



FitForm : Terms And Conditions

- a. **Acceptance of Terms.** By accessing and/or using the Site, you accept and agree to be bound by these Terms, just as if you had agreed to these Terms in writing. If you do not agree to these Terms, do not use the Site.
- b. **Amendment of Terms.** FitForm may amend the Terms from time to time. Unless we provide a delayed effective date, all amendments will be effective upon posting of such updated Terms. Your continued access to or use of the Site after such posting constitutes your consent to be bound by the Terms, as amended.
- c. **Additional Terms.** In addition to these Terms, when using particular plans, offers, products, services or features, you will also be subject to any additional posted guidelines, or rules applicable to such plan, offer, product, service or feature, which may be posted and modified from time to time. All such additional terms are hereby incorporated by reference into the Terms, provided that in the event of any conflict between such additional terms and the Terms, the Terms shall control.

IMPORTANT NOTICE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER. IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN THE ARBITRATION AND CLASS ACTION WAIVER SECTION BELOW. PLEASE READ CAREFULLY.

ACCEPTANCE OF THESE TERMS

This Terms of Use Agreement ("Terms"), including the BINDING ARBITRATION AND CLASS ACTION WAIVER CONTAINED HEREIN govern your access to, use of, and participation in the Platform made available by Sky Fit Sport, Llc. Doing business as FitForm. ("Sky Fit Sport," "Sky Fit Sport Llc," "FitForm," "we," "our," or "us") or through FitForm and the entirety of your relationship with FitForm.

PLEASE READ THE TERMS THOROUGHLY AND CAREFULLY. BY USING THE PLATFORM, YOU AGREE TO BE BOUND BY THESE TERMS. AS DETAILED IN THE ELIGIBILITY, SERVICE MEMBER REPRESENTATIONS, WARRANTIES, AND USE OF THE PLATFORM SECTION BELOW, IF YOU ARE A SERVICE MEMBER, YOU UNDERSTAND AND AGREE THAT FITFORM USES YOUR INFORMATION TO OBTAIN BACKGROUND CHECKS FROM ITS VENDORS. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU MAY NOT ACCESS OR USE THE PLATFORM.

All references to "you" or "your," as applicable, mean the person who accesses, uses, and/or participates in the Platform in any manner, and each of your heirs, assigns, and successors. If you use the Platform on behalf of an entity, you represent and warrant that you have the authority to bind that entity, your acceptance of the Terms will be deemed an acceptance by that entity, and "you" and "your" herein shall refer to that entity.

KEY TERMS

“All Access” means a program offered by FitForm to customer members allowing All Access Members (including All Access VIP Members) access to special prices on products and services provided by Service Members (Licensees).

“All Access Member” means Customer Members who subscribe to the “All Access” program offered through FitForm

“All Access Rewards” Rewards offered by FitForm for money spent on Pro Services. May be spent on pro services or on Specific FitForm products, merchandise, and gifts (not products offered by Service members)

“All Access VIP” means the name for a Customer Member who pays for the All Access Rewards, also the name of the rewards program offered by “All Access”

“Appointment” means a customer member (client) or service member (pro) has booked or set a specific event with one or multiple members on a shared calendar on the FitForm platform. Otherwise known as a (“Booking”)

“Booking” means any appointment set by a Customer Member or Pro Member.

“Business Member” means a Member who is registered to send quotes for Pro Services, sends quotes for Pro Services, or otherwise uses the Platform to offer, provide, receive payment for, or facilitate the provision of Pro Services (“Pro”)

“Client” means a Member who is registered to shop for Pro Services, is registered to receive quotes for Pro Services, requests quotes for Pro Services, or otherwise uses the Platform to receive, pay for, review, or facilitate the receipt of Pro Services.

"Collective Content" means User Content and FitForm Content together.

"Content" means text, graphics, images, music, software, audio, video, information or other materials, including but not limited to profile information, Pro Services requests, bookings and appointments, licensee service and product descriptions, quotes, message threads, reviews, scheduling and calendar information, and other information or materials available on or through the Platform.

"Customer Member" means a Member who is registered to receive quotes for Pro Services, requests quotes for Pro Services, shop for Pro Services, or otherwise uses the Platform to receive, pay for, review, or facilitate the receipt of Pro Services.

“Discount” means an authorized 20-50% discount provided by a FitForm Licensee to All Access and All Access VIP (rewards) members.

"Member" means a person who completes FitForm’s account registration process or a person who submits or receives a request through FitForm, including but not limited to Service Members and Customer Members (“Clients”).

“Licensee” means a Member, Business, or Establishment that is registered to offer pro services or product on FitForm, registered to send quotes for Pro Services, sends quotes for Pro Services, or otherwise uses the Platform to offer, provide, receive payment for, or facilitate the provision of Pro Services (“Pro”). Licensees are granted permission by FitForm to operate as a business and offer their services to FitForm Customer Members (users, clients)

"Platform" means all FitForm websites, mobile or other applications, software, processes and any other services provided by or through FitForm.

"Pro Services" means the services listed, quoted, scheduled, offered or provided by Service Members ("Business Members," "Licensees"), or sought, scheduled or received by Customer Members, through the Platform.

"Reward" or Rewards means a \$5 credit offered to FitForm All Access VIP every \$25 spent on FitForm Pro Services.

"Service Member" means a Member, Business, or Establishment that is registered to offer pro services or product on FitForm, send quotes for Pro Services, sends quotes for Pro Services, or otherwise uses the Platform to offer, provide, receive payment for, or facilitate the provision of Pro Services ("Pro").

"FitForm Content" means all Content FitForm makes available on or through the Platform, including any Content licensed from a third party, but excluding User Content.

"User Content" means all Content submitted, posted, uploaded, published, or transmitted on or through the Platform by any Member or other user of the Platform, including but not limited to photographs, profile information, descriptions, postings, reviews, and payments made through the Platform, but excluding FitForm Content and Feedback.

"Venue" Means means a Member, Business, or Establishment that is registered to offer pro services or product on FitForm, sends quotes for Pro Services, or otherwise uses the Platform to offer, provide, receive payment for, or facilitate the provision of Pro Services ("Pro"). Licensees are granted permission by FitForm to operate as a business and offer their services to FitForm Customer Members (users, clients)

CONTENT AND REVIEW POLICY

By posting content on FitForm, you agree to abide by this Content Policy and other policies. We reserve the right to remove content, in whole or part, that violates these guidelines or our Terms of Use, or for any other reason in our sole discretion. Please notify us if you believe any content on FitForm violates this policy. Keep in mind that content on our site may be disagreeable to you without being in violation of this policy.

Reviews

Genuine, thoughtful reviews provide the trust our community relies on. To that end, we prohibit:

- Reviews not directly related to a pro's conduct, professionalism, or performance on a project started or completed.
 - Reviews that do not represent users' actual, personal experience.
 - Reviews unrelated to the actual project, such as political or social commentary.
 - Reviews which are not posted after a reasonable and sensible period following the work.
- We don't allow reviews which are posted more than a year after the request was submitted.

- Content that endorses or promotes illegal or harmful activity or violence, or is profane, vulgar, obscene, threatening, or discriminatory.
- Content that violates another person or entity's rights, including intellectual property rights and privacy rights.
- Content that is proven to be used as extortion.
- Commercial promotion of products or services.
- Content that discloses confidential information related to a FitForm Marketplace Trust and Safety investigation.

In order to maintain trust on our site, we generally do not edit, change, or delete reviews that comply with our Content Policy.

User Content (such as profile descriptions, pro quotes, customer requests)

- Content that endorses or promotes illegal or harmful activity or violence, or is profane, vulgar, obscene, threatening, or discriminatory.
- Content that violates another person's or entity's rights, including intellectual property rights and privacy rights.
- Content that is proven to be used as extortion.
- Content directing customers to visit additional websites or forms to fill out duplicative information.
- Content that advertises or solicits a business not related to or appropriate for the FitForm platform.

MODIFICATIONS

FitForm reserves the right, in its sole discretion, to modify these Terms, and any other documents incorporated by reference herein, at any time and without prior notice. FitForm will notify you of changes by posting on the FitForm User Website, sending you a message, or otherwise notifying you when you are logged into your account. Amendments will become effective immediately. Your use of the Platform after the amendment shall constitute your consent to the changes. If you do not agree, you may not access or use the Platform.

RETURN POLICY AND OTHER RELATED BUSINESS

In order to sell any product or services on FitForm, a business member must provide their business banking information so FitForm can deposit profits and charge any necessary returns. In order for a business to get paid on the sale of a "Shipped" item, item that requires shipping to its purchaser, the Business member must provide proof of shipment with the Tracking number, Shipping company, and expected arrival date. Business members who provide services, such as but not limited to personal training, nutrition counseling, and massage, must render the first service appointment with a customer member before being able to collect the money for the complete sale, whether this being individual session or package, one session must be rendered before the transaction will clear through FitForm. Any transactions completed on the FitForm platform by a business member at an onsite location, such as working with a walk-in client sale, are held by FitForm and Sky Fit Sport

LLC for 48 hours before being available for credit to Business members. A customer member who downloads a premium video has 24 hours to delete the video off their dashboard and not incur a charge to their video membership.

ADDITIONAL TERMS AND POLICIES

Please review FitForm's Privacy Policy, incorporated herein by reference, for information and notices concerning FitForm's collection and use of your information. The FitForm Guarantee is governed by the FitForm guarantee Terms and Conditions, which are expressly incorporated herein. Please review the full set of key FitForm Policies that govern your use of the Platform and our interactions with you and third parties. Certain areas of and/or products on the Platform may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions or policies. If there is a conflict between these Terms and the terms and conditions or policies posted for a specific area or product, the latter take precedence with respect to your use of that area or product.

