

FITR FITNESS TERMS OF SERVICE

Updated January 13, 2023

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. These terms and any policies incorporated by reference herein (collectively, the “Agreement”) are a binding contract between you and FITR Fitness. By checking the appropriate box indicating that you agree during registration, or by otherwise accessing the FITR Fitness website (“Website”), the application, or services, you hereby signify your agreement to the following terms and conditions and any policies referenced herein (collectively, the “Agreement”).

PLEASE READ SECTION 10.14 BELOW CAREFULLY. SAID SECTION AFFECTS YOUR LEGAL RIGHTS WITH REGARD TO ANY DISPUTES BETWEEN YOU AND FITR FITNESS.

1. FITR FITNESS SERVICES.

1.1. Services. FITR Fitness offers a variety of services designed to optimize your fitness results, including workout programs designed by a live trainer, live video assessments, virtual training sessions, and messaging (the “Services”). Portions of the Services are made available to you via the Trainerize app (the “App”). The specific Services features available to you will depend on which program you’ve purchased (and its program tier) or one-time services.

a. FITR FITNESS - Workout programs. These programs include the following services:

- Personalized Workout Program – tailored to you and your goals by a fitness professional to maximize your results during the duration of your purchased program (which depends on your on your goals, current level of fitness, and needs)
- 45 Min One on One Virtual Check Ins – to be used how you’d like – as a training session, Q&A session, for habit coaching, diet game planning, or any combination of the foregoing.
- Nutrition Advice – a one page breakdown of how you should be eating to maximize your results.
- Check Ins via the App – personalized messages from your trainer.
- 24/7 support.

Currently available monthly subscription program tiers are as follows:

	Desk 2 Shredded Self Starter	Desk/Couch 2 Shredded	Desk/Couch 2 Shred Premier
<i>Personalized Workout Program</i>	Included	Included	Included
<i>Virtual Check In</i>	Monthly	Monthly	Bi-Weekly
<i>Nutrition Advice</i>	Included	Included	Included, plus weekly meal plan
<i>App Check Ins</i>	Weekly	Daily	Daily
<i>24/7 Support</i>	App and E-mail support	App and e-mail support	App, e-mail, and phone support

b. One-Time Services. Additional virtual sessions are available for an additional, per-session charge. One-time custom fitness programs (“Custom Programs”) are also available for purchase from FITR Fitness for a one-time charge. Custom Programs shall be delivered to you within seven (7) business days of purchase. Custom Program purchasers may contact FITR Fitness one time with any issues, concerns, or questions regarding the Custom Program.

- 1.2. Services Guarantee. FITR Fitness spends significant resources ensuring that the programs it offers to its clients are thorough and effective, and FITR Fitness stands behind its Services. Your assigned fitness professional (the “FITR Pro”) will work with you to maximize the possibility that you will reach your goals. However, due to individual differences, whether due to physiology or other factors outside of FITR Fitness’ control, FITR Fitness does not guarantee your individual results.

Setting realistic goals based on your current level of fitness is the best way to ensure you’ll be able to reach your goals and make lasting changes. Being completely honest with your FITR Pro is critical for you to receive a program that will put you on the path to success. As you show your compliance with your current program, you and your FITR Pro will incrementally increase the intensity of your program.

Your success is our success. We will tweak, adjust, modify, and change your program up to once per week as needed to ensure we’re moving towards your goals. However, FITR Fitness holds the right to cancel or terminate your membership or limit communication with you at any time if we determine, at our sole discretion, that you are not strictly following your program and/or are not being 100% honest with respect to your training or diet.

- 1.3. FITR Pro. You will be assigned a FITR Pro upon your signing up for Services. You may request a change to your FITR Pro by contacting us at help@fitrfitness.com. We will make every effort to fulfill any change request, however, scheduling conflicts, FIT Pro availability, and other issues outside of FITR Fitness’ control may prevent a FITR Pro change.
- 1.4. Scheduling. You may schedule calls and video appointments (including paid virtual sessions, video assessments, and periodic check ins) either through the App (if your FITR Pro has granted you access to their calendar) or by contacting your FITR Pro directly via their preferred method of communication.

Both you and your FITR Pro will be expected to be online at the scheduled call or video appointment time. If you no show or are more than five (5) minutes late without 24 hrs prior notice, call and video appointment functionality may be revoked from your account at the sole discretion of FITR Fitness’ and your FITR Pro. If you are more than five (5) minutes late to your scheduled appointment, your appointment will be cancelled with no opportunity to reschedule, and paid virtual sessions will be charged to your account.

Paid virtual sessions are 45 minutes in duration, and check in appointment durations will be at the FITR Pro’s discretion and availability, up to 45 minutes. Your FITR Pro may schedule additional calls and/or video appointments at their sole discretion. If you require additional time with your FITR Pro we suggest you purchase our additional virtual sessions which are available at a discount to our monthly subscribers.

