

Membership Agreement

PLEASE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR USE OF OUR WEBSITE, APPS AND OUR FEE-BASED PRODUCTS AND OFFERINGS.

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 this Membership Agreement (this “Agreement”). 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 this Website, the Apps or our Fee-Based Products 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 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 Agreement

Unless we indicate otherwise, this Agreement applies to your use of the websites which are owned or operated by GETFIT, CPT, LLC (“GETFIT” “we,” “us,” or “our”) and our affiliates (collectively, “GETFIT”), including, without limitation, this website and any other website that we may own or operate currently or in the future (collectively, our “Website”), the Apps, including any software upgrades that may replace or supplement the original Apps, and all of the Fee-Based Products that we may offer currently or in the future. For purposes of this Agreement, “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. Your Use of this Website, the Apps and Our Fee-Based Products

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, the Apps, and the Fee-Based Products that you subscribed to, for your personal, noncommercial 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 member to, this Website, the Apps and/or our Fee-Based Products. You understand that only you may use your user account and password, and that your membership to our Fee-Based Products is only valid for your personal, noncommercial use and may not be shared with others. You agree to be financially responsible for all usage or activity of Fee-Based Products subscribed to by you. To subscribe to our Fee-Based Products, you represent that you are a United States citizen or resident with a valid United States mailing address.

By using this Website, the Apps and/or our Fee-Based Products, 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 this Website (or any part thereof), the Apps and/or our Fee-Based Products. In our sole discretion and without prior notice or liability, we may discontinue, modify or alter any aspect of the Website, the Apps or our Fee-Based Products, including, but not limited to, (i) restricting the time the Website, the Apps and/or a Fee-Based Product is available, (ii) restricting the amount of use permitted, and (iii) restricting or terminating any user's right to use the Website, the Apps and/or any of our Fee-Based Products. You agree that any termination or cancellation of your access to, or use of, the Website, the Apps and/or our Fee-Based Products 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 part thereof), the Apps and/or our Fee-Based Products. 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 Website, the Apps and/or our Fee-Based Products, except for a refund of any fees or charges prepaid by you with respect to our Fee-Based Products in accordance with paragraph 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 this Website, the Apps or our Fee-Based Products, including without limitation any change in content or any change in the amount or type of fees or charges associated with the Fee-Based Products, is to cancel or terminate your membership or registered user account, as applicable. From time to time, we may supplement this Agreement with additional terms and conditions pertaining to specific content, activities or events ("Additional Terms"). Such Additional Terms may be placed on the Website and/or in the Apps 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, including the Terms and Conditions, Health Notices, and Privacy Policy are hereby incorporated by reference into this Agreement.

3. Charges and Fees for Fee-Based Products

Certain portions, components, content and features of this Website and the Apps are only available to individuals who purchase a membership to one of our Fee-Based Products. Your access to the portions, components, content and features of the Website and Apps may vary depending upon which one of the Fee-Based Products you purchased. As a member to one of our Fee-Based Products, 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), the fixed and periodic charges and fees (including prepayment plan fees for multiple periods) set forth on this Website and in the Apps, applicable taxes, and other charges and fees incurred in order to access our Fee-Based Products. 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 this Website, the Apps 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 the standard or multiple-period prepayment plan billing period and at the start of each renewal period, unless you terminate or cancel your membership before the relevant renewal

period begins. Except in the case of a multiple-period prepayment plan, a recurring billing long term commitment plan or if you were eligible for a discounted rate but are no longer eligible for that rate, the renewal charge will be the same as the prior period's charge, unless we notify you in advance at the time of sign up or prior to the beginning of the renewal period as described above. Each time you use our Fee-Based Products you reaffirm your agreement that we may charge your credit card (or other form of payment, if applicable). In the event we cannot charge your account, we reserve the right to terminate your access to our Fee-Based Products. If you purchased a multiple- period prepayment plan, a recurring billing long term commitment plan or you were eligible for a discounted rate but are no long eligible for that rate, your membership will automatically be renewed at our standard membership rates and for our standard period (usually monthly) at the start of the renewal period.

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 Website, the Apps and our Fee-Based Products, 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 Fee-Based Products.

C. For purposes of your use of our Fee-Based Products including identification and billing, you agree to provide us with true, accurate and complete information as required by the membership or sign up process to our Fee-Based Products ("Membership 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 Membership Data with third parties as outlined in our [Privacy Policy](#) including for, but limited to, the purpose of verifying the information you provide and billing your credit card or otherwise charging your account. You agree to maintain and promptly update the Membership 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 membership and refuse any and all current or future use by you of our Website (or any portion thereof), the Apps or any of our Fee-Based Products. You are obligated to check the "Account Settings" feature of our Website or the Apps to determine whether your Membership Data is current and accurate, and, if not, to correct or update your Membership Data including your billing information. 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 this Website or in the Apps.