FITFORM, ALL ACCESS, REWARDS PLATFORM

- a. **FitForm Platform.** FitForm is a platform and Marketplace for Health and Fitness Professionals to post their services and offer discounts to FitForm All Access members. FitForm is a service offered to Contractors, Businesses and Affiliates of the health industry (Licensees) that can be billed based on sales percentages, single monthly fee or a combination of the two. FitForm also offers a monthly subscription membership to clients/customers that enables FitForm members (All Access members or Not) to reserve and schedule a wide range of fitness and recreational classes, training sessions, massages, and health and nutrition services offered and operated by fitness studios, gyms, trainers, spas, massage therapists, food businesses, nutritionists and dietitians, venues or other third parties that partner with FitForm ("Venues," "Licensees," "Business Members"). Through the FitForm platform you can access third party products and services. FitForm itself is not a gym, fitness studio or service provider and does not own, operate or control any of the classes, services or facilities accessible through the Site.
- b. **Membership Cycles.** Your FitForm membership starts on the date that you sign up for a subscription and submit payment via a valid Payment Method. Unless we otherwise communicate a different time period to you at the time of sign up (such as a multi-month commitment plan), each FitForm cycle is one month in length (a "Membership Cycle"), and will automatically renew each month until your membership is cancelled or terminated. For example, if you purchase your FitForm on April 5, your membership will automatically renew on May 5 (as further explained in "Billing Cycles," below). You must provide us with a current, valid, accepted method of payment (which we may update from time to time, "Payment Method") to use FitForm. We will automatically bill the monthly membership fee to your Payment Method each month until your subscription is cancelled or terminated.
- c. **Eligible Classes.** Each member receives classes, gym time or other service time per Membership Cycle ("Eligible Classes") to be used to visit any Venue of their choice available to such member on our platform. We may change the number of reservations a member can make and canceled or missed services a member may incur. Please note that Eligible Classes not used during a Membership Cycle are forfeited, and will not be exercisable in the next cycle.
- d. **Membership Plans.** We may offer a number of membership plans, including special promotional plans or memberships, with differing conditions and limitations. We reserve the

- right to modify, terminate or otherwise amend our offered membership plans.
- e. Availability and Allocation. FitForm does not guarantee the availability of particular Venues, locations, classes or other inventory, and availability may change over time, including during the course of any given Membership Cycle. The type, quantity, allocation and availability of Venues, classes, and other inventory offered are determined by FitForm in its sole discretion. As such, FitForm takes certain steps to release, promote and otherwise make available inventory at varying times and in an ongoing and evolving way.
 - f. Use of FitForm. Your FitForm membership is personal to you and you agree not to create more than one account. Members can transfer or gift classes to third parties, including other FitForm members. FitForm may not be used for commercial purposes. To use your FitForm membership you must have access to the Internet. We continually update and test various aspects of the FitForm platform. We reserve the right to, and by using our service you agree that we may, include you in or exclude you from these test without notice.
 - g. All Access Program. All Access means a program offered by FitForm to customer members allowing All Access Members (including All Access VIP Members) access to special prices on products and services provided by Service Members (Licensees). "All Access Member" means Customer Members who subscribe to the "All Access" program offered through FitForm. All Access members have access to the special 20-50% discounted products and services offered by FitForm Licensees. Licensees are in control of special offers and their pricing and details and are not controlled by FitForm.
 - h. Rewards. Rewards are offered by FitForm to customer members who are part of the "All Access VIP" program. All Access VIP members will receive 1 reward (\$5 Value) for every \$25 spent on Pro Services and FitForm Licensed merchandise and products. Rewards can only be cashed in for the full value of a product, not the discounted amount. Example if a VIP has \$100 in rewards and wants to spend the value on a personal training session costing \$75 (example amount) or a \$100 (example amount) massage offered by a FitForm Licensee that is ok. VIP members may also spend FitForm Rewards on FitForm specific (licensed) products, such as merchandise. VIPs may not purchase products from Licensees, services only.

FITFORM FEES AND TAXES

In connection with use of FitForm's Platform, FitForm charges certain Fees ("FitForm Fees" or "Fees"). Current Fees for purchasing credits ("FitForm Credits") used by Service Members for various purposes will be shown when purchasing such credits. Fees for additional products or services, including ongoing products or services, will be provided to you before you use such products or services.

FitForm may also charge penalty Fees for fraud, misconduct or other violations of these Terms, as determined in our sole discretion. Information about current penalty Fees is available in the policy or support center.

You agree to pay these Fees. Information about current penalty Fees is available in the policy or support center. You agree to pay all applicable Fees or charges based on the Fee and billing terms then in effect, regardless of whether you have an active Account. Charges shall be made to your credit card, PayPal or other payment method designated at the time you make a purchase or register for a service. If you do not pay on time or if FitForm cannot charge a credit card, PayPal or other payment method for any reason, FitForm reserves all rights permissible under law to recover payment and all costs and expenses incurred, including reasonable attorneys' fees, in our pursuit of

payment. You explicitly agree that all communication in relation to delinquent accounts or Fees due will be made by electronic mail or by phone. Such communication may be made by FitForm or by anyone on its behalf, including but not limited to a third-party collection agent. If you cancel your Account at any time, you will not receive any refund. If you have a balance due on any Account, you agree that FitForm may charge such unpaid Fees to your credit card or otherwise bill you for such unpaid Fees. You understand and agree that you are solely responsible for determining your own tax reporting and sales tax collection requirements in consultation with tax advisers, and that we cannot and do not offer specific tax advice to either Service Members or Customer Members. All sales on FitForm are final and non-refundable, except as otherwise specified herein.

PAYMENTS

Marketplace payment processing services for Service Members on FitForm are provided by Authorize.net, and, where applicable, may include money transmission services pursuant to licenses held by Authorize.net. Payment processing services provided by Authorize.net are subject to the [authourize.net](#) account agreement, which includes the [authorize.net](#) service agreement. By agreeing to these terms or continuing to operate as a Service Member on FitForm, you agree to be bound by the Authorize.net Connected Account Agreement and Authorize.net Services Agreement, as the same may be modified by Authorize.net from time to time. As a condition of FitForm enabling payment processing services through Authorize.net, you agree to provide FitForm accurate and complete information about you and your business, and you authorize FitForm to share with Authorize.net this information and transaction information related to your use of the payment processing services provided by Authorize.net

FitForm serves as a limited payment collection agent of a Service Member (Licensee) and is authorized to collect payment from Customer Members on behalf of a Service Member. Payment made by a Customer Member to FitForm in connection with Pro Services shall be considered the same as a payment made directly to a Service Member. As a Service Member, you hereby appoint FitForm as your limited payment collection agent solely for the purpose of accepting payment from Customer Members in connection with Pro Services. You agree that payment made to FitForm shall be considered the same as a payment made directly to you. You further understand that, as a limited payment collection agent for its Service Members, FitForm obligation to you, as the Service Member, is subject to and conditional upon successful receipt of payment from Customer Member. In accepting appointment as your limited payment collection agent, FitForm assumes no liability for your acts or omissions in your capacity as the Service Member.

If any Member does not make a marketplace payment on time or if FitForm cannot charge a credit card, PayPal or other payment method for any reason, FitForm reserves all rights permissible under law to recover payment and all costs and expenses incurred, including reasonable attorneys` fees, in our pursuit of payment. You explicitly agree that all communication in relation to delinquent accounts or payments due will be made by electronic mail or by phone. Such communication may be made by FitForm or by anyone on its behalf, including but not limited to a third-party collection agent. If you have a balance due on any Account, you agree that FitForm may charge such unpaid payments to your credit card or otherwise bill you for such unpaid payments.

All cancellation and refund requests will be subject to FitForm's review and absolute discretion. We will normally process your valid written request within thirty (30) days of receiving it, unless a shorter period is required by law. You may request a cancellation or refund by emailing your request to FitForm support at support@fitformapp.com). If you cancel your Account at any time, you will not receive any refund.

DISPUTES BETWEEN OR AMONG USERS

FitForm values our Licensees, Pros, and Customers, and we understand that occasionally disputes may arise between or among them. Our goal is to provide tools to help users resolve such disputes independently. In the rare event a dispute initiated by either a Service Member or a Customer Member cannot be resolved independently, you agree, at FitForm's request, to participate with good faith, to the extent you are reasonably able to do so, in a neutral resolution, mediation, or arbitration process conducted by FitForm or a neutral third-party mediator or arbitrator selected by FitForm. Notwithstanding the foregoing, you acknowledge and agree that FitForm is under no obligation to become involved in or impose resolution in any dispute between or among users or any third party.

BILLING

- a. **Recurring Billing.** By starting your FitForm membership as either a User or Licensee (business profile), you authorize us to charge you for your initial membership period and a recurring monthly membership fee at the then current rate, which may change from time to time. You acknowledge that the amount billed each month may vary for reasons that may include differing amounts due to promotional offers and/or changing or adding a plan, and you authorize us to charge your Payment Method for such varying amounts, which may be billed monthly in one or more charges. You also authorize us to charge you any other fees you may incur in connection with your use of the Site, such as any applicable sign-up fee, taxes and cancellation or late fees, as further explained below.
- b. **Billing Cycle.** When you sign up and purchase your FitForm subscription, your first subscription cycle will be billed immediately. Your subscription will automatically renew each month and you will be billed on the same date each month. We reserve the right to change the timing of our billing (and if we do, we'll make adjustments to the amounts we charge, as appropriate). In the event your paying membership began on a day not contained in a given month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if you started your FitForm membership or became a paying member on January 31st, your next payment date is likely to be February 28th, and your Payment Method would be billed on that date. Your renewal date may change due to changes in your membership.
- c. **Refunds.** Generally, our fees (including the monthly fee for your membership and any other fees) are nonrefundable, except that we will provide a refund to members for their current prepaid period in the following circumstances: (i) if you are canceling your subscription and request a refund within 3 days of your initial purchase or (ii) if your subscription is cancelled prior to the end of a period for which you have incurred a charge, due to your relocation, disability or death; provided, however, in each case we reserve the right to charge a fee to cover the cost of any class or other services you may have used prior to your cancellation, to the extent permitted by law (such class fee charges not to exceed the cost of the subscription itself) (fees we currently charge can be found [here](#)). Any additional discounts or refunds that we may choose to provide are in our sole discretion and do not entitle you to any future discounts or refunds in the future for similar instances.
- d. **Price Changes.** We reserve the right to adjust pricing at any time. Unless we expressly communicate otherwise, any price changes to your membership will take effect on your next billing cycle upon notice communicated through a posting on the FitForm website or mobile application or such other means as we may deem appropriate from time to time, such as email.
- e. **Payment Methods.** You may edit your Payment Method information by logging online and

editing it under "My Account" and then "Settings". If a payment is not successfully settled, due to expiration, insufficient funds or otherwise, and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you nonetheless will remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated, including in the event you attempt to create a new account. This may result in a change to your payment billing dates. If we cannot charge your account, we reserve the right, but are not obligated, to terminate your access to our Site or any portion thereof.

- f. Cancellation of Membership. You may terminate your monthly subscription at any time with 3 days' notice by going into your account settings on the FitForm website and canceling. Following any cancellation you will continue to have access to your subscription through the end of your current prepaid billing period, unless you cancel and receive a refund, in which case your access will be terminated immediately. Note that if you do terminate your membership, there is a reactivation fee of \$19.99 if you want to return to FitForm as an All Access or VIP member or as a Service Member (licensee) in future months.
- g. Reservation and Cancellation of Services. As a FitForm member you must reserve and cancel your FitForm Services only through the FitForm website or mobile application. It is a breach of your FitForm subscription terms if you reserve or cancel directly with a Venue (service member, licensee), including through any online or mobile account you have with a Venue. If you reserve or cancel directly with such Venue, we reserve the right to charge you the full amount that the Venue charges for such class and/or any applicable cancellation fees, and/or to suspend or terminate your subscription.
- h. Hold. In lieu of cancellation, we also may give you the option to put your membership on hold at any time, subject to a reduced fee of 50% per Membership Cycle. Please request a hold at least 3 days prior to your next billing date if you want to put your membership on hold. (i.e., if your next billing date is September 30th, notify FitForm that you want to put your membership on hold by September 27th.) Even though your membership will be on hold, your account is left active and functioning. There is currently no reactivation fee to return to a full All Access or All Access VIP membership. If your membership is on hold and you wish to cancel your membership, you may cancel at any time with 3 days' notice via your account settings on the FitForm website or mobile application.
- i. Trials. From time to time we may offer a trial membership that includes standard access to the FitForm platform during the trial period. Unless otherwise communicated, a trial begins at the moment of sign up and ends at 11:59pm ET on the last day of the trial (for a one-week trial, this would be the same weekday of following week). Each trial membership automatically will convert to a regular monthly membership and price unless canceled by 12pm ET on the day before the last day of trial. Customers that cancel and do not convert to a regular membership may still attend booking taking place after the end of the trial membership period (even if booking occurred before the end of the applicable trial period) for the full price of the booking, product, or service. Any changes in your account balance will be charged to your linked payment method. Unless we expressly communicate otherwise, trial memberships are only available to new customers that have never had a FitForm account before, are not transferable, may not be combined with other offers or redeemed for cash and are void where prohibited.
- j. Gifts and Promotions. From time to time we may make available gift cards for FitForm membership, other types of promotions or promotional plans (including through the use of promotional codes or those provided as part of a third party promotion). Promotions and promotional plans may be redeemed as described in the specifics of the promotion and may be subject to additional or different terms. Unless otherwise expressly communicated to you in connection with your redemption, promotions and promotional plans are only available to new customers that have never had a FitForm account before, are not transferable, can only be

used once, cannot be redeemed for cash, and may not be combined with other offers and are void where prohibited. To be eligible for certain promotions, your subscription may not be on "hold".

