer. The rights you grant in this license are for the limited purpose of operating, promoting, and improving the Wodify Apps, and to develop new ones. This license continues even if you stop using the Wodify Apps. Make sure you have the necessary rights to grant us this license for any content that you submit to the Wodify Apps.

You agree that you will not use the Wodify Apps to:

- Violate law or a third-party's rights;
- Submit excessive or unsolicited commercial messages or spam any users;
- Submit malicious content or viruses;
- Submit false or misleading information;
- Solicit other people's login information, credit card numbers, or other sensitive information;
- Harass, abuse, insult, harm, defame, slander, disparage, intimidate or bully other users; or
- Post objectionable, offensive, or harmful content, including but not limited to, content that is hate speech, threatening or pornographic, that incites violence or that contains nudity or graphic or gratuitous violence.

5. Digital Millennium Copyright Act Notice

As we ask others to respect our intellectual property rights, we respect the intellectual property rights of others, and we require our users and customers to do so, as well. If you are a copyright owner or its agent and believe that any content residing on or accessible through the Wodify Apps infringes upon your copyright, you may submit a notification under the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent (the "Designated Agent") with all of the following information in writing (see 17 U.S.C § 512(c)(3) for further detail):

- Identification of the work or material being infringed.
- Identification of the material that is claimed to be infringing, including its location, with sufficient detail so that we are capable of finding it and verifying its existence.
- Contact information for the notifying party (the "Notifying Party"), including name, address, telephone number, and email address.
- A statement that the Notifying Party has a good faith belief that the material is not authorized by the copyright owner, its agent or law.
- A statement made under penalty of perjury that the information provided in the notice is accurate and that the Notifying Party is authorized to make the complaint on behalf of the copyright owner.
- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed.

Please also note that the information provided in a notice of copyright infringement may be forwarded to the user who posted the allegedly infringing content. After removing material in response to a valid DMCA notice, we will notify the user responsible for the allegedly infringing material that we have removed or disabled access to the material. We will terminate, under appropriate circumstances, users who are repeat copyright infringers, and we reserve the right, in our sole discretion, to terminate any user for actual or apparent copyright infringement.

If you believe you are the wrongful subject of a DMCA notification, you may file a counter-notification with us by providing all of the following information to the Designated Agent at the address below:

- The specific URLs or other location of material that we have removed or to which we have disabled access.
- Your name, address, telephone number, and email address.
- A statement that you consent to the jurisdiction of U.S. District Court for the Eastern District of Pennsylvania, and that you will accept service of process from the person who provided the original DMCA notification or an agent of such person.
- The following statement: “I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.”
- Your signature.

Upon receipt of a valid counter-notification, we will forward it to Notifying Party who submitted the original DMCA notification. The original Notifying Party (or the copyright holder he or she represents) will then have ten (10) days to notify us that he or she has filed legal action relating to the allegedly infringing material. If we do not receive any such notification within ten (10) days, we may restore the material to the Wodify Apps.

The contact information for our Designated Agent is:

Wodify Technologies, LLC

Attention: Copyright Agent

1100 Ludlow Street, Suite 502

Philadelphia, PA 19107

Email: support@wodify.com

If you believe that any of your intellectual property rights other than copyrights have been infringed, please e-mail us at support@wodify.com. We reserve the right, in our sole and absolute discretion, to suspend or terminate any user who infringes the intellectual property rights of Wodify or others, and/or to remove, delete, edit or disable access to such person’s content. You agree that we have no liability for any action taken in accordance with this Section.

6. About Software in the Wodify Apps

You may be required to download software to use the Wodify Apps or certain features of the Wodify Apps, and the Wodify Apps may enable you to access software running on our (or our vendors’) servers (collectively, “Software”). You agree that we retain the ownership of all rights, title, and interest in and to the Software. Certain Software may update automatically on your device once a new version or feature is available, and you consent to such automatic updating.

Wodify gives you a personal, non-commercial, worldwide, royalty-free, non-assignable, and non-exclusive license to use the Software to access the Wodify Apps. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Wodify Apps as provided by us, in the manner permitted by these Terms. You may not copy, modify, distribute, sell, or lease any part of the Wodify Apps, nor may you reverse engineer or attempt to extract the source code of the Wodify Apps, unless laws prohibit those restrictions or you have our written permission.