2. FEES AND PAYMENT TERMS.

- 2.1. Fees. Fees shall be as described on FITR Fitness’s Website’s (<http://www.fitrfit.com>). One time, 2 pay or Monthly membership fees (“Monthly Fees”) shall be charged to your credit card on file, in advance, on a

monthly basis. At the time of purchase, or at the time of purchase and the same date the following month for a two payment plan.

Fees for additional virtual sessions and Custom Programs shall be charged at purchase time. If purchased via the App, fees for additional virtual sessions and custom fitness programs ("One-Time Fees") shall be charged to your card on file. If purchased outside of the App, One-Time Fees may be paid via another, mutually agreed upon payment method.

All fees are non-refundable. All new potential clients are screened and then given a free consultation/assessment before they're eligible to purchase any FITR Fitness fitness programs. If you complete the consultation/assessment and still don't feel sure about moving forward with the FITR Fitness Services, we suggest you don't.

FITR Fitness may change Monthly Fees at its sole discretion with sixty (60) days advance written notice. FITR Fitness may change One-Time Fees at its sole discretion at any time without notice.

By providing your credit card information, you grant FITR Fitness authorization to submit charges to that credit card number Monthly Fees and One-Time Fees. If charges applied to your account are rejected, FITR Fitness reserves the right to assess a processing fee.

You understand that failure to pay charges as required may result in the disruption of your Services and your account being turned over to an outside collection agency. You agree to pay account balance, late fees, and collection charges if FITR Fitness places your account with an outside collection agency.

- 2.2. Storage of Payment Information. All credit card transactions are handled by a third-party payment service provider (Stripe). All credit card information is stored and encrypted by Trainerize (the App platform supplier) and Stripe (payment service provider). FITR Fitness does not retain any payment information. By using the App and Services you hereby consent to the foregoing.

3. SERVICE TERM AND TERMINATION.

- 3.1. Subscription Term. Monthly subscriptions shall begin on the day you sign up and shall continue in effect for one (1) month therefrom and then automatically renew for additional one (1) month renewal periods until cancelled or changed in accordance with this Agreement. You may cancel your monthly subscription at any time, and upon doing so, will have access to your subscribed service until the conclusion of the last month of your subscription.
- 3.2. Cancellation by FITR Fitness. FITR Fitness may cancel your subscription at any time by giving you notice. Any such cancellation of your subscription shall be effective at the end of the then-current monthly subscription period.

FITR Fitness may suspend or otherwise terminate your access to the Services: (i) if you have breached any provision of this Agreement (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of this Agreement); (ii) if we believe we are required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful); (iii) if we no longer offer any of the Services functionality you utilize; (iv) if you no longer agree to the terms and conditions of this Agreement; or (v) for any other reason or no reason, in FITR Fitness's sole and absolute

discretion. Such termination of the Service will not affect any of FITR Fitness's rights or your obligations arising under this Agreement prior to termination.

- 3.3. Term and Survival. This Agreement is effective as of date you first access the Website, App, or Services, whichever is first, and shall continue per the terms herein. Upon the termination of this Agreement for any reason, the following sections shall survive in perpetuity: 2, 3.3, 4, 5.4, 5.5, 5.6, 5.8, 5.9, 5.10, 6, 7, 8, 9, 10, and 11.

4. OWNERSHIP, LICENSE GRANTS, AND APPROPRIATE USE.

- 4.1. Ownership. FITR Fitness owns all worldwide right, title and interest in and to the Website, any content thereon or made available thereby, any content made available via the App (such content made available via the Website and the Services collectively referred to herein as "Content"), the Services, all derivatives thereof, and all worldwide intellectual property rights therein. Except as expressly described herein, this Agreement does not grant you any intellectual property license or rights in or to the Services, the Website, any of their components, or any Content, trademarks, service marks, or other intellectual property of FITR Fitness.
- 4.2. 3rd Party Services and Marks. All rights with respect to the marks, trade names, and/or service names of any third-party reproduced in providing the Service shall remain with said third-party. Said marks are used solely in a descriptive manner to actually reference said third-party's services.
- 4.3. Internal Use Only. Subject to the terms herein, FITR Fitness grants you a non-exclusive, limited, non-transferable, non-sublicensable, revocable license to use the Services, Website, App, and Content solely for your internal, personal, private, and non-commercial use. You shall not redistribute, or otherwise make the Services, Website, App, or Content, available to any third-party. All rights not expressly granted to you are reserved.
- 4.4. Appropriate Use. You agree not to rent, retransmit, disclose, publish, sell, assign, lease, sublicense, market or transfer the Services, Website, App, Content, or any portion thereof or use it in any manner not expressly authorized by this Agreement. You further agree not to translate, modify, or make derivative works of any portion of the Services, Website, App, or Content. Tampering with the Services, conducting fraudulent activities on the Services and all other illegal activities are prohibited and may subject a user to legal action and/or termination of your access to the Website, App, Content, and/or Services.