OTHER FEES

- a. **Fees We Charge.** Your FitForm All Access membership fee is your access to Eligible Classes, Training Sessions, Massages, Nutrition Coaching and Healthy Meal Services at a discounted rate. All Access is a discount program offered to FitForm Users that allows Licensees to offer special rates for products and services to FitForm's All Access Client Base. In addition to your membership fee, you are responsible for paying cancellation fees or missed booking fees if you do not cancel with appropriate notice or do not attend your scheduled booking. A missed booking, class, service or appointment allows the Venue or Professional to charge 1 full priced session or class from the FitForm client (not a special or discount rate). FitForm Licensees (Business Users) may waive the fee or decrease it as a courtesy at their discretion. We reserve the right to change the policy regarding when we charge fees, to introduce additional fees (such as a sign up fee) and to change the amount of any such fees at any time. Additionally, from time to time we may allow you to purchase additional classes, products or services through the FitForm Site. If you choose to purchase any of these offerings, you will be responsible to pay the applicable fees in addition to your membership fee.
- b. **Fees Charged by Venues, Businesses and Independent Contractors.** In addition to fees we charge, the Venues, Businesses and Contractors may also charge equipment or other amenity fees that you will be responsible for directly. FitForm All Access members may be offered a special rate when applicable. For example, some Venues might charge extra to rent a yoga mat or cycling shoes. Further, FitForm only gives you access to the class for which you signed up on the FitForm Site or App (and at the specified time and location). The Venue may have additional fees for use of additional classes or spaces.
- c. **Third Party Fees for Using FitForm.** You are also responsible for all third party charges and fees associated with connecting and using the Site, including fees such as internet service provider fees, telephone and computer equipment charges, sales tax and any other fees necessary to access the Site.
- d. **FitForm rewards.** Rewards given to VIP customer members can be used to book a service with any service member on FitForm. Rewards will be paid to the service member the same way as other transactions on FitForm.

TERMINATION OR MODIFICATION BY FITFORM

- a. **Termination or Modification.** You understand and agree that, at any time and without prior notice FitForm may 1) terminate, cancel, deactivate and/or suspend your subscription, your account, any orders placed, or your access to or use of the Site or your membership (or any portion thereof, including your access to any or all bookings, Venues or services) and/or 2) discontinue, modify or alter any aspect, feature or policy of the Site or your subscription. This includes the right to terminate or modify any subscription prior to the end of any pre-paid or committed period. Upon any termination, we may immediately deactivate your account and all related information and/or bar any further access to your account information and the Site. Upon any such termination by us without cause, as your sole recourse, we will issue you a pro rata refund of the prepaid portion of your subscription applicable to future unused services (less any fees or costs for classes or services already used). If we determine that you have

violated these Terms or otherwise engaged in illegal or improper use of your membership or the Site, you will not be entitled to any refund and you agree that we will not be responsible to pay any such refund. You agree that FitForm will not be liable to you or any third party for any termination or modification to the service regardless of the reason for such termination or modification. You acknowledge that your only right with respect to any dissatisfaction with any modification or discontinuation of service made by us is to cancel or terminate your subscription.

- b. **Infringing or Fraudulent Activity.** FitForm does not permit copyright infringing activities and reserves the right to terminate access to the Site and remove all content submitted by any persons who are found to be infringers. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Site may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies FitForm may have at law or in equity.

ELIGIBILITY; REGISTRATION INFORMATION AND PASSWORD; SITE ACCESS

- a. **Eligibility Criteria.** The availability of all or part of our Site may be limited based on geographic, age, or other criteria as we may establish from time to time. You understand and agree we may disallow you from subscribing to FitForm or may terminate your subscription at any time based on these criteria. For example, you must be 18 years of age or older to use this Site or to purchase a FitForm membership as a customer member or service member.

THESE TERMS ARE ONLY APPLICABLE TO USERS IN THE U.S. AND SEPARATE TERMS APPLY TO USERS IN OTHER JURISDICTIONS. THE SITE IS NOT AVAILABLE TO ANY USERS SUSPENDED OR REMOVED FROM THE SITE BY FITFORM. BY USING THE SITE, YOU REPRESENT THAT YOU ARE A RESIDENT OF THE UNITED STATES, AT LEAST 18 YEARS OLD AND HAVE NOT BEEN PREVIOUSLY SUSPENDED OR REMOVED FROM THE SITE. THOSE WHO CHOOSE TO ACCESS THIS SITE DO SO AT THEIR OWN INITIATIVE AND ARE RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL RULES INCLUDING, WITHOUT LIMITATION, RULES ABOUT THE INTERNET, DATA, EMAIL OR OTHER ELECTRONIC MESSAGES, OR PRIVACY.

1. **Subscribing Organizations.** If you are using or opening an account on behalf of a company, entity, or organization (a "Subscribing Organization"), then you represent and warrant that you are an authorized representative of that Subscribing Organization with the authority to bind such organization to these Terms; and agree to be bound by these Terms on behalf of such Subscribing Organization.
2. **Account Information.** You agree that the information you provide to FitForm at registration and at all other times will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times. When you register, you will be asked to create a password. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account.

PRIVACY

Your privacy is important to FitForm. The FitForm Privacy Policy is hereby incorporated into these Terms by reference. Please read the privacy policy carefully for information relating to FitForm's collection, use, and disclosure of your personal information. When you make a reservation, the

applicable Licensee or Venue partner will have access to certain information about you, such as your name and email address, so it can provide services to you, communicate with you regarding the class, appointment, or session you reserved and send you other communication that may be of interest to you such as marketing offers. Please see the Privacy Policy for more information.

Sky Fit Sport LLC. ("FitForm," "Sky Fit Sport LLC," "Sky Fit Sport," "we," "our," or "us") values your privacy. In this Privacy Policy ("Policy"), we describe the information we collect, how we use it, and when and with whom we share it. This Policy applies to all sites, mobile applications, and other online services (collectively, "Platform") made available by FitForm and Sky Fit Sport, LLC. This Policy applies only to information collected on or through the Platform. It does not apply to information collected or obtained by or through any other means (including, without limitation, information collected offline, in person, over the telephone and/or by mail, or from third parties outside the Platform). Undefined capitalized terms used herein shall have the definitions as set forth in our Terms of Use. By accessing or using the Platform, you agree to this Policy. **IF YOU DO NOT AGREE TO THIS POLICY, PLEASE DO NOT ACCESS OR USE THE PLATFORM.**

KEY TERMS

Please review the "Key Terms" Section in the Terms of Use.

PROHIBITED CONDUCT

You agree not to:

- Harass, threaten, disrupt or defraud users, members or staff of FitForm or Venues or otherwise create or contribute to an unsafe, harassing, threatening or disruptive environment;
- Make unsolicited offers, advertisements, proposals, or send junk mail or "spam" to users;
- Impersonate another person or access another user's account;
- Share FitForm-issued passwords with any third party or encourage any other user to do so;
- Permit anyone to use any classes or services booked under your own membership, including other members;
- Reserve or cancel any FitForm booking directly with a Venue or Service Member, rather than through the FitForm Site,
- Misrepresent the source, identity, or content of information transmitted via the Site, including deleting the copyright or other proprietary rights;
- Upload material (e.g. virus) that is damaging to computer systems or data of FitForm or users of the Site;
- Upload copyrighted material that is not your own or that you do not have the legal right to distribute, display, and otherwise make available to others; or
- Upload or send to Site users pornographic, threatening, embarrassing, hateful, racially or ethnically insulting, libelous, or otherwise inappropriate content.

PROHIBITED USES

As a condition of your use of the Site, you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner that could damage, disable, overburden, or impair it or interfere with any other party's use and enjoyment of the Site. You may not attempt to gain unauthorized access to the Site, or any part of the Site, other accounts, computer systems or networks connected to the Site, or any part of them, through hacking, password mining, or any other means or interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site. You may not remove, circumvent, disable, damage or otherwise interfere with security-related features of the Site, any features that prevent or restrict use or copying of any content accessible through the Site, or any features that enforce limitations on the use of the Site or the content therein. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site. You agree neither to modify the Site in any manner or form, nor to use modified versions of the Site, including (without limitation) for the purpose of obtaining unauthorized access to the Site. The Site may contain robot exclusion headers. You agree that you will not use any robot, spider, scraper, or other automated means to access the Site for any purpose without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site.

FitForm reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

ELECTRONIC SIGNATURES AND AGREEMENTS

You acknowledge and agree that by clicking on the button labeled "CONFIRM PURCHASE," "SUBMIT", "DOWNLOAD", "PLACE MY ORDER", "I ACCEPT" or such similar links as may be designated by FitForm to accept the terms and conditions of these Terms, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by these Terms. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, including without limitation the United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229 (the "E-Sign Act") or other similar statutes, YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SITE OR SERVICES OFFERED BY FITFORM. Further, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means

E-SIGN Disclosure

By agreeing to receive text messages and/or alerts, you also consent to the use of an electronic record to document your agreement. You may withdraw your consent to the use of the electronic record by emailing FitForm support with "Revoke Electronic Consent" in the subject line.

To view and retain a copy of this disclosure or any information regarding your enrollment in this program, you will need (i) a device (such as a computer or mobile phone) with a web browser and Internet access and (ii) either a printer or storage space on such device. For a free paper copy, or to update our records of your contact information, FitForm support with contact information and the address for delivery.

USER SUBMISSIONS

- a. General. The Site provides certain features which enable you and other users to submit, post, and share content, which may include without limitation text, graphic and pictorial works, or any other content submitted by you and other users through the Site (“User Submissions”). FitForm does not guarantee any anonymity or confidentiality with respect to any User Submissions, and strongly recommends that you think carefully about what you upload to the Site. You understand and agree that User Submissions may be made public without any additional notice to or consent by you and you should assume that any person (whether or not a user of FitForm’s platform), including any Venue or licensee, may read your User Submissions. FitForm is not responsible for the use or disclosure of any information that you disclose in connection with User Submissions, including any personal information. User Submissions are displayed for information purposes only and reflect the opinions of the person making the submission. They are not controlled by, and may not reflect the opinion of, FitForm. You understand that all User Submissions are the sole responsibility of the person from whom such User Submission originated. This means that you, and not FitForm, are entirely responsible for all User Submissions that you upload, post, e-mail, transmit, or otherwise make available through the Site.
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- b. contain any material that is illegal, threatening, obscene, racist, defamatory, libelous, hateful, pornographic, purposely false or otherwise injurious to third parties, promotional in nature, promotes any illegal activity or harm to groups or individuals, or consists of or contain software, computer viruses, commercial solicitation, political campaigning, chain letters, mass mailings, any form of "spam" or references to illegal activity, malpractice or false advertising;
 - c. violate these Terms or any applicable law or regulation; or
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13. Notice.