There may be software programs contained within certain Wodify Apps that have been licensed to us by third parties. The same terms and conditions, including all limitations and restrictions, set forth in these Terms apply to each third-party software program contained in the Wodify Apps. You acknowledge and agree that any third-party components are owned by their applicable licensors. We do not make any representations or warranties

about the operation or availability of such third-party software. Neither we, nor our licensors, shall be liable for any unavailability or removal of such third-party software. We are not responsible for any communications to or from such licensors, or for the collection or use of information by such licensors. You consent to the communications enabled and/or performed by such third-party software, including automatic updating of the third-party software without further notice. You agree that such third-party software licensors are intended third-party beneficiaries under these Terms.

7. Modifying and Terminating the Wodify Apps

We are constantly changing and improving the Wodify Apps. We may add or remove functionalities or features, and we may suspend or stop providing any Wodify App altogether, at any time, with or without any notice and without any liability.

You can stop using the Wodify Apps at any time, although we'll be sorry to see you go. We may also stop providing Wodify Apps to you, or add or create new limits to the Wodify Apps, at any time, with or without notice.

Sections 8 – 14 will survive termination or expiration of these Terms indefinitely.

8. Our Warranties and Disclaimers

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS, NEITHER WODIFY NOR ITS LICENSORS, SUPPLIERS, ADVERTISERS, OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE WODIFY APPS. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE WODIFY APPS, THE SPECIFIC FUNCTIONS OF THE WODIFY APPS, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE ALSO DO NOT MAKE ANY WARRANTIES OR COMMITMENT RELATING TO NON-INFRINGEMENT, FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE, OR ERROR-FREE OR UNINTERRUPTED OPERATIONS. WE PROVIDE THE WODIFY APPS "AS-IS."

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES.

YOU AND YOUR HEIRS, SUCCESSORS, AND ASSIGNS HEREBY FOREVER IRREVOCABLY RELEASE, DISCHARGE, AND HOLD HARMLESS US, OUR AFFILIATES, AND OUR AND THEIR SUCCESSORS AND ASSIGNS, AND (WHERE APPLICABLE) THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, EMPLOYEES, AND AGENTS (COLLECTIVELY, "RELEASED PARTIES") FROM, AND AGREE NOT TO SUE ANY RELEASED PARTY FOR, ANY LIABILITIES, CLAIMS, OBLIGATIONS, SUITS, ACTIONS, DEMANDS, EXPENSES, AND DAMAGES WHATSOEVER (COLLECTIVELY, "LIABILITIES") THAT YOU MAY HAVE AGAINST ANY RELEASED PARTY WHETHER EXISTING NOW OR IN THE FUTURE, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF OR IN CONNECTION WITH YOUR OR A THIRD PARTY'S CONDUCT RELATED TO USE OF THE WODIFY APPS. YOU UNDERSTAND AND ACKNOWLEDGE THAT THE FOREGOING SENTENCE RELEASES AND DISCHARGES ALL LIABILITIES, WHETHER OR NOT THEY ARE CURRENTLY KNOWN TO YOU, AND YOU WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542. YOU UNDERSTAND THE MEANING OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." BY AGREEING TO THESE TERMS AND THIS WAIVER, YOU ASSUME ALL RISK ARISING FROM YET UNKNOWN CLAIMS.

9. Liability for the Wodify Apps

TO THE EXTENT NOT PROHIBITED BY LAW, WODIFY (AND ITS OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, AND AGENTS) AND OUR LICENSORS, SUPPLIERS, ADVERTISERS, AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT NOT PROHIBITED BY LAW, THE TOTAL LIABILITY OF WODIFY (AND ITS AFFILIATES, OFFICERS, DIRECTORS, MANAGERS, MEMBERS, EMPLOYEES, AND AGENTS), AND OUR LICENSORS, SUPPLIERS, ADVERTISERS, AND DISTRIBUTORS, FOR ANY AND ALL CLAIMS UNDER THESE TERMS OR RELATING TO YOUR USE OF THE WODIFY APPS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE GREATER OF USD \$5.00 OR THE AMOUNT YOU PAID US TO USE THE WODIFY APPS (OR, IF WE CHOOSE, TO SUPPLY YOU THE WODIFY APPS AGAIN).

IN ALL CASES RELATING TO PROVIDING YOU THE WODIFY APPS, WODIFY (AND ITS AFFILIATES, OFFICERS, DIRECTORS, MANAGERS, MEMBERS, EMPLOYEES, AND AGENTS) AND ITS LICENSORS, SUPPLIERS, ADVERTISERS, AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE OR THAT IS DUE TO EVENTS OUTSIDE OF OUR REASONABLE CONTROL, SUCH AS WARS, CRIMINAL ACTIVITIES, STORMS, EPIDEMICS, NATURAL DISASTERS, ACTS OF GOVERNMENT, SUPPLY INTERRUPTIONS, OR TELECOMMUNICATION OR INTERNET FAILURES.

