

## GETFIT, CPT, LLC Terms and Conditions of Use

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR USE OF OUR WEBSITE CAREFULLY.

By using our Website (as defined below), GETFIT mobile applications (the “Apps”) and/or one of our fee-based products or offerings (all digital offerings, programs and services, collectively referred to as “Fee-Based Products” or “GETFIT Service” or “GETFIT Program” or “PATH 2 Fit Service” or Path 2 Fit Program” or “PATH 2 Fitness Service” or “Path 2 Fitness Program”), you agree to the terms and conditions set forth in these Terms and Conditions of Use (“Terms & Conditions”). We reserve the right, in our sole discretion, to change, modify, add or remove provisions of these Terms & Conditions at any time. You should check these Terms & Conditions periodically for changes. By using this Website, the Apps or our Fee-Based Products after we post any changes to these Terms & Conditions 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 these Terms & Conditions, you should not use our Website, the Apps and/or our Fee-Based Products and you should arrange to cancel your registered user account or membership with us, as applicable.

### 1. Scope of Terms & Conditions

Unless we indicate otherwise, these Terms & Conditions apply to your use of the websites which are owned or operated by GETFIT, CPT, LLC (“GETFIT”) and its affiliates (collectively, “we,” “us,” or “our”), including, without limitation, this website and any other website that we may own or operate currently or in the future (collectively, our “Website”) and all of the Fee-Based Products that we may offer currently or in the future. For purposes of these Terms & Conditions, “affiliates” shall mean any entity or person, directly or indirectly, owning a controlling interest in, owned by, or under common ownership control with, GETFIT.

### 2. Terms & Conditions — In General

By using this Website, you agree to be legally bound and to abide by these Terms & Conditions, just as if you had signed these Terms & Conditions. If you do not comply with these Terms & Conditions at any time, we reserve the right, if applicable, to terminate your password, user account, and/or access to this Website (or any part thereof). In our sole discretion and without prior notice or liability, we may discontinue, modify or alter any aspect of the Website, including, but not limited to, (i) restricting the time the Website is available, (ii) restricting the amount of use permitted, and (iii) restricting or terminating any user’s right to use the Website. You agree that any termination or cancellation of your access to, or use of, the Website may be effected without prior notice. If you do not abide by the provisions of these Terms & Conditions, 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 files in your user account and/or bar

any further access to such information and/or files, or our Website. Further, you agree that we shall not be liable to you or any third party for any termination or cancellation of your access to, or use of, our Websites. From time to time, we may supplement these Terms & Conditions with additional terms and conditions pertaining to specific content, activities or events (“Additional Terms”). Such Additional Terms may be placed on the Website to be viewed in connection with the specific content, activities, features or events and shall be identified as such. You understand and agree that such Additional Terms, and other policies such as the Membership Agreement, Privacy Policy, and other policies present on our website are hereby incorporated by reference into these Terms & Conditions.

### 3. Restrictions on Use of Materials

Unless otherwise specified, we grant you a non-exclusive, non-transferable, limited right to access, use and display this Website and the material provided hereon for your personal, noncommercial use, provided that you comply fully with the provisions of these Terms & Conditions. You acknowledge that this Website 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 Content is copyrighted under the United States copyright laws (and, if applicable, similar foreign laws), and we own a copyright in the selection, coordination, arrangement and enhancement of such Content. All trademarks appearing on this Website are trademarks 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 this 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, 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.

### 4. Becoming a Registered User

There is no cost to become a registered user of our Website. You do not have to become a registered user to use this Website. However, if you do not register, you may be precluded from using certain products, offerings, features, or resources of our Website. You must register in accordance with instructions that you will find on this Website to participate in, and to contribute to the Community (as defined in Section 6 below) . If you elect to become a registered user of our Website, you agree to provide us with true, accurate and complete information about yourself (“Registered User Data”), and to maintain and promptly update the Registered User Data and any other information you provide to us, to keep it accurate. Without limiting any other provision of these Terms & Conditions, 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 and refuse any and all current or future use of our Website (or any portion thereof). You agree not to assign, transfer or sublicense your rights as a registered user of this Website. You further agree not to register for more than one account, create an account on behalf of someone else, or create a false or misleading identity on this Website.

## 5. Privacy

We are committed to protecting your privacy and security. For more information, you should review our [Privacy Policy](#), which is incorporated into these Terms & Conditions by this reference.