Except as explicitly stated otherwise, legal notices will be served, with respect to FitForm, on FitForm's national registered agent, and, with respect to you, to the email address you provide to FitForm during the registration process. Notice will be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to the address provided during the registration process. In such case, notice will be deemed given three days after the date of mailing.

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FEEDBACK

By sending us any feedback, comments, questions, or suggestions concerning FitForm or our services, including the Platform (collectively, "Feedback") you represent and warrant (a) that you have the right to disclose the Feedback, (b) that the Feedback does not violate the rights of any other person or entity, and (c) that your Feedback does not contain the confidential or proprietary information of any third party or parties. By sending us any Feedback, you further (i) agree that we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (ii) acknowledge that we may have something similar to the Feedback already under consideration or in development, (iii) grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense the Feedback, and (iv) irrevocably waive, and cause to be waived, against FitForm and its users any claims and assertions of any moral rights contained in such Feedback. This Feedback section shall survive any termination of your Account or the Platform.

Copyright Policy

It is FitForm's policy, in appropriate circumstances at our sole discretion, to disable and/or terminate the account or access of users who repeatedly infringe or are repeatedly believed to be infringing the copyrights or other intellectual property rights of others.

In accordance with the [Digital Millennium Copyright Act of 1998](#), FitForm will respond promptly to claims of copyright infringement that are reported to our Designated Copyright Agent in the form shown below.

DMCA Notice of Alleged Infringement ("Notice")

1. Identify the copyrighted work that you claim has been infringed, or provide a comprehensive list of the copyrighted works that you claim have been infringed.
2. Identify the material that you claim is infringing (or to be the subject of infringing activity) and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material, including, if applicable, the URL of the link or a specific description of where the material may be found.
3. Provide your mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Notice:
5. "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."

1. "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."
2. Provide your full legal name and your electronic or physical signature.

Deliver this Notice, with all items completed, to Sky Fit Sport, Llc., **ADDRESS** 4607 Lakeview Canyon Unit 781, Westlake Village, CA 91361. or support@fitformapp.com

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Without limiting any other rights reserved herein, FitForm may, in its sole discretion, take any action permitted by law for any violation of these Terms or any other policy or agreement between you and FitForm, including but not limited to removing User Content you posted, limiting your Account access, requiring you to forfeit certain funds or paid Fees, assessing monetary penalties or costs, terminating your Account, decreasing your status or search rank, canceling quotes or postings, blocking access, investigating you, and/or cooperating with law enforcement agencies in investigation or prosecution.

ACCOUNT SUSPENSION OR TERMINATION

We may, in our discretion, with or without cause, with or without prior notice and at any time, decide to limit, block, suspend, deactivate or cancel your FitForm Account in whole or in part. If we exercise our discretion under these Terms to do so, any or all of the following can occur with or without prior notice or explanation to you: (a) your Account will be deactivated or suspended, your password will be disabled, and you will not be able to access the Platform or your User Content, or receive assistance from FitForm support teams; (b) if appropriate in our sole discretion, we may communicate to other users that your Account has been terminated, blocked, suspended, deactivated, or cancelled, and why this action has been taken; and (c) you will not be entitled to any compensation for Platform services or Pro Services cancelled or delayed as a result of Account termination. You may cancel your use of the Platform and/or terminate your Account at any time by following the "Settings" link in in your profile, clicking "Account," and clicking "Deactivate Account." Please note that if your Account is cancelled, we do not have an obligation to delete or return to you any Content you have posted to the Platform, including, but not limited to, any reviews.

ELIGIBILITY, SERVICE MEMBER REPRESENTATIONS, WARRANTIES, AND USE OF THE PLATFORM

Access to and use of the Platform is available only to individuals who are at least 18 years old and can form legally binding contracts under applicable law. By accessing or using the Platform, you represent and warrant that you are eligible.

By registering or using the Platform to offer, post or provide Pro Services, Service Members represent and warrant that they, and the employees, agents, contractors, and subcontractors who may perform work for them, are properly and fully qualified and experienced, and licensed, certified, bonded, and insured, as required by applicable laws or regulations to which they may be subject in the jurisdiction(s) in which they offer their Pro Services and in relation to the specific job they are performing.

FitForm is not in the business of providing Pro Services. Service Members understand and agree that by creating and maintaining an account on the Platform, they receive only the ability to use the FitForm Platform to access persons interested in receiving Pro Services and related tools, including but not limited to the ability to message Customer Members or schedule appointments, that facilitate the provision of Pro Services. Service Members understand and agree that using the Platform does not guarantee that any FitForm users will engage them for Pro Services.

Service Members understand and agree that they are customers of FitForm, and are not FitForm employees, joint venturers, partners, or agents. Service Members acknowledge that they set or confirm their own prices, provide their own equipment, and determine their own work schedule. FitForm does not control, and has no right to control, the services a Service Member provides (including how the Service Member provides such services) if the Service Member is engaged by a Customer Member, except as specifically noted herein.

FitForm, as permitted by applicable laws, obtains reports based on publicly available information regarding Service Members, which may include history of criminal convictions or sex offender registration, and we may limit, block, suspend, deactivate, or cancel a Service Member's account based on the results of such a check. As a Service Member, you agree and authorize us to use your personal information, such as your full name and date of birth, to obtain such reports from FitForm's vendors.

ACCOUNT REGISTRATION AND OTHER SUBMISSIONS

Users may access the Platform without registering for an account. To access and participate in certain features of the Platform, you will need to create a password-protected account ("Account"). You may register for an Account using your existing Facebook account and log-in credentials (your "Third-Party Site Password"). You agree to provide accurate, current, and complete information during the registration or request submission process and at all other times when you use the Platform, and to update information to keep it accurate, current, and complete. You are solely responsible for safeguarding your FitForm password and, if applicable, your Third-Party Site Password. You are solely responsible for all activity that occurs on your Account, and you will notify FitForm immediately of any unauthorized use. FitForm is not liable for any losses by any party

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You acknowledge and agree that you are solely responsible for all User Content that you make available on or through the Platform. Accordingly, you represent and warrant that: (a) you either are the sole and exclusive owner of all User Content that you make available on or through the Platform or you have all rights, licenses, consents and releases that are necessary to grant to FitForm the rights in such User Content, as contemplated under these Terms; and (b) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or FitForm's use of your User Content (or any portion thereof) on, through or by means of the Platform will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. You agree that FitForm may proofread, summarize or otherwise edit and/or withdraw your User Content, and you understand it remains your sole responsibility to monitor your User Content and ensure that such edited Content is accurate and consistent with your representations and warranties in these Terms.

FitForm reserves the right, at any time and without prior notice, to remove or disable access to User

Content that we, in our sole discretion, consider to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Platform or users, or for any other reason.

INFORMATION WE COLLECT

How we collect and store information depends on how you access and use the Platform. We collect information in multiple ways including when you provide information directly to us, when you permit third parties to provide information to us, and when we passively collect information from you, such as information collected from your browser or device.

Information You Provide Directly to Us

We may collect information from you during your use or access of the Platform, such as:

- When you register for an Account;
- When you participate in polls or surveys;
- When you enroll for electronic newsletters;
- When you request a quote or other information;
- When you submit or respond to a sale or sign-up
- When you make a purchase;
- When you fill out any forms;
- When you enter a sweepstakes or contest, or register for a promotion;
- When you transmit User Content;
- When you download or use one of our mobile applications; or
- When you otherwise communicate with us or other users through the Platform.

This list is illustrative, not exhaustive; the Privacy Policy applies to *all* use of the Platform.

The information you provide directly to us may concern you or others and may include, but is not limited to: (a) name; (b) zip code; (c) email address; (d) home or business telephone number; (e) home, business or mailing address; (f) demographic information (e.g., gender, age, political preference, education, race or ethnic origin, and other information relevant to user surveys and/or offers); (g) date of birth; (h) insurance information; (i) photographs; (j) information about your project, request or need; (k) video or audio files; (l) in certain circumstances, payment and/or identity verification information. and/or (m) any other content you include in private communications with other users through the Platform or communications with us. It may also include information specific to services you are requesting or offering through the Platform, such as a business name, service description, qualifications and credentials. You are not required to provide us with such information, but certain features of the Platform may not be accessible or available, absent the provision of the requested information.

Information from Affiliates, Social Networking Sites, and other Non-affiliated Third Parties

We may collect information about you or others through FitForm affiliates or through non-affiliated third parties. For example, you may be able to access the Platform through a social networking account, such as Facebook. If you access the Platform through your Facebook account, you may allow us to have access to certain information in your Facebook profile. This may include your name, profile picture, gender, networks, user IDs, list of friends, location, date of birth, email address, photos, videos, people you follow and/or who follow you, and/or your posts or "likes."

Social networking sites, such as Facebook, have their own policies for handling your information.

For a description of how these sites may use and disclose your information, including any information you make public, please consult the sites' privacy policies. We have no control over how any third-party site uses or discloses the personal information it collects about you.

We may also collect information about you or others through non-affiliated third parties. For example, to the extent permitted by law, we may, in our sole discretion, ask for and collect supplemental information from third parties, such as information about your credit from a credit bureau, or information to verify your identity or trustworthiness, or for other fraud or safety protection purposes. We may combine information that we collect from you through the Platform with information that we obtain from such third parties and information derived from any other products or services we provide.

Information That is Passively or Automatically Collected

Device/Usage Information. We and our third-party service providers, which include ad networks and analytics companies including DoubleClick and Google Analytics, may use cookies, web beacons, and other tracking technologies to collect information about the computers or devices (including mobile devices) you use to access the Platform. As described further below, we may collect and analyze information including but not limited to (a) browser type; (b) ISP or operating system; (c) domain name; (d) access time; (e) referring or exit pages; (f) page views; (g) IP address; (h) unique device identifiers (e.g. IDFA or Android ID); and (i) the type of device that you use. We may also track how frequently you access or use the Platform. We use this information (including the information collected by our third-party service providers) for Platform analytics (including to determine which portions of the Platform are used most frequently and what our users like/do not like), to assist in determining relevant advertising (both on and off the Platform), to evaluate the success of our advertising campaigns, and as otherwise described in this Policy.

Location Information. When you use the Platform, we may collect general location information (such as IP address). If you install our mobile app, we may ask you to grant us access to your mobile device's geolocation data. If you grant such permission, we may collect information about your precise geolocation, and we may use that information to improve the Platform, including providing you with location-based features (e.g. for identification of Pro Services available near you). To deliver customized content and advertising, we may share your location information with our agents, vendors, or advertisers. If you access the Platform through a mobile device and you do not want your device to provide us with location-tracking information, you can disable the GPS or other location-tracking functions on your device, provided your device allows you to do this. See your device manufacturer's instructions for further details. If you disable certain functions, you may be unable to use certain parts of the Platform.