10. Business/Employer Uses of the Wodify Apps

If you are using the Wodify Apps on behalf of a business or employer, you are accepting these Terms on their behalf, and that business or employer agrees to be bound by these Terms.

11. Indemnification

You hereby agree to indemnify, defend, and hold harmless Wodify, its affiliated companies, and its and their predecessors, successors, and assigns, and its and their respective directors, officers, managers, members, employees, agents, representatives, partners, and contractors from and against all claims, losses, expenses, damages and costs (including, but not limited to, reasonable attorneys' fees), resulting from or arising out of your actual or alleged breach of these Terms, any Content you provide through the Wodify Apps, or your use or misuse of the Wodify Apps. However, you will not be responsible for claims, damages, and costs which are found by a court of competent jurisdiction to have arisen solely from our violation of applicable law.

12. About these Terms

We may modify these Terms or any additional terms that apply to the Wodify Apps for any reason, for example, to reflect changes to the law or changes to the Wodify Apps. You should look at the Terms regularly and the "Last Updated" date at the end of these Terms. We'll use reasonable efforts to give you notice of these modifications, such as posting notice of modifications to these Terms in the Wodify Apps, or via email. By continuing to use the Wodify Apps after we make any such modifications, you agree that you will be subject to the modified Terms. If you do not agree to the modified terms, you should discontinue your use of the Wodify Apps.

If there is a conflict between these Terms and any additional terms for any Wodify App, the additional terms will control for that conflict.

These Terms control the relationship between Wodify and you. They do not create any third-party beneficiary rights (except in the limited case of Sections 6 and 13). If you do not comply with these Terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms.

The laws of the United States and the Commonwealth of Pennsylvania, excluding Pennsylvania's conflict of laws rules, will apply to any disputes arising out of or relating to these terms or the Wodify Apps.

You may not assign or delegate your rights or obligations relating to these terms or your account for the Wodify Apps without our prior written consent. We may assign these terms or assign or delegate any of our rights or obligations at any time.

13. Third Party Terms

You agree that in addition to these Terms, your use of the Wodify Apps is subject to the usage rules set forth in Apple's App Store terms of service, if you download our mobile app(s) from the App Store, or in Google's Google Play terms of service, if you download our mobile app(s) from Google Play, or any other third party platform, developer or distributor end-user license agreement and/or terms and conditions by which you agree to be bound when you download our mobile apps or otherwise access the Wodify Apps.

Without limiting the generality of the foregoing, if you downloaded a Wodify App from Apple, you and Wodify acknowledge and agree to the following: this agreement is concluded between you and Wodify only, and not with Apple Inc. ("Apple"). Wodify, not Apple, is solely responsible for the Wodify Apps and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Wodify Apps. In the event of any failure of any Wodify App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Wodify App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to any Wodify App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Wodify's sole responsibility. Wodify, not Apple, is responsible for addressing any claims by you or any third party relating to the Wodify Apps or your possession and/or use of the Wodify Apps, including, but not limited to: (i) product liability claims; (ii) any claim that any Wodify App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. In the event of any third-party claim that the Wodify Apps, or your possession and use of the Wodify Apps, infringes that third party's intellectual property rights, Apple will have no responsibility for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You must comply with any applicable third party terms of agreement when using any Wodify App (e.g., if you have a VoIP application, then you must not be in violation of the applicable wireless data service agreement when using any Wodify App). Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

Without limiting the generality of the foregoing, if you downloaded a Wodify App from Google, you and Wodify acknowledge and agree to the following: these Terms are solely made between you and Wodify. Google LLC ("Google") will not be responsible for, and will not have any liability whatsoever under any end-user license agreement governing any Wodify App. In the event of any defect or performance issue in any Wodify App, you agree to contact Wodify and not Google. To the extent you are asked to create a username, password, or other login information in any Wodify App, and to the extent Wodify Apps access any of your Personal Information (as defined in our [Privacy Policy](#)), you understand that all such information is available to Wodify.