## 6. Community Standards and Conduct Guidelines

You acknowledge that all Content posted, emailed, or otherwise transmitted to or on this Website, whether posted at our request or voluntarily, and whether publicly posted or privately transmitted (collectively the “Postings”) to or on our which can be accessed via the Website or through the our mobile applications, as applicable (collectively the “Community”) (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 the Community. We do not control the Postings posted, emailed or otherwise transmitted on our Website 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 the Community (as described below), you understand that by using this Website, 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 this Website.

You agree not to use this Website or the Community to:

- 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);
- Harm minors in any way, or solicit or otherwise attempt to gain any information from a minor;
- Impersonate any person or entity, including, but not limited to any user of this Website, a director, officer, employee, shareholder, agent or representative of GETFIT, our affiliates or any other person or entity, or falsely state or otherwise misrepresent your affiliation with GETFIT, or our affiliates or any other person or entity;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Postings or other materials transmitted to or through this Website;
- 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);

- 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. Copyrighted information may include content from another website or our member-only areas, a recipe from a book, images and intellectual property, recipes or activities and exclusive details about our food plan;
- 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;
- 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;
- Disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects or otherwise diminishes the quality of another user’s experience of this Website;
- Interfere with or disrupt the Community or this Website or servers or networks connected to this Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website;
- Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, any regulations having the force of law;
- “Stalk” or otherwise harass another user or employee of this Website; or
- Solicit, collect or post personal data or attempt to solicit, collect or post personal data about other users of the Website, including user names or passwords; or Access or attempt to access another user’s account without his or her consent;

Your privilege to use and/or access the Website (including the Community) and contribute to discussions in the Community depends on your compliance with standards conduct guidelines set forth above. If you participate in the Connect community, there are additional Connect Guidelines set forth in the app under Settings, Account Terms and Conditions, Connect Guidelines. We may revoke your privileges to use and/or access all or a portion of the Website or the Community and/or take any other appropriate measures to enforce these standards and conduct guidelines if violations are brought to our attention. Further, if you fail to adhere to the standards and conduct guidelines, or any part of these Terms, we may terminate, in our sole discretion, your use of, or participation in the Website or the Community. We reserve the right to monitor some, all, or no areas of this Website (including the Community) 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, 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 the Community nor do we endorse any such Postings. Although we reserve the right to remove, without notice, any 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 we are not liable for any loss you incur in the event that Content you post or transmit to our Website or Community is removed.

## 7. Submissions

If, at our request or on your own, you send, email, post or otherwise transmit to us or this Website any Content, (collectively, the “Submissions”), you grant us and our successors and assigns a royalty-free, perpetual, irrevocable, non-exclusive right (including any moral rights) and license (as well as consent) to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, communicate to the public, perform and display any Submissions (in whole or in part and with or without the use of your name, voice or image) worldwide and/or to incorporate the Submissions in other works in any form, media, or technology now known or later developed, for the full term of any copyrights, trademarks and other intellectual and proprietary rights (collectively, the “Rights”) that may exist in such Submissions. You also warrant that, to the extent you are not the exclusive holder of all Rights in a Submission, any third party holder of any Rights, including moral rights in such Submissions, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You further acknowledge that we and our successors and assigns shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions. You also permit any user to access, display, view, store and reproduce any Submission that you have made available in the Community for personal use. Subject to the foregoing, the owner of a Submission placed on this Website retains any and all Rights that may exist in such Submission. Except as provided in our [Privacy Policy](#), none of the Submissions shall be subject to any obligation of confidence on our part, and we shall not be liable for any use or disclosure of any Submissions.

## 8. Links

These Terms & Conditions apply only to this Website, and not to the websites of any other person or entity. We may provide, or third parties may provide, links to other worldwide 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 or apps (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.

## 9. Third Party Products and Services

You may order services, merchandise or other products through our Website from other parties (collectively, the “Third Party Sellers”). All matters concerning the services, merchandise and

other products desired from the Third Party Sellers, including, but not limited to, purchase terms, payment terms, warranties, guarantees, maintenance and delivery, are solely between you and the Third Party Sellers. We make no warranties or representations whatsoever with regard to any services, merchandise and other products provided by the Third Party Sellers. You will not consider us (and we will not be construed as) a party to such transactions, whether or not we may have received some form of revenue or other remuneration in connection with such transactions, and we will not be liable for any costs or damages arising out of, either directly or indirectly, you or any other person involved or related to the transactions.