Cookies and Other Electronic Technologies. We and our third-party service providers may use cookies, clear GIFs, pixel tags, and other technologies that help us better understand user behavior, personalize preferences, perform research and analytics, and improve the Platform. These technologies, for example, may allow us to tailor the Platform to your needs, save your password in password-protected areas, track the pages you visit, help us manage content, and compile statistics about Platform usage. We also use certain of these technologies to deliver advertisements through the Platform that may interest you. We or our third-party service providers also may use certain of these technologies in emails to our customers to help us track email response rates, identify when our emails are viewed, and track whether our emails are forwarded.

We may also use local shared objects (also known as "Flash cookies") to assist in delivering special content, such as video clips or animation. Flash cookies are stored on your device, but they are not managed through your web browser. To learn more about how to manage Flash cookies, you can

visit the Adobe website and make changes at the Global Privacy Settings Panel.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but your browser may allow you to modify your browser settings to decline cookies if you prefer. If you disable cookies, you may be prevented from taking full advantage of the Platform, because it may not function properly. Flash cookies operate differently than browser cookies, and cookie management tools available in a web browser may not affect flash cookies. As we adopt additional technologies, we may also gather additional information through other methods.

HOW FITFORM USES THE INFORMATION WE COLLECT

We may use your information for any of the following reasons:

- For the purposes for which you provided it;
- To enable you to use the services available through the Platform, including registering you for our services and verifying your identity and authority to use our services;
- For customer support and to respond to your inquiries;
- For internal record-keeping purposes;
- To administer surveys, sweepstakes, promotions, or contests;
- To process billing and payment including sharing with third-party payment gateways and payment service providers in connection with the Platform;
- To improve and maintain the Platform and for product development;
- To address fraud or safety concerns, or to investigate complaints or suspected fraud or wrongdoing;
- To periodically send promotional emails regarding new products from FitForm, special offers from FitForm, or other information that may interest you;
- With your consent, to contact you by text message regarding certain services or information you have requested;
- With your consent, to contact you by telephone or text message regarding Platform features, improvements, or other products and services that may interest you;
- For FitForm`s market research purposes, including, but not limited to, the customization of the Platform according to your interests;
- To contact you about goods and services that may interest you or with information about your use of the Platform;
- For other research and analytical purposes; and
- To resolve disputes, to protect ourselves and other users of the Platform, and to enforce any legal terms that govern your use of the Platform.

We may combine information that we collect from you through the Platform with information that we obtain from affiliated and nonaffiliated third parties, and information derived from any other products or services we provide.

We may aggregate and/or de-identify information collected through the Platform. We may use de-identified or aggregated data for any purpose, including without limitation for research and marketing purposes and may also share such data with any third parties, including without limitation, advertisers, promotional partners, sponsors, event promoters, and/or others.

We may, either directly or through third parties we engage to provide services to us, review, scan, or analyze your communications with other users exchanged via the Platform for fraud prevention, risk assessment, regulatory compliance, investigation, product development, research and customer

support purposes. For example, as part of our fraud prevention efforts, we may scan and analyze messages to prevent fraud or improper actions. We may also scan, review or analyze messages for research and product development purposes, as well as to debug, improve and expand product offerings. By using the Platform, you consent that FitForm, in its sole discretion, may, either directly or through third parties we engage to provide services to us, review, scan, analyze, and store your communications, whether done manually or through automated means.

WHEN FITFORM DISCLOSES YOUR INFORMATION

Unless otherwise described in this Policy, we may also share the information that we collect from you through the Platform as follows:

- *Affiliates.* We may share your information with any FitForm or Sky Fit Sport, LLC affiliates.
- *Consent.* We may disclose your information to nonaffiliated third parties based on your consent to do so. Such consent includes the disclosure of your information (a) in order to provide services or products that you have requested (please see below for more details); (b) when we have your permission; or (c) as described in this Policy, the Terms of Use, or any other legal terms governing your use of the Platform.
- *Service Providers.* We may provide access to your information to select third parties who perform services on our behalf. These third parties provide a variety of services to us including without limitation billing, sales, marketing, advertising, market research, fulfillment, data storage, analysis and processing, identity verification, fraud and safety protection and legal services. As we retain new service providers, we generally seek contractual assurances from these service providers that they will not use your information in any manner other than to help us provide you with the services and products available from FitForm.
- *Legal Requirements.* We may disclose your information when required by law or when we believe in good faith that such disclosure is necessary to: (a) comply with subpoenas, court orders, or other legal process we receive; (b) establish or exercise our legal rights including enforcing and administering agreements with users; or (c) defend FitForm against legal claims. If we are required by law to disclose your information, we will use commercially reasonable efforts to notify you unless (a) we believe in our sole discretion that providing notice could create a risk of injury or death, or that harm or fraud could be directed to FitForm or users; or (b) we are precluded from providing notice by law. We will attempt to provide the notice by email if you have given us an email address. If you do not challenge the disclosure request, we may be legally required to turn over your information.
- *Protection of FitForm and Others.* We may disclose your information when we believe it appropriate to investigate, prevent, or take action regarding possible illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of the Terms of Use or any other legal terms governing use of the Platform, and/or to protect our rights and property and the rights and property of other users.
- *Business Transfers.* As we continue to develop our business, we may sell, buy, merge or partner with other companies or businesses, or sell some or all of our assets. In such transactions or where there is any change of control of FitForm, user information may be among the transferred assets.
- *App Store Providers.* We may provide your identity and mobile device identifier to third-party app store providers (for example, the Apple App Store) to allow you to download our mobile apps.
- *Academics and Research.* We may provide information about users to third parties for academic and research purposes, in anonymized or aggregated form.

Please be advised that some information you provide will be publicly accessible. For instance, registration for an Account requires that you provide us with your name. If you register through Facebook, the Platform will use the name associated with your Facebook account. Your name (full name, or in some instances, your first name and last initial) may be visible to other users. Depending on the circumstances, your name may be attached to your Content or information, such as scheduling of Pro Services, service requests, reviews, participating in discussions or forums, messaging, and profile information. Certain other people, including other users with whom you have interacted via the Platform, will see information about you that is attached to your name. For example (but without limitation), if you are a Customer Member seeking FitForm Pro Services, the description you provide of your desired services, along with your name, profile, contact information, and health waiver will be shown to some Pro Members registered in the relevant category along with your name. Thus, other users may be able to personally identify you based on Content you provide.

We invite you to post Content on or through our Platform, including, but not limited to, your comments, pictures, and any other information. However, please be careful and responsible whenever you are online. If you choose to post User Content on or through the Platform, such as through Member-to-Member messaging or through our review boards, forums, blogs, or other postings, that information: (a) may be or may become publicly available; (b) may be collected and used by third parties without our knowledge; and (c) may be used in a manner that may violate this Policy, the law, or your personal privacy.

ONLINE ANALYTICS AND TAILORED ADVERTISING

Analytics

We may use third-party web analytics services on the Platform, such as those of Google Analytics. These service providers use the sort of technology described in the Information That Is Passively or Automatically Collected section above to help us analyze how users use the Platform, including by noting the third-party website from which you arrive. The information collected by the technology will be disclosed to or collected directly by these service providers, who use the information to evaluate your use of the Platform. We also use Google Analytics for certain purposes related to advertising, as described in the following section. To prevent Google Analytics from using your information for analytics, you may install the [Google Analytics Opt-Out Browser Add-on](#).

Tailored Advertising

Third parties whose products or services are accessible or marketed via the Platform may also place cookies or other tracking technologies on your computer, mobile phone, or other device to collect information about your use of the Platform in order to (a) inform, optimize, and serve marketing content based on past visits to our websites and other sites and (b) report how our marketing content impressions, other uses of marketing services, and interactions with these marketing impressions and marketing services are related to visits to our websites. We also allow other third parties (e.g., ad networks and ad servers such as Google Analytics, DoubleClick, Facebook and others) to serve tailored marketing to you and to access their own cookies or other tracking technologies on your computer, mobile phone, or other device you use to access the Platform. We neither have access to, nor does this Policy govern, the use of cookies or other tracking technologies that may be placed on your computer, mobile phone, or other device you use to access the Platform by non-affiliated, third-party ad technology, ad servers, ad networks or any other non-affiliated third parties. Those parties that use these technologies may offer you a way to opt out of targeted

advertising as described below. You may receive tailored advertising on your computer through a web browser. Cookies may be associated with de-identified data linked to or derived from data you voluntarily have submitted to us (e.g., your email address) that we may share with a service provider in hashed, non-human-readable form.

If you are interested in more information about tailored browser advertising and how you can generally control cookies from being put on your computer to deliver tailored marketing, you may visit the [Network Advertising Initiative's Consumer Opt-Out Link](#) and/or the [Digital Advertising Alliance's Consumer Opt-Out Link](#) to opt-out of receiving tailored advertising from companies that participate in those programs. To opt out of Google Analytics for Display Advertising or customize Google Display Network ads, you can visit the [Google Ads Settings page](#). Please note that to the extent advertising technology is integrated into the Platform, you may still receive advertising content even if you opt out of tailored advertising. In that case, the advertising content will just not be tailored to your interests. Also, we do not control any of the above opt-out links and are not responsible for any choices you make using these mechanisms or the continued availability or accuracy of these mechanisms. If your browsers are configured to reject cookies when you visit this opt-out page, or you subsequently erase your cookies, use a different computer or change web browsers, your NAI or DAA opt-out may no longer be effective. Additional information is available on NAI's and DAA's websites, accessible by the above links.

When using a mobile application you may also receive tailored in-application advertising content. Each operating system-iOS for Apple devices, Android for Android devices, and Windows for Microsoft devices-provides its own instructions on how to prevent the delivery of tailored in-application marketing content. You may review the support materials and/or the privacy settings for the respective operating systems in order to opt-out of tailored in-application advertising. For any other devices and/or operating systems, please visit the privacy settings for the applicable device or contact the applicable platform operator.

CALIFORNIA DO-NOT-TRACK DISCLOSURE

FitForm is committed to providing you with meaningful choices about the information collected on our Platform for third party purposes. That is why we have provided links (above) to the NAI "Consumer Opt-Out" link, the DAA opt-out link, and a Google opt-out link. However, FitForm does not currently recognize or respond to browser-initiated Do-Not-Track signals, as the Internet industry is currently still working on Do-Not-Track standards, implementations and solutions.

PRIVACY OF MINORS

Our Services are not designed for minors under 18. Only persons 18 years of age or older may use the Platform. If we discover that an individual under 18 has provided us with personal information, we will close the account and delete the personal information to the extent required by the Children's Online Privacy Protection Act. We may, where permitted by law, retain certain information internally for purposes described in this Policy.

SECURITY

We employ appropriate physical, procedural and technological security measures, which are

reasonably designed to help protect your personal information from unauthorized access or disclosure. FitForm may use encryption, passwords, and physical security measures to help protect your personal information against unauthorized access and disclosure. No security measures, however, are 100% failsafe. Therefore, we do not promise and cannot guarantee, and thus you should not expect, that your personal information or private communications will not be collected, disclosed and/or used by others. You should take steps to protect against unauthorized access to your password, phone, and computer by, among other things, signing off after using a shared computer, choosing a robust password that nobody else knows or can easily guess, keeping your login and password private, and not recycling passwords from other websites or accounts. FitForm is not responsible for the unauthorized use of your information nor for any lost, stolen, or compromised passwords, or for any activity on your Account via unauthorized password activity.