5. YOUR USE OF THE SERVICE.

- 5.1. Account Credentials. You shall use no less than reasonable efforts to maintain the security of your Services credentials. You agree not to transfer your account to any third-party. You shall be solely responsible for use of your credentials and/or your account by any third-party. You must notify FITR Fitness upon becoming aware of any breach or suspected breach of the security of your account.
- 5.2. Accurate Information. You agree to keep your account information accurate and complete. Misrepresentation of your identity or the ownership of the account information used with the Service shall be a material breach of the terms herein and may be a violation of applicable law.
- 5.3. Appropriate Conduct. FITR Fitness is a place where all individuals are welcome regardless of orientation, religion, gender, ethnicity, fitness level, or otherwise. Discrimination and harassment will not be tolerated. All clients and staff shall be treated with respect and are expected to act in a professional manner.

You hereby warrant and agree that you shall not: a.) use the Services for any illegal or unauthorized purpose; b.) use the Services in any way that violates any applicable law, regulation, legislation, or other applicable rules of any governing body; c.) modify, adapt, hack, or reverse engineer the Services; d.) engage in any activities that would create a false association with the Services; or e.) transfer or resell the Service.

- 5.4. User Content. You are solely responsible for any data, text, information, graphics, photos, profiles, audio clips, video clips, links, or other content (collectively, "User Content") that you submit, post, display, or otherwise make available via the Services, posting it via the Services, sending it to or making it available to FITR Pros, or otherwise. You warrant that you possess all necessary ownership rights and/or license grants necessary to use User Content in such manner and for its reproduction and display via the Services, and that it meets all applicable local, state, provincial, national and other laws, rules and regulations. **You shall indemnify FITR Fitness against any action or claim that such use of User Content infringes or misappropriates the intellectual property rights of any third-party.** You retain ownership of all intellectual property rights in your User Content, and third-parties retain all ownership of all intellectual property rights in their User Content.
- 5.5. License Grant to FITR Fitness. When you transfer User Content to FITR Fitness or to third-parties through the Services (or otherwise post said content to the Services), you give FITR Fitness and its designees a non-exclusive, worldwide, irrevocable, royalty-free, sub-licensable, transferable, perpetual right and license to use, host, store, cache, reproduce, publish, display (publicly or otherwise), perform (publicly or otherwise), distribute, transmit, modify, adapt (including, without limitation, in order to conform it to the requirements of any networks, devices, services, or media through which the Services is available), and create derivative works of such User Content. The rights you grant in this license are for the limited purpose of operating the Services, improving the Services, and allowing FITR Fitness to develop new services.
- 5.6. Third-Party Content and Services. You acknowledge and agree that content and links that you come across via the Services, App, or Website may be provided by third-parties and may include and point to content outside of FITR Fitness's control ("Third-Party Content"). FITR Fitness shall have no liability whatsoever for any such Third-Party Content, or any third-party fees you may incur by accessing such Third-Party Content, and you hereby release FITR Fitness from any claims related to or arising therefrom.
- 5.7. Other Use Restrictions. You agree that you will use the Services for your own internal use only. You will not: a.) allow third-parties to exploit the Services; b.) provide Services passwords or other login information to any third-party; c.) share non-public Services features or content with any third-party; or d.) access the Services in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the Services, or to copy any ideas, features, functions or graphics of the Services.
- 5.8. Consent to Messages. You hereby consent to receive from FITR Fitness and FITR Pros, Services related messages, marketing, and/or advertising for additional services, events, affiliate products, and services through the mediums of electronic mail, printed mails, phone calls, text messages (carrier fees may apply), social media messages, and/or any other medium.
- By providing us with your wireless phone number, e-mail address, or other contact information, you consent to FITR Fitness sending you informational messages related to the products, services, or information you have requested from us via such medium.
- You may opt-out of future marketing and advertising from FITR Fitness at any time through either express written notice, or by clicking on the applicable unsubscribe links contained in any such material.
- 5.9. Administration of Forums and Messages. You understand that you have no expectation of privacy with respect to messages sent and/or received via the Website, App, or Services. FITR Fitness may, at its sole

discretion, lock, delete, or otherwise make inaccessible any content on the Services, App, or Website, whether User Content, Third-Party Content, or otherwise.

- 5.10. Service Availability Level. FITR Fitness will use commercially reasonable efforts to maintain availability of the Services during your Subscription. You agree and understand that there will be times when the Services will not be available, such as scheduled maintenance times; outages; emergency maintenance; unavailability caused by software or hardware; and causes beyond our reasonable control. During your subscription FITR Fitness will make commercially reasonable efforts to notify you of planned downtime and unavailability of the Services. FITR Fitness is not liable for any delays, interruptions, or other transmission errors resulting from any lack of Services, whether or not the cause is mentioned in this paragraph, or any lack of Services caused by your device or your internet or wireless service provider.

6. CUSTOMER DATA AND PRIVACY.

- 6.1. Use of Personal Data. Personally identifiable information collected about you by the Website, App, and Services is treated in accordance with the Privacy Policy which is hereby incorporated into this Agreement by reference. If you do not agree to this Agreement or the Privacy Policy, you must immediately cease use of the Website, App, and Services. Notwithstanding anything to the contrary in the foregoing or within the Privacy Policy, to the extent permissible by applicable law, FITR Fitness may use such personally identifiable information at its discretion for the purposes of customizing and optimizing the Services for you and in order to improve and add functionality to the Services.

7. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY.

- 7.1. Warranty Disclaimer. The Website, App, and Services are provided to you without warranty of any kind, whether express or implied. FITR FITNESS SPECIFICALLY EXCLUDES AND DISCLAIMS WARRANTIES OF NONINFRINGEMENT, TITLE, THE WARRANTY OF MERCHANTABILITY, AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
- 7.2. Damages Limitation. IN NO EVENT SHALL FITR FITNESS BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUES, LOST SAVINGS, COSTS OF CAPITAL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, DOWNTIME COSTS, LOSS OR IMPAIRMENT OF DATA AND OTHER LOSS. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER FITR FITNESS KNOWS OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN.
- 7.3. Limitation of Liability. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF FITR FITNESS TO YOU ON WHATEVER BASIS, EXCEED THE TOTAL OF FEES RECEIVED BY FITR FITNESS FROM YOU DURING THE 6-MONTH PERIOD PRECEDING THE ACTION GIVING RISE TO THE CLAIM.

TO THE EXTENT THE LAWS OF YOUR JURISDICTION DO NOT PERMIT THE LIMITATION OF LIABILITY WITH RESPECT TO THE SERVICE AS DESCRIBED HEREIN, YOU AGREE THAT FITR FITNESS DISCLAIMS ALL LIABILITY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

- 7.4. Risk Allocation. The provisions herein allocate risks of loss or failure between you and FITR Fitness. The provisions contained in this Agreement reflect this allocation of risk and the disclaimer and limitations of liability contained herein.

8. RIGHTS OF FITR FITNESS.

- 8.1. Changes to the Service. FITR Fitness may, at its sole discretion, change or remove some or all Services functionality at any time. FITR Fitness reserves the right to interrupt the Services with or without prior

notice for any reason or no reason. You agree that FITR Fitness will not be liable to you for any loss of availability of the Services, interruption of the Services, delay, or failure to perform.

- 8.2. Change to the Agreement. FITR Fitness reserves the right to amend this Agreement at any time. If amendments constitute a material change to the Agreement, to be determined at the sole discretion of FITR Fitness, FITR Fitness will notify you via e-mail or via a conspicuous notice on the Services. Should you disagree with any change to this Agreement, your sole recourse shall be to terminate your use of the Service. Your continued use of the Service shall signify your agreement to any such modifications.
- 8.3. Refusal of Service. FITR Fitness reserves the right to refuse service to anyone for any reason at any time. FITR Fitness may permanently or temporarily terminate, suspend, or otherwise refuse to permit your access to the Services without notice and liability for any reason, including if in FITR Fitness's sole determination you violate any provision of this Agreement, or for no reason.
- 8.4. Trademarks. All FITR Fitness graphics, logos, designs, page headers, button icons, scripts, and service names are registered or unregistered trademarks or service marks of FITR Fitness. FITR Fitness reserves all rights in said trademarks and service marks and no rights therein are granted or transferred hereunder. You shall not use any of FITR Fitness's trademarks or service marks, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion.
- 8.5. Copyrights. You do not have permission to copy, reproduce, make derivative works from, distribute, republish, download, display, perform, post electronically or mechanically, transmit, record, or mirror any of the Content contained on the Website, App, or Services without the prior written permission of FITR Fitness. You may only display, download, or print the Content for the purpose of using the Service as an internal personal resource.

Content includes, but is not limited to, images, illustrations, designs, photographs, video clips, text, graphics, written information and other materials.

9. INDEMNIFICATION.

- 9.1. Indemnity. You agree to indemnify and hold harmless FITR Fitness, its subsidiaries, Affiliates, officers, directors, agents, and employees (collectively, the "Indemnitees"), harmless from any claim, loss, damage, demand, or liability (including attorney's fees; collectively, "Claims") arising out of or related to your use of the Website, App, and/or Services; your violation of any law or the rights of any third-party; or your breach of any term or warranty within this Agreement.

"Affiliate" means, with respect to any entity, any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such entity, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by contract, or otherwise.

10. TRAINERIZE TERMS AND PRIVACY POLICY.

- 10.1. Trainerize. Portions of the Services are made functional and/or provided by TSR Gym Technik Ltd. ("Trainerize"; said portions being referred to herein as the "Trainerize Functionality"). All use of the Trainerize Functionality is governed by the Trainerize End User Terms of Service (<https://www.trainerize.com/endUserTerms>), and Trainerize's use of your personal information is governed by the Trainerize Privacy Policy (<https://www.trainerize.com/privacy>). You agree that FITR Fitness shall have no liability to you for any act or omission of Trainerize, or any claim, loss, expense, or damages arising from or relating to the Trainerize Functionality. Should any conflict arise between the Trainerize End

User Terms of Service and this Agreement, or the Trainerize Privacy Policy and the FITR Fitness Privacy Policy, this Agreement and/or the FITR Fitness Privacy Policy shall prevail, but solely with respect to the subject matter contained therein.