If your registration or membership is revoked for any reason, you agree not to register or subscribe again with our Website or in the Apps 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 Membership 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 membership until you update your Membership Data. If your credit card expires, is canceled, is lost or is subject to use without your authorization, access the Account Settings feature of this Website to update your Membership Data. 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. The fees, including the full monthly fee for any month (or portion thereof) elapsed (regardless of whether you participated in any of the Fee-Based Products or logged onto the Website or Apps during that month), purchase of any Fee-Based Products, and any Joining Fee, are non-refundable except as set forth below:

(1) If you are cancelling your membership within 3 days (or such other period as required by law) of your initial purchase, we will refund the full amount of such initial purchase. **(2)** If your membership is cancelled due to a medical reason prior to the end of a period for which you have incurred a charge, then, with the exception of any fixed upfront fee we may have charged, we will refund the unused portion of such period. **(3)** If we terminate your membership (as opposed to you canceling your membership), other than due to your violation of this Agreement, prior to the end of a period for which you have incurred a charge, with the exception of any fixed upfront fee (e.g. the sign-up fee), we will refund any unused portion of such period on a pro rata basis.

If you cancel your membership and are entitled to any refund as described in E(1) through (3) above, we reserve the right to charge a fee to cover the cost to us of any administrative or other services you may have used prior to your cancellation, to the extent permitted by law.

4. GETFIT Service Terms of Use

These Terms of Use apply to your access to, and participation in a GETFIT Service (any and all "Fee-Based Products") which is operated by us in the United States. These Terms of Use do not alter the terms and conditions of any other agreement you may have with us for products and/or services and are in addition to and incorporated into this Membership Agreement. GETFIT reserves the right to change, modify and/or eliminate the GETFIT Service in whole or in part in its sole discretion. Your participation in the GETFIT Service confirms your acceptance of these Terms of Use and any such changes or modifications, therefore, you should review these Terms of Use and applicable policies and FAQs frequently to understand the GETFIT Service.

The GETFIT Service is intended for your personal use only. Commercial use is strictly prohibited. The GETFIT Service is not targeted to nor intended for use by anyone under the age of 18.

A. GETFIT Service Description

The GETFIT Service allows you to receive individualized exercise plans or consultations. The products are as described per the Website. The products are all delivered virtually and best described as a Personal Training Service, or a form of online coaching. This personal training program may include exercises to build the cardio respiratory system (heart and lungs), the musculoskeletal system (which involves muscular endurance, strength and overall flexibility), and to improve body composition (increasing muscle and bone and decreasing body fat).

By purchase or use of any GETFIT Service you hereby consent to voluntarily engage in an acceptable plan of personal fitness training with GETFIT. You give consent to be placed in personal fitness training program activities which are recommended to you and may include dietary counseling, stress management, and health/fitness education activities. The levels of exercise you perform will be based upon your cardiorespiratory (heart and lungs) and muscular fitness. You understand that you may be required to undergo a graded exercise test prior to the start of your personal fitness training program in order to evaluate and assess your present level of fitness.

You have been informed by these Terms and the **Health Notices** that during your participation in the above-described personal fitness training program, you may be asked to complete the physical activities unless symptoms such as fatigue, shortness of breath, chest discomfort or similar occurrences appear. At this point, you have been advised that it is your complete right to decrease or stop exercise and that it is your obligation to inform your healthcare provider and GETFIT staff, should any develop. You understand it is GETFIT's recommendation to contact your primary care provider with any relevant information pertaining to the exercise sessions.

The product description and associated services are 'as is' on the website. These services are subject to change and it is your responsibility to review the product description, associated services and to address any questions to trainers.getfit@outlook.com.

B. GETFIT Service Eligibility

To be eligible for any GETFIT Service you must be 18 years of age, be in good physical health, and have discussed starting an exercise program with your primary care provider. You agree to have reviewed and be in full agreement with the **Health Notices** document prior to purchasing or starting any service. Eligibility will also be at the discretion of GETFIT and its staff. We use forms such as the PARQ Questionnaire and various American College of Sports Medicine Screening Guidelines to determine eligibility. We require having a completed PARQ from you in our possession, and if indicated by the PARQ, a medical clearance form to be completed by your healthcare provider. Our staff reserves the right to grant or deny eligibility at their discretion as well. These forms are available on the website.

By purchase of any GETFIT Service, you agree to update GETFIT., with any significant medical changes discussed with your primary care provider if they pertain to your ability to exercise or change the nature of your health screening questionnaire (PARQ). You agree to notify your primary care provider of your participation in your GETFIT Service.