14. Binding Arbitration

Without limiting your waiver and release in Section 8, you agree to the following:

a. Purpose. Any and all Disputes (as defined below) involving you and Wodify will be resolved through individual arbitration. In arbitration, there is no judge or jury and there is less discovery and appellate review than in court. This Section 14 (the “Arbitration Provision”) shall be broadly interpreted. Notwithstanding anything to the contrary in these Terms, this Section 14 does not apply to an action by either party to enjoin the infringement or misuse of its intellectual property rights, including copyright, trademark, patent or trade secret rights.

b. Definitions. The term “Dispute” means any claim or controversy related to the Wodify Apps, including but not limited to any and all: (1) claims for relief and theories of liability, whether based in contract, tort, fraud, negligence, statute, regulation, ordinance, or otherwise; (2) claims that arose before these Terms or any prior agreement; (3) claims that arise after the expiration or termination of these Terms; and (4) claims that are currently the subject of purported class action litigation in which you are not a member of a certified class. As used in this Arbitration Provision, “Wodify” means Wodify and any of its predecessors, successors, assigns, parents, subsidiaries and affiliated companies and each of their respective officers, directors, managers, members, employees and agents, and “you” means you and any users or beneficiaries of your access to the Wodify Apps.

c. Initiation of Arbitration Proceeding/Selection of Arbitrator. The party initiating the arbitration proceeding may open a case with JAMS by visiting its website (www.jamsadr.com) or calling its toll-free number (1-800-352-5267). You may deliver any required or desired notice to Wodify by mail at 1100 Ludlow Street, Suite 502, Philadelphia, PA 19107.

d. Right to Sue in Small Claims Court. Notwithstanding anything in this Arbitration Provision to the contrary, either you or Wodify may bring an individual action in a small claims court in the area where you access the Wodify Apps if the claim is not aggregated with the claim of any other person and if the amount in controversy is properly within the jurisdiction of the small claims court.

e. Arbitration Procedures. This Arbitration Provision shall be governed by the Federal Arbitration Act. Arbitrations shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures (the “JAMS Rules”) as modified by the version of this Arbitration Provision that is in effect when you notify Wodify about your Dispute. You can obtain the JAMS Rules from the JAMS by visiting its website (www.jamsadr.com) or calling its toll-free number (1-800-352-5267). If there is a conflict between this Arbitration Provision and the rest of these Terms, this Arbitration Provision shall govern. If there is a conflict between this Arbitration Provision and the JAMS rules, this Arbitration Provision shall govern. If JAMS will not administer a proceeding under this Arbitration Provision as written, the parties shall agree on a substitute arbitration organization. If the parties cannot agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will administer a proceeding under this Arbitration Provision as written applying the JAMS Rules. A single arbitrator will resolve the Dispute. Unless you and Wodify agree otherwise, any arbitration hearing will take place in Philadelphia, Pennsylvania. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information. The arbitrator shall issue a reasoned written decision that explains the arbitrator’s essential findings and conclusions. The arbitrator’s award may be entered in any court having jurisdiction over the parties only if necessary for purposes of enforcing the arbitrator’s award. An arbitrator’s award that has been fully satisfied shall not be entered in any court. The exclusive venue to enforce any arbitration decision, or to adjudicate any other matter relating to this Arbitration Provision, shall be the state and federal courts in and for Philadelphia, Pennsylvania.

f. Waiver of Class Actions and Collective Relief. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE

GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER WODIFY APP USERS, OR OTHER PERSONS. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

g. Arbitration Fees and Costs. If your claim seeks more than \$75,000 in the aggregate, the payment of the JAMS's fees and costs will be governed by the JAMS Rules. If your claims seek less than \$75,000 in the aggregate, the payment of the JAMS's fees and costs will be Wodify's responsibility. However, if the arbitrator finds that your Dispute was frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), the payment of the JAMS's fees and costs shall be governed by the JAMS Rules and you shall reimburse Wodify for all fees and costs that were your obligation to pay under the JAMS Rules. You may hire an attorney to represent you in arbitration. You are responsible for your attorneys' fees and additional costs and may only recover your attorneys' fees and costs in the arbitration to the extent that you could in court if the arbitration is decided in your favor. Notwithstanding anything in this Arbitration Provision to the contrary, Wodify will pay all fees and costs that it is required by law to pay.

h. Severability and Waiver of Jury Trial. If any part of subsection (f) of this Arbitration Provision is found to be illegal or unenforceable, the entire Arbitration provision will be unenforceable and the Dispute will be decided by a court. WHETHER IN COURT OR IN ARBITRATION, YOU AND WODIFY AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY TO THE FULLEST EXTENT ALLOWED BY LAW. If any other clause in this Arbitration Provision is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision and the remainder of this Arbitration Provision will be given full force and effect.

i. Continuation. This Arbitration Provision will survive the termination or expiration of these Terms.

15. Contacting Us

The Wodify Apps are provided and operated by Wodify Technologies, LLC, located at 1100 Ludlow Street, Suite 502, Philadelphia, PA 19107. All feedback, comments, and other communications relating to the Wodify Apps or these Terms should be sent to us at support@wodify.com.