11. GENERAL.

- 11.1. Governing Law. This Agreement shall in all respects be interpreted, construed in accordance with and governed by the laws of the State of New York. The Parties specifically exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods, if otherwise applicable.
- 11.2. Venue and Jurisdiction Provisions. Subject to the dispute resolution clause in Section 10.14 below, in the event of any litigation between the Parties, the Parties agree that the sole and exclusive venue and jurisdiction for any such action shall be in the courts of competent jurisdiction located in Kings County, New York. The Parties agree that the above referenced courts shall have personal and exclusive jurisdiction over the Parties for any dispute arising out of this Agreement.
- 11.3. Severability. In the event that any one or more of the provisions of this Agreement is for any reason held to be illegal or unenforceable in any respect, such illegality or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.
- 11.4. Force Majeure. Except with respect to the payment of fees due, neither party will be liable for any failure to perform due to unforeseen circumstances or causes beyond such party's reasonable control, including, without limitation, acts of God, pandemic, war, riot, acts of civil or military authorities, delay in delivery by vendors, fire, flood, accident, strikes, inability to secure communication or transportation facilities or labor or materials. In the event of a force majeure event, such party's time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby.
- 11.5. Entire Agreement. This Agreement is the entire agreement between the parties and supersedes all proposals, all prior agreements, commitments, oral or written, and all negotiations, conversations or discussions between the Parties relating to this Agreement.
- 11.6. Headings. Headings included in this Agreement are for convenience only and are not to be used to interpret the provisions of the Agreement between the Parties.
- 11.7. Assignment. You may not assign or delegate the rights and obligations of this Agreement without the prior express written permission of FITR Fitness. FITR Fitness may unilaterally assign or delegate the rights and obligations of this Agreement at its sole discretion. The terms of this Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns.
- 11.8. Waiver. The failure of either party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce any such provisions.
- 11.9. Benefit. This Agreement is made for the benefit of each of the parties and not for the benefit of any other persons.
- 11.10. Attorneys' Fees. In any litigation or arbitration between the parties, the prevailing party shall be entitled to reasonable attorney fees and all costs incurred in connection with such proceedings.
- 11.11. No Presumption. There shall be no presumption applied against any party on the ground that such party was responsible for preparing this Agreement or any part of it.
- 11.12. Equitable Relief. Each party acknowledges that a breach by the other party of any proprietary rights provision of this Agreement may cause the non-breaching party irreparable damage, for which the

award of damages would not be adequate compensation. Consequently, the non-breaching party may institute an action to enjoin the breaching party from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and a party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the non-breaching party may be entitled at law or in equity.

11.13.DMCA Notices. 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 in good faith that materials hosted by FITR Fitness infringe upon your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information as required by 17 USC § 512(c)(3)(A): (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the site are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Indeed to locate the material on the site; (d) the name, address, telephone number, and email address (if available) of the complaining party; (e) a statement that the complaining party has 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 (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send FITR Fitness a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices should be sent in writing to help@fitrfitness.com; Subject: Copyright Notice. Please be aware that there are penalties for false claims under the DMCA.

11.14.Dispute Resolution. You agree to notify FITR Fitness of any potential disputes. If we are not able to resolve your claims within 60 days, you may seek relief through arbitration as set forth below. Any action hereunder by you must be brought, if at all, within one (1) year from the accrual of the cause of action.

Any and all claims, except for those for which King’s County New York courts shall have jurisdiction per the terms above, will be resolved by binding arbitration, rather than in court. This includes any claims you assert against us, our subsidiaries, users, or any companies offering products or services through us (which are beneficiaries of this arbitration agreement). Arbitrations will be conducted by the American Arbitration Association (AAA) under its rules.

Any and all proceedings to resolve claims will be conducted only on an individual basis and not in a class, consolidated, or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. An arbitration decision may be confirmed by any court with competent jurisdiction.

11.15.Contact Information. If you have any questions, concerns, or complaints about our Service or anything under this Agreement or other Agreements with us, please contact us at the following:

FITR Fitness
447 Broadway 2nd Floor #PMB 247
New York, NY 10013
help@fitrfitness.com

FITR FITNESS PRIVACY POLICY

Updated January 14, 2023

THE TERMS OF THIS PRIVACY POLICY ARE LEGALLY BINDING. By using the FITR Fitness website, application, or services (collectively, the “Services”), you accept and agree to the terms of this privacy policy (the “Privacy Policy”), and consent to our collection, use, disclosure, retention, and protection of personal information as described herein.

FITR Fitness (referred to herein as “FITR Fitness”, “we”, “our”, or “us”), values and respects your privacy rights and recognizes the importance of protecting your information. This Privacy Policy explains what personal data we collect from you, how we use it, and options you have with respect to your own information.