You agree to allow GETFIT., to communicate with your primary care provider about the status of your health, the nature of the GETFIT Service, and any other information relevant to your health, safety, or successful participation in the aforementioned Fee-Based Product.

If you purchase any GETFIT Service, without the completion of a PARQ and Medical clearance (if indicated), you understand that you will not be able to receive the associated services until these are completed. GETFIT staff reserves the right make the final decision on your eligibility to participate. Your purchased product will be available to you once it is verified that you are eligible to participate. These GETFIT Service's will be considered non-refundable, unless otherwise communicated by GETFIT.

C. Termination/Modification of the GETFIT Service

We reserve the right at any point to change or terminate any and all aspects of the GETFIT Service in whole or in part.

D. Miscellaneous

- Redemption offers may be time-limited or available only in limited quantities.
- Except for willful misconduct or gross negligence on the part of GETFIT, by participating in the GETFIT Service, individuals release GETFIT, its subsidiaries, affiliates, suppliers, third party providers and their respective directors, officers, employees, and agents (collectively, "Released Parties") from any and all liability for any loss, harm, damages, cost or expense, including, without limitation, property damages, personal injury and/or death, arising out of or in any way connected to the GETFIT Service.

5. Cancellation of Membership

Either you or GETFIT may terminate or cancel your participation in our Fee- Based Products at any time. You understand and agree that the cancellation or termination of your participation 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 ours, including our Terms & Conditions and Privacy Policy, or our enforcement or application of these policies; (iii) the content available through the Website and the Apps or any change in content provided through the Website or on or through a Fee-Based Product; (iv) your ability to access and/or use our

Website, the Apps or any Fee-Based Product; 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 membership to our Fee-Based Products, 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), the Apps and/or our Fee-Based Products, except as we may otherwise provide from time to time.

From time to time, we may have special, discounted recurring billing long term commitment plans with predetermined early termination fees in lieu of our standard cancellation policy. If you subscribe to such a plan and you decide to cancel at any time prior to the end of the commitment plan period, you will be charged the pre-determined early termination fee as specified in the plan offer terms.

You can cancel your membership online or by contacting trainers.getfit@outlook.com .. We will attempt to process all cancellation requests within 72 hours after we receive your request. If you use our Fee-Based Product 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.

6. Availability of Fee-Based Products

The availability and use of our Fee-Based Products (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 our Fee-Based Products or may terminate your participation in our Fee-Based Products at any time based on these criteria. For example, individuals under the age of 18 may not subscribe to our Fee-Based Products, or we may limit participation based on other factors, which will be published from time to time.

You may not enroll in GETFIT participation if you are pregnant. As the GETFIT service is not designed, nor tailored for pregnant members, if you become pregnant while an active member, we recommend that you cancel your membership until your Healthcare Provider (HCP) advises resuming post-pregnancy. However, you may discuss with your HCP whether continuing your GETFIT participation during your pregnancy is suitable for you. If so, you may maintain your participation at the pricing you signed up for and utilize our resources and support for healthy living during your pregnancy, subject to the following guidelines: 1) you should prioritize your HCP's recommendations over the GETFIT service; and 2) you should be monitored by a HCP during your pregnancy and only follow your HCP's advice with respect to your weight, nutrition, activity, mindset and sleep. By maintaining your participation during your pregnancy, you assume all risks of your use of this Website, the Apps, Coaching, and/or Workshops, and you agree to hold us harmless from any and all claims, loss or damage, liabilities and costs, including attorney's fees, in connection with your use of this Website, the Apps, Coaching, and/or Workshops during your pregnancy. Alternatively, you may cancel your participation anytime during your pregnancy by emailing trainers.getfit@outlook.com

7. Privacy and Security

We are committed to protecting your privacy and security. For more information, you should review our [Privacy Policy](#) and [Notice of Privacy Practices](#), which are incorporated into this Agreement by this reference. Please note, Personal Coaching sessions may be recorded for quality assurance purposes. Virtual live events will also be recorded so that they can remain available in the Apps for viewing at your convenience.

A. Electronic Communications

When you send electronic messages (emails, texts or video chat) through the Fee-Based Products, you are communicating with us electronically and consent to receive return communications, if any, from us electronically. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

We also may contact you by email to respond to any questions you may send to us, send you email communications about information we think you will find useful—including announcements about new products and services through our Fee-Based Products, or communicate other information as necessary to administer the Fee-Based Products.

If you provide us with your cell phone number, you consent to receive text messages to that cell phone related to the Fee-Based Products.

8. Health Disclaimer

a. 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 service, 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 service. This Website, 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 condition. 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 service 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.