## 10. Copyright Complaints

We respect the intellectual property of others, and we ask our users to do the same. We may, in appropriate circumstances and in our discretion, terminate the rights of any user to use our Website (or any part thereof) who infringes the intellectual property rights of others. The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe that your work has been copied in a way that constitutes copyright infringement or are aware of someone doing so, please contact us and include the following information

- a physical or electronic signature of the owner of the copyright or a person authorized to act on behalf of the owner;
- identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on this website are covered by a single notification, a representative list of such works);
- identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material on our Website;
- your name, mailing address, telephone number and email address;
- a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
- a statement by you that the information in your notification is accurate, and that you attest under penalty of perjury, that you are the copyright owner or that you are authorized to act on the copyright owner’s behalf. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices with respect to this website should be sent to [trainers.getfit@outlook.com](mailto:trainers.getfit@outlook.com)

## 11. Password and User Security

If you are a registered user of this Website, you are entirely responsible for maintaining the confidentiality of your password and user account information and for all activities which occur under your account. You agree to 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.

## 12. Health Disclaimer

This Website, the Apps and our Fee-Based Products provide weight loss, weight management, exercise planning, instruction, fitness information and activities, and mindset information and activities together with content published over the Internet and are intended only to assist users in their personal wellness journeys. We are not a medical organization, and our staff cannot give you medical advice or diagnosis. Nothing contained in this Website, the Apps or through the Fee-Based Products, including any information provided as part of any tailored program, should be construed as such advice or diagnosis. The information and reports generated by us are for general informational and educational purposes only, are not meant to be complete or exhaustive or to be applicable to any specific individual's medical condition and 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 any weight loss regimen or undertaking any fitness activities or exercise routines. Never disregard or delay seeking professional medical advice or treatment because of something you have read on this Website, the Apps, or the Fee-Based Products, including any information provided as part of a tailored program. This Website, the Apps and the Fee-Based Products are intended for use only by healthy adult individuals and are not intended for use by minors or individuals with any type of limiting health conditions. Such individuals are specifically warned to seek professional medical advice prior to initiating any form of weight loss regimen, fitness activities or exercise routines. You agree that GETFIT shall not be liable for any damages arising from personal injuries (including death) sustained as a result of your participation in any GETFIT program or fitness activities offered through the Website, the Apps and the Fee-Based Products.

For more information, you should review our [Health Notice](#) and [Consumer Bill of Rights](#), which are incorporated into this Agreement by this reference.

### 13. Disclaimers of Warranties

PLEASE NOTE THE FOLLOWING IMPORTANT DISCLAIMERS OF WARRANTIES: THE PRODUCTS, OFFERINGS, CONTENT AND MATERIALS (INCLUDING, WITHOUT LIMITATION, THE FEE-BASED PRODUCTS) ON THIS WEBSITE AND THE APPS 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 GETFIT, ANY OF OUR AFFILIATES, NOR ANY OF OUR OR THEIR RESPECTIVE LICENSORS, LICENSEES, SERVICE PROVIDERS OR SUPPLIERS WARRANT THAT THIS WEBSITE OR THE APPS, OR ANY FUNCTION CONTAINED IN THIS WEBSITE OR THE APPS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE APPS, OR THE SERVERS THAT MAKE THIS WEBSITE AND THE APPS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY PRODUCT, OFFERING, CONTENT AND MATERIAL (INCLUDING, WITHOUT LIMITATION, THE FEE-BASED PRODUCTS) DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS

WEBSITE OR THE APPS IS DONE AT YOUR SOLE RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, PHONE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH PRODUCT, OFFERING, CONTENT OR MATERIAL (INCLUDING, WITHOUT LIMITATION, THE FEE-BASED PRODUCTS). NEITHER GETFIT, 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, CONTENT AND MATERIALS (INCLUDING, WITHOUT LIMITATION, THE FEE-BASED PRODUCTS) IN THIS WEBSITE OR THE APPS IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED BY YOU FROM OUR PERSONNEL OR THROUGH THIS WEBSITE OR THE APPS SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THESE TERMS AND CONDITIONS.