This Privacy Policy is incorporated by reference by the FITR Fitness Terms of Service (www.fitrfit.com) and is subject to the terms therein.

1. SCOPE.

- 1.1. This Privacy Policy applies to the collection, use, and disclosure of your information by us through the Services. This Privacy Policy does not apply to any information not collected through the Services. **WE WILL NEVER SELL YOUR PERSONAL INFORMATION.**

2. COLLECTION; COOKIES POLICY.

- 2.1. How We Collect. We may collect personal information from you when you use or access our Services, including but not limited to, when you sign up for the Services, when you otherwise correspond with us in connection with your use of the Services, via web browser cookies and similar technologies, via third-party analytics services, and via automatic activity logging.
- 2.2. What We Collect. The information we collect includes, but is not limited to, the following:
 - Identifying Information such as your name, address, phone number, and e-mail address;
 - Electronic Network Activity Information such as usage statistics, page views, referral URLs, your IP address, web log information, and information collected via cookies and similar technologies; and
 - Commercial Information, such as your service subscription history.

Note that your financial information is collected and held by third-party payment service providers and is not maintained by FITR Fitness.

- 2.3. Personal Information or Personal Data and Its Use. “Personal information” or “Personal Data” is information that can be associated with a specific person and could be used to identify that specific person whether from that data or from that data and other information that FITR Fitness has or is likely to have access to.
- 2.4. Non-Personal Information and Its Use. FITR Fitness collects information that in and of itself does not permit direct association with any specific person. Personal information that has been made anonymous or aggregated so that it can no longer be used to identify a specific person is considered non-personal information. In the case of non-personal information FITR

Fitness has the right to collect, transfer, use, and disclose this information for any purpose. Examples of non-personal information and its intended use include, but are not limited to:

1. User activity with our services. We may collect and store details on how you interact with our services. This may help us improve our service offerings and to provide a better user experience.
 2. Metadata. Metadata is unique technical data that is generally associated with User Content. Metadata allows one to make their User Content more searchable when interacting with our Services. An example of metadata would be a hashtag that would allow others to more readily find your submitted content and/or its given location.
- 2.5. Cookies and Other Tracking Technologies. "Cookies" are small data files that are sent to your web browser when you access a website, and the files stored on your device's hard drive. We use "session" cookies to keep you logged in while you use the FITR Fitness website (the "Site"), to track your preferences and to track trends and monitor usage and web traffic information on the Site. These are erased when you close your browser. We use "persistent" cookies to relate your use of our Services to other information about you and store information about your preferences to make your user experience consistent and customized. For example, we may create a persistent cookie that includes some basic information about you, like your favorite website locations and whether customer support responded to your inquiry. These cookies stay on your hard drive until you erase them, or they expire and associate your information with your account even if you are logged out.

Most browsers automatically accept cookies, but you can change your settings on the browser settings to refuse cookies or prompt you before accepting cookies. You can also use your browser settings or other tools to delete cookies you already have. However, if you disable or refuse cookies, then certain features of the Site may be inaccessible or not function properly.

Our cookies do not, by themselves, contain personal information, and we do not combine the general information collected through cookies with other personal information to tell us who you are. As noted, however, we do use cookies to identify that your web browser has accessed aspects of the Services and may associate that information with your account if you have one.

This Privacy Policy covers our use of cookies only and does not cover the use of cookies by third parties. We do not control when or how third parties place cookies on your computer. For example, third party websites to which a link points may set cookies on your computer.

We may use "clear GIFs" (aka "web beacons" or "pixel tags") or similar technologies, on our Services or in our communications with you to enable us to know whether you have visited a part of our Services or received a message. A clear GIF is typically a one-pixel, transparent image (although it can be a visible image as well), located on a website or in an email or other type of message, which is retrieved from a remote website on the Internet enabling the verification of an individual's viewing or receipt of a website or message.

We do not automatically collect personal information, but we may tie personal information with the automatically collected information using the above tools or information collected from other sources.

We may also log information using digital images called web beacons on our Services or in our emails. We may use web beacons to manage cookies, count visits, and to learn what marketing works and what does not. We may also use web beacons to tell if you open or act on our emails.

We also use third party analytics services to collect usage data from our Site in order to help us understand how users are interacting with our Site. Third party analytic services are used to track general location information, and events that occur without our Services, such as how often you use our Services. This information, including your IP address, is transmitted and stored by 3rd parties as determined by us.

3. USE, RETENTION, AND CORRECTIONS.

3.1. How We Use Personal Information. **We will never sell personal information to third-parties for advertising or marketing purposes.** Personal information you provide will be used to provide and improve the Services and to personalize the Services for you. This includes, but is not limited to, providing customer service, corresponding with you, and to protect the integrity and operation of the Services.

3.2. Duration of Retention. FITR Fitness will retain your personal information for a minimum of 7 years in connection with regulatory, tax, insurance, or other requirements in the places in which it operates. FITR Fitness thereafter deletes or anonymizes such information with applicable laws.