LINKS TO EXTERNAL PLATFORMS

The Platform may contain links to other websites or resources over which FitForm does not have any control. Such links do not constitute an endorsement by FitForm of those external websites. You acknowledge that FitForm is providing these links to you only as a convenience, and further agree that FitForm is not responsible for the content of such external websites or the protection and privacy of information you provide while visiting such external websites.

UPDATING, DELETING, AND CORRECTING YOUR INFORMATION

You may review, correct and delete certain information about you by logging in to the Platform and navigating to your preferences page in "My Profile." You must promptly update your Account information if it changes or is inaccurate. Upon your request, we will close your Account and remove your profile information from view as soon as reasonably possible. We may retain information from closed Accounts in order to comply with the law, prevent fraud, collect any fees owed, resolve disputes, troubleshoot problems, assist with any investigations of any user, enforce our Terms of Use, and/or for any other purposes otherwise permitted by law that we deem necessary in our sole discretion. You should understand, however, that once you transmit User Content through the Platform, you may not be able to change or remove it. Once we have deactivated or removed your Account, you agree that FitForm will not be responsible to you for retaining information related to your Account.

YOUR CHOICES REGARDING EMAIL COMMUNICATIONS

We may send periodic promotional or informational emails to you. You may opt out of such communications by following the opt-out instructions contained in the email. Please note that it may take up to 10 business days for us to process opt-out requests. If you opt out of receiving emails about recommendations or other information we think may interest you, we may still send you emails about your Account or any services you have requested or received from us.

CHANGES TO THIS POLICY

THIS POLICY IS CURRENT AS OF THE EFFECTIVE DATE SET FORTH ABOVE. FITFORM MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, CHANGE THIS POLICY AT ANY TIME. FITFORM WILL POST ITS UPDATED POLICY ON THE PLATFORM, SEND YOU A MESSAGE OR OTHERWISE NOTIFY YOU WHEN YOU ARE LOGGED INTO YOUR ACCOUNT IN ADVANCE OF THE NEW EFFECTIVE DATE. FITFORM ENCOURAGES YOU TO REVIEW THIS POLICY REGULARLY FOR ANY CHANGES. YOUR CONTINUED ACCESS TO OR USE OF THE PLATFORM WILL BE SUBJECT TO THE TERMS OF THE THEN-CURRENT POLICY.

CONSENT TO TRANSFER

Our computer systems are currently based in the United States, so your personal data will be processed by us in the United States, where data protection and privacy regulations may not offer the same level of protection as in other parts of the world, such as the European Union. If you create an Account with the Platform as a visitor from outside the United States, by using the Platform, you agree to this Policy and you consent to the transfer of all such information to the United States, which may not offer a level of protection equivalent to that required in the European Union or certain other countries, and to the processing of that information as described in this Policy.

CONTACT US

If you have any questions about the Privacy Policy or the Platform, please contact us by sending an email to support@fitformapp.com, or by writing to: Sky Fit Sport, LLC., **ADDRESS** 4607 Lakeview Canyon Unit 781, Westlake Village, CA 91361.

Non-Discrimination Policy

At FitForm, our goal is to enable anyone to find the right health and/or fitness professional to accomplish any project, anywhere, at any time. FitForm therefore prohibits discrimination against professionals or customers based on age, disability, gender identity, marital status, medical condition, national origin, pregnancy, race, religion, sex, sexual orientation, or other improper basis.

Prohibited discrimination includes refusing to provide or accept pro services offered through the platform because of any of these characteristics, offering different pricing based on any of these characteristics, or any other conduct that improperly takes into account any of these characteristics.

Along with our [Content and Review Policy](#), this prohibition also applies to the posting of content, such as reviews or profiles, on FitForm.

Any pro, business, or customer who believes they have been discriminated against in violation of this policy should [contact us](#). A pro, business, or customer found to have violated this prohibition may lose access to FitForm.

Fraud and Damage Policy

Pros on FitForm have a responsibility to conduct themselves professionally, be responsive to customers, and resolve disputes that arise. Where a pro does not meet this standard, we reserve the right to take any of the following actions pursuant to our Terms of Use in our sole discretion:

- Require you to participate in mediation, arbitration, or other resolution processes with

customers.

- Charge your credit card to compensate us or a customer for funds you owe, damages you cause, payments under our Guarantee, or other costs as determined in our sole discretion.
- Commence court, insurance, or collections proceedings against you.
- Permanently cancel your account and prohibit you from using FitForm.

DISCLAIMERS; NO WARRANTIES

CLASSES, ACTIVITIES, SERVICES, FOOD PRODUCTS AND OTHER NON-FITFORM PRODUCTS AND SERVICES OFFERED VIA THE SITE ARE OFFERED AND PROVIDED BY THIRD PARTIES (AND THE DESCRIPTIONS OF THE FOREGOING POSTED ON THE SITE ARE PROVIDED BY SUCH THIRD PARTIES), NOT FITFORM. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, YOUR ATTENDANCE AT AND PARTICIPATION IN THESE CLASSES, ACTIVITIES, AND YOUR USE OF THESE NON-FITFORM PRODUCTS AND SERVICES IS SOLELY AT YOUR OWN RISK. IN NO EVENT SHALL FITFORM BE LIABLE FOR ANY ACT, ERROR OR OMISSION BY ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY WHICH ARISES OUT OF OR IS ANY WAY CONNECTED WITH A USER'S ATTENDANCE, USE OF OR PARTICIPATION IN A CLASS, SERVICE, PRODUCT OR APPOINTMENT MADE THROUGH THE SITE, OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY PROVIDER IN CONNECTION WITH THE SERVICES. FITFORM IS NOT AN AGENT OF ANY THIRD PARTY PROVIDER.

THE SITE AND ANY DOWNLOADABLE SOFTWARE, CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, FITFORM, ON BEHALF OF ITSELF AND ITS SUPPLIERS AND PARTNERS, DISCLAIMS AND EXCLUDES ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.

WITHOUT LIMITING THE FOREGOING, FITFORM DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS (I) THAT THE SITE AND ANY DOWNLOADABLE SOFTWARE, CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE AND ANY DOWNLOADABLE SOFTWARE, CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (II) REGARDING THE USE OF THE SITE AND ANY DOWNLOADABLE SOFTWARE, CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. ANY MATERIAL OR DATA THAT YOU DOWNLOAD OR OTHERWISE OBTAIN THROUGH THE SITE IS AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING FROM THE

DOWNLOAD OF SUCH MATERIAL OR DATA.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS SET FORTH IN THESE TERMS MIGHT NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

WAIVER AND RELEASE

You understand that FitForm and FitForm "All Access" (including All Access Rewards) is not a gym or fitness studio or other service provider and the classes you take or services you use are operated and delivered by the applicable Venue, pro, or business and not by FitForm. Although FitForm endeavors to offer inventory that is of high quality, FitForm is not responsible for the quality of any class or service. You understand that there are certain inherent risks and dangers in exercising and that the classes, booking, sessions, or services you may attend offer a range of activity and intensity level. By signing up for a FitForm membership, you acknowledge and agree, on behalf of yourself, your heirs, personal representatives and/or assigns that you are aware of these risks which include, but are not limited to, property damage, illness and bodily injury or death. You acknowledge that some of these risks cannot be eliminated and you specifically assume the risk of injury or harm. You acknowledge and agree that it is your responsibility to consult with your primary care physician prior to participating and to determine if and how participating in any class or service is appropriate for you. You also understand and agree that the Site offers health and fitness information that is designed for informational, educational and entertainment purposes only. The use of any of the information provided on the Site is solely at your own risk.

Therefore, to the fullest extent permitted by law, you release, indemnify, and hold harmless FitForm, its parent, subsidiaries or affiliated entities, and each of their respective officers, directors, members, service members, licensees, employees, employees of service members, consultants, contract employees, representatives and agents, and each of their respective successors and assigns, from any and all responsibility, claims, actions, suits, procedures, costs, expenses, damages and liabilities arising out of or in any way related to your participation in or use of your FitForm membership or the Site, including with respect to bodily injury, physical harm, illness, death or property damage.

INDEMNIFICATION; HOLD HARMLESS

You agree to indemnify and hold Sky Fit Sport LLC, its affiliated companies, its affiliated products, FitForm, and its suppliers and partners harmless from any claims, losses, damages, liabilities, including attorneys' fees, arising out of your misuse of the Site, violation of these Terms, violation of the rights of any other person or entity, or any breach of your representations, warranties, and covenants set forth in these Terms.

LIMITATION OF LIABILITY AND DAMAGE

UNDER NO CIRCUMSTANCES WILL FITFORM OR ITS AFFILIATES, CONTRACTORS, LICENSEES, SERVICE MEMBERS, PROS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES

UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND PRODUCT LIABILITY), OR OTHERWISE, EVEN IF FITFORM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, FITFORM'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

FITFORM'S LIABILITY TO YOU IS LIMITED TO \$50 OR THE AMOUNTS, IF ANY, PAID BY YOU TO FITFORM UNDER THIS AGREEMENT IN THE THREE MONTHS IMMEDIATELY PRIOR TO THE EVENT FIRST GIVING RISE TO THE CLAIM, WHICHEVER IS MORE. THE FOREGOING LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER FITFORM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

VENUE, BUSINESS, CONTRACTOR, OR OTHER FITFORM LICENSEE WAIVERS AND TERMS

Members taking classes or attending a gym are deemed to agree to the liability waivers of individual Venues. Your participation in any class, service, or booking may be subject to additional policies, rules or conditions of the applicable Venue and you understand and agree that you may not be permitted to reserve or attend classes or services if you do not comply with these Terms or the policies of the Venues. If you have questions about a Venue's waiver or other terms, please see the applicable Venue's website or contact the Venue directly.

FitForm Video Guidelines

Terms of Service for FitForm Video

1. Your Acceptance

A By using or visiting the FitForm website or any FitForm products, software, data feeds, and services provided to you on, from, or through the FitForm website (collectively the "Service") you signify your agreement to (1) these terms and conditions (the "Terms of Service"), (2) FitForm's Privacy Policy incorporated herein, and (3) FitForm's Community Guidelines, also incorporated herein. If you do not agree to any of these terms, the FitForm Privacy Policy, or the Community Guidelines, please do not use the Service.

B Although we may attempt to notify you when major changes are made to these Terms of Service, you should periodically review the most up-to-date version. FitForm may, in its sole discretion, modify or revise these Terms of Service and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in these Terms of Service shall be deemed to confer any third-party rights or benefits.

2. Service

A These Terms of Service apply to all users of the Service, including users who are also contributors of Content on the Service. "Content" includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials you may view on, access through, or contribute to the Service. The Service includes all aspects of FitForm, including but not limited to all products,

software, platform and services offered via the FitForm website, such as the FitForm channels, FitForm Business and Customer member Profiles, the FitForm "Embeddable Player," the FitForm "Uploader" and other applications.

B The Service may contain links to third party websites that are not owned or controlled by FitForm. FitForm has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, FitForm will not and cannot censor or edit the content of any third-party site. By using the Service, you expressly relieve FitForm from any and all liability arising from your use of any third-party website.