#### 14. Limitation and Waiver of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE AND OUR AFFILIATES SHALL 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 THIS WEBSITE OR THE APPS (INCLUDING, WITHOUT LIMITATION, THE FEE- BASED PRODUCTS); (B) THE USE OF ANY CONTENT OR OTHER MATERIAL (INCLUDING, WITHOUT LIMITATION, THE FEE-BASED PRODUCTS) IN THE APPS OR ON THIS WEBSITE OR ANY WEBSITE OR WEBSITES LINKED TO THIS 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 THIS WEBSITE (INCLUDING, WITHOUT LIMITATION, THE FEE-BASED PRODUCTS) OR THE APPS; (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (E) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR WEBSITE OR THE APPS (INCLUDING, WITHOUT LIMITATION, THE FEE-BASED PRODUCTS); OR (F) ANY OTHER MATTER RELATING TO THIS WEBSITE OR THE APPS. IN NO EVENT SHALL 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 THIS WEBSITE, THE APPS AND OUR FEE-BASED PRODUCTS. IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR WEBSITE, APPS OR FEE-BASED PRODUCTS, OR WITH ANY PROVISION OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF THIS WEBSITE, THE APPS AND THE FEE-BASED PRODUCTS. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

THERE IS A RISK OF INJURY WHILE PARTICIPATING IN THE "FEE-BASED PRODUCTS " OUTLINED BY GETFIT (THE "ACTIVITY"). IN CONSIDERATION FOR THE RIGHT TO PARTICIPATE IN THE ACTIVITY, YOU HEREBY, FOR YOURSELF, YOUR HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, OR PERSONAL REPRESENTATIVES, KNOWINGLY AND VOLUNTARILY ENTER INTO THIS RELEASE OF LIABILITY AND HEREBY WAIVE ANY AND ALL RIGHTS, CLAIMS OR CAUSES OF ACTION OF ANY



KIND WHATSOEVER ARISING OUT OF YOUR PARTICIPATION IN THE ACTIVITY, AND DO HEREBY RELEASE AND FOREVER DISCHARGE GETFIT., ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FOR ANY PHYSICAL OR PSYCHOLOGICAL INJURY, INCLUDING BUT NOT LIMITED TO ILLNESS, PARALYSIS, DEATH, DAMAGES, ECONOMIC OR EMOTIONAL LOSS, THAT YOU MAY SUFFER AS A DIRECT RESULT OF YOUR PARTICIPATION IN THE AFOREMENTIONED ACTIVITY, INCLUDING TRAVELING TO AND FROM AN EVENT RELATED TO THE ACTIVITY.

TO THE EXTENT THAT STATUTE OR CASE LAW DOES NOT PROHIBIT RELEASES FOR NEGLIGENCE, THIS RELEASE IS ALSO FOR NEGLIGENCE ON THE PART OF GETFIT, ITS AGENTS, AND EMPLOYEES.

IN THE EVENT THAT YOU SHOULD REQUIRE MEDICAL CARE OR TREATMENT, YOU AGREE TO BE FINANCIALLY RESPONSIBLE FOR ANY COSTS INCURRED AS A RESULT OF SUCH TREATMENT AND THAT GETFIT SHALL NOT BE LIABLE FOR ANY PART OF SUCH COSTS. YOU ARE AWARE AND UNDERSTAND THAT YOU SHOULD CARRY YOUR OWN HEALTH INSURANCE.

#### 15. Indemnification

You agree to indemnify, hold harmless and, at our option, defend GETFIT 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 attorneys fees and expenses) arising from your improper use of this Website or our products or offerings, your violation of these Terms & Conditions, 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.

#### 16. Governing Law and Choice of Forum

These Terms & Conditions shall 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 this Website or these Terms & Conditions shall be filed only in the state or federal courts located in Vigo 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.

#### 17. Miscellaneous Terms

In any action against us arising from the use of this Website, the prevailing party shall 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 shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. These Terms & Conditions, together with the Membership Agreement ), and any Additional Terms present on the Website or provided to you by GETFIT are the entire agreement between you and us relating to the subject matter

herein. If you are a member to one of our online membership offerings or products, in the event of any conflict between these Terms & Conditions and the Membership Agreement, the Membership Agreement shall control. These Terms & Conditions may be modified only by our posting of changes to these Terms & Conditions on this Website, or by written agreement of both parties. Each time you access this Website, you will be deemed to have accepted any such changes.

We may assign our rights and obligations under these Terms & Conditions. These Terms & Conditions will inure to the benefit of our successors, assigns and licensees. The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of these Terms & Conditions, or to exercise any right under the Terms & Conditions, 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 same will be and remain in full force and effect. (Last modified as of May 5<sup>th</sup>, 2023)