9. Automatically Become a Registered User

As a member to one of our Fee-Based Products, you automatically become a registered user of this Website, which provides you with access to certain products, offerings, features, or resources of our Website. If you cancel your membership to our Fee-Based Products, you will remain a registered user of our Website unless you specifically request otherwise.

10. Restrictions on Use of Materials

You acknowledge that this Website, the Apps and the Fee-Based Products contain 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 and in the Apps 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 and in the Apps. 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.

11. The 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 web communities which can be accessed via the Website or through the Apps (collectively the "Community"), whether posted at our request or through your voluntary participation, 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 the Community. We do not control the Postings posted, emailed or otherwise transmitted by others and, as such,

we do not guarantee the accuracy, integrity or quality of such Postings. Although we have adopted standards and conduct guidelines for the users of the Community (as described below), you understand that by participating in the Community, 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 the Community. You agree not to use 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 Community, a director, officer, employee, shareholder, agent or representative of us or our affiliates, or any other person or entity, or falsely state or otherwise misrepresent your affiliation with us, 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 the Community;
- 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 values of foods, 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 in the Community;
- Interfere with or disrupt the Community or servers or networks connected to the Community or the Apps, or disobey any requirements, procedures, policies or regulations of networks connected to the Community and/or the Apps;

- 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 of the Community; or
- Solicit, collect or post personal data or attempt to solicit, collect or post personal data about other users of the Community, 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 and Apps (including the Community) and contribute to discussions in the Community depends on your compliance with the standards and 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 all or a portion of 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 our standards and conduct guidelines, or any part of this Membership Agreement, we may terminate, in our sole discretion, your use of, or participation in the Community. We reserve the right to monitor some, all, or no areas of the Community for adherence to the 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, 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 the Community, and we are not liable for any loss you incur in the event that Content you post or transmit to the Community is removed.

12. Submissions

If, at our request or on your own, you send, email, post, participate in live virtual events, or otherwise transmit to the Website or Apps any user generated information, software, photos, video, text, graphics, music, sounds, questions, creative suggestions, messages, comments, feedback, ideas, recipes, notes, drawings, articles and other materials (collectively, the "Submissions"), you grant GETFIT and its 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 and 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 GETFIT and its 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 the Website or in the Apps 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.

13. Links

This Agreement applies only to this Website and the Apps, 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 (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.

14. Third Party Products and Services

You may order services, merchandise or other products through our Website or Apps 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.

15. 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 sole discretion, terminate the rights of any user to use our Website or Apps (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;
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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.

18. Indemnification and Hold Harmless

YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND, AT OUR OPTION, DEFEND US, OUR AFFILIATES, AND OUR AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, STOCKHOLDERS, AGENTS AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, SUITS OR ACTIONS OF ANY KIND WHATSOEVER FOR LIABILITY, DAMAGES, COMPENSATION OR OTHERWISE BROUGHT BY YOU, ANYONE ON YOUR BEHALF, OR BY THIRD PARTIES, INCLUDING ATTORNEY'S FEES AND ANY RELATED COSTS, IF LITIGATION ARISES PURSUANT TO ANY CLAIMS MADE BY YOU, ANYONE ELSE ACTING ON YOUR BEHALF, OR BY THIRD PARTIES ARISING FROM THE FEE BASED PRODUCTS. IF GETFIT INCURS ANY OF THESE TYPES OF EXPENSES, YOU AGREE TO REIMBURSE GETFIT.

19. Governing Law and Choice of Forum

This Agreement 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 the Apps (including, without limitation, the Fee-Based Products) or this Agreement 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.

20. State Law Provisions

A. Provisions applicable to you if you reside in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin: California:

B. Provisions applicable to you if you reside in California:

You, or your estate, may cancel this contract if you are unable to receive all services for which you have contracted, due to death or disability during the term of your contract. In either of these cases, you may cancel by mailing or delivering written notice of your cancellation to us. If you cancel for either of these reasons, you will be entitled to a pro-rated refund.

21. Miscellaneous Terms

In any action against us arising from the use of this Website or the Apps (including, without limitation, the Fee-Based Products), 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. This Agreement, together with the Terms & Conditions (if applicable) and any Additional Terms, are the entire agreement between you and us relating to the subject matter herein. In the event of any conflict between this Agreement, the Additional Terms and the Terms & Conditions, this Agreement shall control.

This Agreement may be modified only by our posting of changes to this Agreement on this Website or the Apps, or by written agreement of both parties. Each time you access this Website or the Apps, 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 upon or enforce the strict performance of the other party with respect to any provision of this Agreement, or 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 same will be and remain in full force and effect.

(Last modified on May 5th, 2023)