C Accordingly, we encourage you to be aware when you leave the Service and to read the terms and conditions and privacy policy of each other website that you visit.

3. FitForm Accounts

A In order to access some features of the Service, you will have to create a FitForm Account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify FitForm immediately of any breach of security or unauthorized use of your account.

B Although FitForm will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of FitForm or others due to such unauthorized use.

4. General Use of the Service—Permissions and Restrictions

FitForm hereby grants you permission to access and use the Service as set forth in these Terms of Service, provided that:

A You agree not to distribute in any medium any part of the Service or the Content without FitForm's prior written authorization, unless FitForm makes available the means for such distribution through functionality offered by the Service (such as the Embeddable Player).

B You agree not to alter or modify any part of the Service.

C You agree not to access Content through any technology or means other than the video playback pages of the Service itself, the Embeddable Player, or other explicitly authorized means FitForm may designate.

D You agree not to use the Service for any of the following commercial uses unless you obtain FitForm's prior written approval:

- the sale of access to the Service;
- the sale of advertising, sponsorships, or promotions placed on or within the Service or Content; or
- the sale of advertising, sponsorships, or promotions on any page of an ad-enabled blog or website containing Content delivered via the Service, unless other material not obtained from FitForm appears on the same page and is of sufficient value to be the basis for such sales.

E Prohibited commercial uses do not include:

- uploading an original video to FitForm, or maintaining an original channel and user profile on FitForm, to promote your business or health and wellness enterprise;

- showing FitForm videos through the Embeddable Player on an ad-enabled blog or website, subject to the advertising restrictions set forth above in Section 4.D; or
- any use that FitForm expressly authorizes in writing.

F For more information about what constitutes a prohibited commercial use, see our FAQ

G If you use the Embeddable Player on your website, you may not modify, build upon, or block any portion or functionality of the Embeddable Player, including but not limited to links back to the FitForm website.

H If you use the FitForm Uploader, you agree that it may automatically download and install updates from time to time from FitForm. These updates are designed to improve, enhance and further develop the Uploader and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit FitForm to deliver these to you) as part of your use of the Uploader.

I You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Service in a manner that sends more request messages to the FitForm servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, FitForm grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. FitForm reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Service, nor to use the communication systems provided by the Service (e.g., comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Service with respect to their Content.

J In your use of the Service, you will comply with all applicable laws.

K FitForm reserves the right to discontinue any aspect of the Service at any time.

5. Your Use of Content

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of Content.

A The Content on the Service, and the trademarks, service marks and logos ("Marks") on the Service, are owned by or licensed to FitForm, subject to copyright and other intellectual property rights under the law.

B Content is provided to you AS IS. You may access Content for your information and personal use solely as intended through the provided functionality of the Service and as permitted under these Terms of Service. You shall not download any Content unless you see a "download" or similar link displayed by FitForm on the Service for that Content. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without the prior written consent of FitForm or the respective licensors of the Content. Fitform and its licensors reserve all rights not expressly granted in and to the Service and the Content.

C You agree not to circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service or the Content therein.

D You understand that when using the Service, you will be exposed to Content from a variety of sources, and that FitForm is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content

that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against FitForm with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless FitForm, its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the Service.

6. Your Content and Conduct

A As a FitForm account holder you may submit Content to the Service, including videos and user comments. You understand that FitForm does not guarantee any confidentiality with respect to any Content you submit.

B You shall be solely responsible for your own Content and the consequences of submitting and publishing your Content on the Service. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit; and you license to FitForm all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on the Service pursuant to these Terms of Service.

C For clarity, you retain all of your ownership rights in your Content. However, by submitting Content to FitForm, you hereby grant FitForm a worldwide, non-exclusive, royalty-free, sub-licenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the Service and FitForm`s (and its successors` and affiliates`) business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Service a non-exclusive license to access your Content through the Service, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Service and under these Terms of Service. The above licenses granted by you in video Content you submit to the Service terminate within a commercially reasonable time after you remove or delete your videos from the Service. You understand and agree, however, that FitForm may retain, but not display, distribute, or perform, server copies of your videos that have been removed or deleted. The above licenses granted by you in user comments you submit are perpetual and irrevocable.

D You further agree that Content you submit to the Service will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant FitForm all of the license rights granted herein.

E You further agree that you will not submit to the Service any Content or other material that is contrary to the [FitForm Community Guidelines](#), which may be updated from time to time, or contrary to applicable local, national, and international laws and regulations.

F FitForm does not endorse any Content submitted to the Service by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and FitForm expressly disclaims any and all liability in connection with Content. FitForm does not permit copyright infringing activities and infringement of intellectual property rights on the Service, and FitForm will remove all Content if properly notified that such Content infringes on another`s intellectual property rights. FitForm reserves the right to remove Content without prior notice.

7. Account Termination Policy

A FitForm will terminate a user`s access to the Service if, under appropriate circumstances, the user is determined to be a repeat infringer.

B FitForm reserves the right to decide whether Content violates these Terms of Service for reasons other than copyright infringement, such as, but not limited to, pornography, obscenity, or excessive length. FitForm may at any time, without prior notice and in its sole discretion, remove such Content and/or terminate a user`s account for submitting such material in violation of these Terms of Service.

8. Digital Millennium Copyright Act

A If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

B You may direct copyright infringement notifications to our email: support@fitformapp.com subject "copyright infringement". For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to FitForm customer service through support@fitformapp.com. You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

C Counter-Notice. If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Los Angeles, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

D If a counter-notice is received by the Copyright Agent, FitForm may send a copy of the counter-

notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at FitForm`s sole discretion.

9. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, FITFORM, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. FITFORM MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE`S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. FITFORM DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND YOUTUBE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

10. Limitation of Liability

IN NO EVENT SHALL FITFORM, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT YOUTUBE SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Service is controlled and offered by Sky Fit Sport LLC from its facilities in the United States of America. FitForm makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

11. Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless FitForm, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney`s fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Service.

12. Ability to Accept Terms of Service

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the Service is not intended for children under 13. If you are under 13 years of age, then please do not use the Service. There are lots of other great web sites for you. Talk to your parents about what sites are appropriate for you.

13. Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by FitForm without restriction.

14. General

You agree that: (i) the Service shall be deemed solely based in California; and (ii) the Service shall be deemed a passive website that does not give rise to personal jurisdiction over FitForm, either specific or general, in jurisdictions other than California. These Terms of Service shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and FitForm that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in Los Angeles County, California. These Terms of Service, together with the Privacy Notice and any other legal notices published by FitForm on the Service, shall constitute the entire agreement between you and FitForm concerning the Service. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of this these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and FitForm`s failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. FitForm reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the Service following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. YOU AND YOUTUBE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

INFRINGEMENT POLICY

Copyright Policy

We expect users to respect copyright law. In appropriate circumstances we will terminate the Account of any user who repeatedly infringes or is believed to be repeatedly infringing the rights of copyright holders.

Notification of copyright infringement

If you are a copyright owner or an agent thereof, and you believe that any content hosted on the Site infringes your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing our Designated Copyright Agent with the information listed in the below DMCA Notice in writing (see 17 U.S.C § 512(c)(3) for further detail). Upon receipt of the Notice as described below, FitForm will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged material from the Sites. You acknowledge that if you fail to comply with all of the requirements listed below, your Notice may not be valid.

DMCA Notice of alleged infringement (“notice”)

1 *Identify the copyrighted work that you claim has been infringed, or - if multiple copyrighted works are covered by this Notice - you may provide a representative list of the copyrighted works that you claim have been infringed.*

2 *Identify the material that you claim is infringing (or to be the subject of infringing activity) and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material, including at a minimum, if applicable, the URL of the link shown on the Site(s) where such material may be found.*

3 *Provide your mailing address, telephone number, and, if available, email address.*

4 *Include both of the following statements in the body of the Notice:
“I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).”
“I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”*

5 *Provide your full legal name and your electronic or physical signature.*

Deliver this Notice, with all items completed, to FitForm’s Designated Copyright Agent: Sky Fit Sport, Llc., **ADDRESS** 4607 Lakeview Canyon Unit 781, Westlake Village, CA 91361

For clarity, only DMCA notices should go to the Copyright Agent. Any other feedback, comments, requests for technical support or other communications should be directed to FitForm Customer Service.

ARBITRATION AGREEMENT

PLEASE READ THE FOLLOWING CAREFULLY:

1. a) Purpose. This Arbitration Agreement facilitates the prompt and efficient resolution of any disputes that may arise between you and FitForm. Arbitration is a form of private dispute resolution in which parties to a contract agree to submit their disputes and potential disputes to a neutral third person (called an arbitrator) for a binding decision, instead of having such dispute(s) decided in a lawsuit, in court, by a judge or jury trial.

Please read this Arbitration Agreement carefully. It provides that all disputes between you and FitForm shall be resolved by binding arbitration. Arbitration replaces the right to go to court. In the absence of this arbitration agreement, you may otherwise have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by

others (including, but not limited to, class actions). Entering into this Arbitration Agreement constitutes a waiver of your right to litigate claims in court and all opportunity to be heard by a judge or jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow this Arbitration Agreement and can award the same damages and relief as a court (including attorney's fees).

For the purpose of this Arbitration Agreement, "FitForm" means FitForm and its parents, subsidiaries, and affiliated companies, and each of their respective officers, directors, employees, and agents. The term "Dispute" means any dispute, claim, or controversy between you and FitForm regarding any aspect of your relationship with FitForm, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, gross negligence or reckless behavior), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Agreement (with the exception of the enforceability of the Class Action Waiver clause below). "Dispute" is to be given the broadest possible meaning that will be enforced.

WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS ARBITRATION AGREEMENT.

91361. b) Pre-Arbitration Dispute Resolution. Before initiating any Dispute, whether in court or arbitration, you must first give FitForm an opportunity to resolve the Dispute by mailing written notification to FitForm, Legal Department, Sky Fit Sport, Llc., **ADDRESS** 4607 Lakeview Canyon Unit 781, Westlake Village, CA 91361.

That written notification must include (1) your name, (2) your address, (3) a written description of the Dispute, and (4) a description of the specific relief you seek. If FitForm does not resolve the Dispute to your satisfaction within 45 days after it receives your written notification, you may pursue your Dispute in arbitration.

7879. c) Arbitration Procedures. If the Dispute is not resolved as provided above in the Pre-Arbitration Claim Resolution section, either you or FitForm may initiate arbitration proceedings. The American Arbitration Association ("AAA"), www.adr.org, or JAMS, www.jamsadr.com, will arbitrate all Disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration, and shall in no event be commenced as a class arbitration. All issues shall be for the arbitrator to decide, including the scope of this Arbitration Agreement. For arbitration before the AAA, for Disputes in which less than \$75,000 is at issue, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for Disputes involving \$75,000 or more, the AAA's Commercial Arbitration Rules will apply. In either instance, the AAA's Optional Rules For Emergency Measures Of Protection shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at www.jamsadr.com or by calling 1-800-352-5267. In the event that this Arbitration Agreement conflicts with the applicable arbitration rules, this Arbitration Agreement shall govern. Under no circumstances will class action procedures or rules apply to the arbitration. Because your contract with FitForm, the Terms of Use, and this this Arbitration Agreement concern interstate commerce, the Federal Arbitration Act ("FAA") governs the arbitrability of all Disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of

limitations or condition precedent to suit.