FITR Fitness may also retain certain information as necessary for its legitimate business interests, such as fraud prevention and enhancing users' safety and security. For example, if FITR Fitness shuts down a user's account, FITR Fitness may retain certain information about that account to prevent that user from opening a new FITR Fitness account in the future.

3.3. Corrections or Deletions. You may request correction or deletion of any personal information that is incorrect by contacting us at help@fitrfitness.com. Following such request, FITR Fitness shall delete the information as required, and restrict use of all other information in accordance with this Privacy Policy.

4. YOUR CHOICES.

4.1. You May Decline to Provide Information. You may decline to submit personal information and disable webpage cookies and similar technologies.

4.2. Effect of Declining to Provide Information. If you decline to submit personal information or any portion thereof, you may experience materially reduced Services quality. However, you acknowledge and agree that any resulting inability to provide the Services, or any resulting degradation thereof, shall not be grounds for any claim of breach, damages, or other liability; nor shall it in any way relieve you of your obligations to FITR Fitness.

4.3. You May Request Deletion of Personal Information. You may request that FITR Fitness delete your own personal information. However, you acknowledge and agree that doing so shall relieve and release FITR Fitness from any liability, obligation, claim, or other damages related to or arising from said personal information.

4.4. No Sensitive Information. You acknowledge and agree that the information you are providing to FITR Fitness for the purposes of performing the Services is not sensitive in nature (i.e., is not personal information specifying medical or health conditions, racial or ethnic origin, political opinions, religious or philosophical beliefs, etc.).

5. STORAGE.

- 5.1. How Secure It Is. FITR Fitness shall use commercially reasonable measures inline with industry standards to protect your information, including but not limited to electronic and administrative safeguards designed to help make personal information secure. We will make reasonable attempts to provide you with notice in the event of a security breach.
- 5.2. Storage. The information you provide FITR Fitness may be collected through our services and processed in the United States or any other country in which FITR Fitness, its subsidiaries, affiliates, and/or service providers maintain facilities.

As a result, FITR Fitness its subsidiaries, affiliates, and/or service providers may transfer information we collect about you, including personal information, across borders and from your country or jurisdiction to other countries or jurisdictions around the world. For example, you may reside in another country or region with differing data protection and privacy laws than the United States. Consequently, when you register to use the Service you acknowledge and consent to FITR Fitness transmitting your information to the United States or to any country in which FITR Fitness and/or its subsidiaries, affiliates, and/or service providers maintain facilities and the use and disclosure of information about you as described in this Privacy Policy.

In turn, FITR Fitness uses commercially reasonable standards, measures and/or protocol to keep the information collected through the Service secure and as a result we take cautionary steps to verify your identify before granting you Service access. Moreover, FITR Fitness cannot ensure the security of any information submitted or transmitted by you to FITR Fitness nor can we guarantee that said information may not be disclosed, destroyed, and/or altered.

6. DISCLOSURE.

- 6.1. When Will We Disclose Personal Information. We may share personal information with third-parties when necessary to provide the Services (such as to FITR Pros and our vendors), when we have a good faith belief it is necessary by law or to respond to legal process, to protect the safety and lives of people, to protect the rights or property of FITR Fitness, in response to lawful requests by public authorities, including to meet national security or law enforcement requirements, and with your consent. We shall not disclose personal information to third-parties for their advertising and marketing purposes absent your express consent.
- 6.2. Disclosure to Sub-Contractors and Agents. FITR Fitness may use the services of other companies in order to provide the Services. Such companies shall be given only the personal information needed to perform those services, and we do not authorize them to use or disclose personal information for their own marketing or other purposes. We have contracts in place holding such companies to the same standards of confidentiality by which FITR Fitness is governed. FITR Fitness shall make commercially reasonable efforts to enforce such terms on such companies. However, FITR Fitness shall not be liable to you for such companies' failure to adhere to such confidentiality terms. Such sub-contractors and vendors may include, but not be limited to, payment processors and facilitators, cloud storage providers, and other professional service providers.

- 6.3. Business Affiliates and Transfers. FITR Fitness may share information from or about you with its subsidiaries, joint ventures, or companies under common control, in which case we will require them to adhere to this Privacy Policy. In the event FITR Fitness is acquired in total or by a substantial amount of its assets, we will make best efforts to ensure that the purchaser will assume the rights and obligations of this Privacy Policy. However, FITR Fitness cannot make any guarantees or promises with respect to a purchaser adopting the current rights and obligations of this Privacy Policy.
- 6.4. Investigations. FITR Fitness reserves the right to provide and/or disclose necessary information for investigatory matters. Examples include but are not limited to: 1) compliance with law enforcement or the necessary legal process; 2) behavior and/or use violative of the Terms of Service, and 3) instances whereby it is necessary to protect our rights and obligations.
- 6.5. User Request. FITR Fitness may share your information per your request.
- 6.6. General Public. Use of our services may enable you communicate with public forums such as FITR Fitness blogs, social media, and features that may be offered with our services. If you communicate with us via these channels, your communications may be viewable by the public.
- 6.7. With Your Consent. FITR Fitness may share your information other than as we have described in this policy if we notify you and you consent to the sharing.