7880. d) Arbitration Award. The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator shall make any award in writing but need not provide a statement of reasons unless requested by a party. Such award by the arbitrator will be final and binding on the parties, except for any right of appeal provided by applicable federal law, including but not limited to the Federal Arbitration Act ("the FAA"), and may be entered in any court having jurisdiction over the parties for purposes of enforcement.
7881. e) Location of Arbitration. Arbitration shall take place in Los Angeles County, California, but it may proceed by telephone if you so choose.
7882. f) Payment of Arbitration Fees and Costs. FitForm will pay all arbitration filing fees and arbitrator's costs and expenses upon your written request given prior to the commencement of the arbitration. You are responsible for all additional fees and costs that you incur in the arbitration, including, but not limited to, attorneys or expert witnesses. Fees and costs may be awarded as provided pursuant to applicable law.
7883. g) Class Action Waiver. Any Disputes arising out of or relating to any purchase you make on or through the Site, any information you provide via the Site, these Terms (including the formation, performance, or alleged breach), and your use of the Site shall be submitted individually by you and will not be subject to any class action or representative status. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, representative action, consolidated action or private attorney general action) . Neither you, nor any other Member of FitForm and/or user of FitForm services, can be a class representative, class member, or otherwise participate in a class, representative, consolidated or private attorney general proceeding with respect to the matters set forth in the first sentence of this paragraph. You agree that this Class Action Waiver is material and essential to the arbitration of any dispute between you and FitForm and is non-severable from the Arbitration Agreement. If any portion of this Class Action Waiver is limited, voided, or cannot be enforced, then the Arbitration Agreement shall be null and void. You understand that by agreeing to this Class Action Waiver, you may only pursue Dispute against FitForm in an individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding.
7884. h) Limitation of Procedural Rights. You understand and agree that, by entering into this Arbitration Agreement, you and FitForm are each agreeing to arbitration instead of the right to a trial before a judge or jury in a public court. In the absence of this Arbitration Agreement, you and FitForm might otherwise have a right or opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). By using the FitForm Site and products and services, you are entering into this Arbitration Agreement, and you give up those procedural rights. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited in arbitration. The right to appellate review of an arbitrator's decision is much more limited than in court, and in general an arbitrator's decision may not be appealed for errors of fact or law.
7885. i) Sever-ability. If any clause within this Arbitration Agreement, other than the Class Action Waiver clause above, is found to be illegal or unenforceable, that clause will be severed from this Arbitration Agreement, and the remainder of this Arbitration Agreement will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, then this entire Arbitration Agreement will be unenforceable and the Dispute will be decided by a court of competent jurisdiction.
7886. j) Continuation. This Arbitration Agreement shall survive the termination of your contract with

FitForm and your use of the FitForm Site and services.

MISCELLANEOUS

1. a) Choice of Law; Forum. These Terms shall be governed in all respects by the laws of the State of California, without regard to conflict of law provisions.
2. b) Assignment. We may assign our rights and obligations under these Terms. The Terms will inure to the benefit of our successors, assigns and licensees.
3. c) Sever-ability. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.
4. d) Headings. The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.
5. e) Entire Agreement. These Terms and any applicable Additional Terms, as each may be amended as set forth herein, are the entire agreement between you and FitForm relating to the subject matter herein.
6. f) Claims; Statute of Limitations. YOU AND FITFORM AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OR THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.
7. g) Disclosures. The services hereunder are offered by Sky Fit Sport, Llc., **ADDRESS** 4607 Lakeview Canyon Unit 781, Westlake Village, CA 91361. If you are a California resident, you may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information.
8. h) Waiver. No waiver of any of these Terms by FitForm is binding unless authorized in writing by an executive officer of FitForm. In the event that FitForm waives a breach of any provision of these Terms, such waiver will not be construed as a continuing waiver of other breaches of the same nature or other provisions of these Terms and will in no manner affect the right of FitForm to enforce the same at a later time.

GUIDELINES FOR THIRD PARTY INFORMATION REQUESTS

Last updated November 9, 2017

The following information is provided to inform private parties, including civil litigants, of our current policy on how to obtain information or records from FitForm. We may change or update this policy at any time. These guidelines only apply to non-law enforcement requests. Law enforcement requests are governed by our [law enforcement guidelines](#).

FitForm requires that private parties obtain a subpoena or other legal process in order to seek disclosure of information maintained by our platform. This legal process must be issued in accordance with any applicable state or federal statutes, rules, and regulations.

Subpoena format and required information

FitForm responds to valid federal or domesticated California subpoenas requesting information. We review each subpoena and other legal process for facial and substantive validity and will reject requests that are not facially and substantively valid. We will also reject any requests that are overly broad or vague.

In order to make sure your subpoena is valid, please note the following:

- It must be a California subpoena;
- The best way to get information about a person using FitForm is to request it from them directly, especially if they are already a party to your litigation;
- You must make a sufficiently narrow request with a defined timeframe and identifying the information sought with particularity;
- You must reference a specific person, entity, or reference (i.e., you must uniquely identify a user, phone number, service provider, or some type of other specific characteristic to limit the scope of the request);
- Federal law does not allow private parties to obtain account contents such as messages using civil subpoenas. We will not provide such materials in response to a civil subpoena.

Service of third-party information requests

We accept courtesy copies through info@fitformapp.com as a convenience but reserve all rights and objections, such as for lack of jurisdiction or improper service. Third-party information requests may also be served at our Westlake Village Headquarters:

Sky Fit Sport, Llc

Attn: Legal Department

4607 Lakeview Canyon Unit 781

Westlake Village, CA 91361.

Our acceptance of legal process does not waive any legal objections FitForm may have and may raise in response to the request.

Please note that any complaints and other documents naming FitForm as a party must be served on our registered agent for service of process. California complaints may also be served at our Westlake Village Office, using the address above. We typically include an affidavit of authenticity when responding to records requests, but are generally unable to provide in-person testimony.

Notification to customer

If we are required by law to disclose user information, it is our policy to use commercially reasonable efforts to notify the user unless (a) we believe in our sole discretion that providing notice could create a risk of injury or death, or that harm or fraud could be directed to FitForm or users; or (b) we are precluded from providing notice by law. This user notice will be sent via email to the email address listed on the account. A third-party seeking non-disclosure of legal process should obtain an appropriate court order establishing that notice is prohibited before serving legal process on FitForm or should provide us with a detailed statement of why notice should not be provided under our policy.

Guidelines for law enforcement information requests

Last updated October 4, 2017

The information provided in this section is intended for use by U.S. law enforcement when seeking information from Sky Fit Sport, Llc. ("FitForm"). We may change these guidelines at any time. Private parties, including civil litigants and criminal defendants, should consult our guidelines for third party information requests

FitForm requires appropriate legal process to be issued in connection with an official law enforcement investigation where the disclosure of any information maintained by our platform is requested. We generally require a search warrant to obtain the contents of communications between or among Customer Members and Service Members. For other information, we require the appropriate form of legal process to be issued in accordance with any applicable state or federal laws, rules, and regulations.

Business and account records

We store, maintain, use, and disseminate information as described in our Terms of Use and Privacy Policy. This includes any information that is provided when Customer Members or Service Members sign up and use the service, as well as information created and maintained during the ordinary course of using our service. This information may include, but is not limited to, account name(s), FitForm user identification number(s), business name(s), phone number(s), email address(es), account start and end date, registration IP address, account status, user rating, payment method, payment history, quote history including dates, times, and locations, customer service communications, uploaded photographs, and registered current and historical address(es).

Preservation of records

Upon receipt of a formal written request by email to support@fitformapp.com, we will work to preserve records connected with an official governmental investigation for a minimum of 90 days. Law enforcement may extend a preservation request for additional days. We may not maintain

preserved materials beyond the initial 90 days unless we receive an extension request or legal process.

Subpoena format and required information

We review each subpoena and other piece of legal process for facial and substantive validity and will reject requests that are not facially and substantively valid. We will also reject any requests that are overly broad or vague.

In order to make sure your subpoena or other legal process is valid, we ask for the following:

- A sufficiently narrow request with a defined timeframe and identifying the information sought with particularity;
- A specific person, entity, or reference (i.e., you must uniquely identify a user, phone number, service provider, credit card number, or some type of other specific characteristic to limit the scope of the request)
- Requester`s contact information (i.e., name, title, department, government email address, and phone number)

Service of legal documents

Authorized law enforcement using an official government domain may send legal process to support@fitformapp.com. We accept courtesy copies through that email as a convenience but reserve all rights and objections, such as for lack of jurisdiction or improper service.

Our acceptance of legal process does not waive any legal objections FitForm may have and may raise in response to the request.

Notification to user

If we are required by law to disclose user information, it is our policy to use commercially reasonable efforts to notify the user unless (a) we believe in our sole discretion that providing notice could create a risk of injury or death, or that harm or fraud could be directed to FitForm or users; or (b) we are precluded from providing notice by law. This user notice will be sent via email to the email address listed on the account. Law enforcement officials seeking non-disclosure of legal process should obtain an appropriate court order establishing that notice is prohibited before serving legal process on FitForm or should provide enough details of their investigation to us that will enable us to determine whether a request falls into an exception to our policy.

Emergency and exigent information requests

Consistent with our privacy policy, we may disclose information to law enforcement in response to a

valid emergency request.

To make an emergency request please email request to support@fitformapp.com. This request must be sent from a government issued email address. All requests will be reviewed on a case by case basis. In the request please include the following information:

- The person(s) who is in danger of death or serious injury, if any;
- Specific threat or exigency;
- Specific user information (e.g., name, phone number, email etc.);
- Information requested (e.g., address, recent quote history, messaging history);
- Signature, title, ID#, and Agency of requesting agent;
- Relevant legal authority for the emergency request (e.g., reference to statute or rule of criminal procedure);
- Any other pertinent information related to the request

After submission of emergency request please contact our customer support at support@fitformapp.com to confirm receipt of document. Any emergency requests received from non-government agencies will not be responded to. Those requests should be directly and immediately reported to local law enforcement.

Responsible Disclosure Policy

FitForm aims to keep its service safe for everyone, and data security is of the utmost priority. If you are a security researcher or expert, and have discovered a security vulnerability in our site, we appreciate your help in disclosing it to us in a responsible manner.

Publicly disclosing a vulnerability can put the entire community at risk, so we urge you to keep matters private until a fix can be rolled out from our side.

- If you believe you have found a security vulnerability on FitForm, please let us know right away via email to support@fitformapp.com.
- Please include as much information as possible, including a way for us to replicate the issue, in your report.
- Please do not make your research or findings public or share them with anyone until we have had a chance to investigate and roll out a fix.
- Please do not ask for compensation for your report.

We appreciate your good faith effort to protect our user`s privacy and data. We are committed to addressing security issues responsibly and in a timely manner.

If you`d like to report an issue that pertains to your individual FitForm account and is not an online security issue that may affect many FitForm users, please contact us through the contact FitForm option at the bottom of this article. Our team will gladly assist you.

Additional questions

If law enforcement personnel have any questions about these guidelines they can direct those to support@fitformapp.com. Be advised that we will not respond to non-law enforcement requests sent to this address