7. ADDITIONAL DISCLOSURES: EUROPE AND UK

- 7.1. EU and UK Residents. To the extent that you are a user that resides in the EU or UK, the terms of this Section 8 apply to the collection, storage, and use of your personal information. Under the EU and UK General Data Protection Regulation, or GDPR, EU and UK residents have certain rights regarding their data, including:
1. Right to access the personal information;
 2. Right to correct incorrect personal information that FITR Fitness has about you;
 3. Right to prevent FITR Fitness from using your personal information and/or objecting to processing;
 4. Restricting use of your personal information for use for particular purposes;
 5. Right to be forgotten (by requesting that FITR Fitness delete all of the personal information it has about you); and
 6. Right to not be subject to automated decision making.

You may make any requests allowed per this section by using the contact information below:

ATTN: Privacy Officer
FITR Fitness

447 Broadway 2nd Floor #PMB 247

New York, NY 10013

help@fitrfitness.com

7.2. Definitions.

8.2.1 “Process”, “Processing”, or “Processed” means anything that is done with any of your Personal Information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. FITR Fitness Processes your Personal Information rather than utilizing a third-party processor to do so on our behalf.

8.2.2 “Controller” means the entity that decides how and why Personal Information is Processed. Accordingly, FITR Fitness is the Controller of your Personal Information in that we decide how and why your Personal Information is Processed.

8.2.3 “Sensitive Personal Data” means Personal Data about race or ethnicity, political opinions, religious or philosophical beliefs, trade union membership, physical or mental health, sexual life, any actual or alleged criminal offences or penalties, national identification number (as applicable in the EU or UK) or any other information that may be deemed to be sensitive under applicable law.

7.3. Grounds for Processing. The GDPR requires that companies processing the personal data of EU and/or UK users do so on the basis of specific legal grounds. As described below, FITR Fitness processes the information of EU and UK users based on one or more of the following grounds as allowed under the GDPR:

1. *The processing is necessary to provide the services and features you request.*

FITR Fitness must collect and use certain information in order to provide its services. This includes:

User profile information that is necessary to establish and maintain your account, including to verify your identity; and to enable communications with you about the services you order from us, orders and accounts.

Usage information, which is necessary to maintain, optimize and enhance FITR Fitness's services.

2. *The processing is necessary to protect the vital interests of our users or of others.*

FITR Fitness may process personal information, including disclosing data with law enforcement authorities in case of threats to the safety of users or of others.

3. *The processing is necessary for FITR Fitness's legitimate interests.*

FITR Fitness collects and uses personal information to the extent necessary for its legitimate interests. This includes, but is not limited to, collecting and using information:

- To prevent, detect and combat fraud in connection with the use of our services. For example, to identify and prevent circumstances when users attempt to defraud FITR Fitness or other users.
- To inform law enforcement officials regarding criminal acts or threats to public safety.
- To provide customer support.
- To optimize our service and develop new services
- To aggregate, analyze, and interpret the data collected by FITR Fitness. This includes, for example, analyzing usage trends to improve the user experience and to enhance the safety and security of our services.
- For direct marketing purposes. This includes, for example, analyzing data to identify trends and tailor marketing messages to user needs.
- To enforce FITR Fitness's Terms of Service or to protect its interests.

4. *The processing is necessary for the legitimate interests of other persons or parties.*

- FITR Fitness collects and uses personal information to the extent necessary for the interests of other persons or the general public. This includes sharing information in connection with legal or insurance claims, to protect the rights and safety of others.
- FITR Fitness may also process personal information when necessary in regard to a substantial public interest, on the basis of applicable laws

5. *The processing is necessary to fulfill FITR Fitness's legal obligations.*

- FITR Fitness is subject to legal requirements in the jurisdictions in which it operates that require us to collect, process, disclose and retain your personal data. FITR Fitness uses your information to comply with such laws to the extent they apply to your use of the FITR Fitness Services.

8. OTHER.

- 8.1. Correcting Personal Information. You agree to notify FITR Fitness of personal information that you are aware has errors.
- 8.2. Changes. We reserve the right to make changes to this Privacy Policy at any time. Your continued use of our Services will signify your acceptance of any changes to our Privacy Policy.

If there is a substantive or material change in the way that we use personal information, we will notify you of the relevant changes via the Services or provide other prominent notice.

- 8.3. Third-Parties. This Privacy Policy applies to FITR Fitness's use of personal information, but does not apply to the activities of any third-party. If you disclose personal information to others, via the Services, an ad-click, or otherwise, their privacy policies and practices will apply. FITR Fitness shall not be liable or in any way otherwise responsible for any use of personal information by such third-parties.
- 8.4. Contact Us. If you have any questions, concerns, or complaints related to or regarding the above please contact us at:

ATTN: Privacy Officer
FITR Fitness
447 Broadway 2nd Floor #PMB 247

New York, NY 10013 help@fitrfitness.com