

YouFit – Digital Terms of Use
Effective – October 25, 2021

Please read these Terms of Service (collectively, “Terms”) carefully because it is an agreement between you and YF FC Operations, LLC, including any and all subsidiaries and affiliates (“YouFit”) governing your access to and use of our website located at www.YouFit.com and any related domains or subdomains (collectively, the “Site”), any digital mobile, desktop and device application used or made available by YouFit and any other (mobile/web) application or software (collectively, the “App”) and YouFit controlled social media pages (such as Facebook, Instagram, Twitter and others), and all features, functionalities, services and Content (as defined herein) made available through the foregoing (collectively, “App”, together with the Site and other services described above are referred to in these Terms as the “Services”) made available by YouFit under the YouFit brand. By using the Services, and the features and services made available through the Services, you are acknowledging that you have read, understand, and have agreed to these Terms and expressly agree that they form a binding contract between you and YouFit. In addition, please refer to our Privacy Policy (www.YouFit.com/privacy) for information on how we collect, use and disclose information from our users. Our Privacy Policy forms a part of our Terms and is incorporated here by reference.

1. Acceptance of Terms

By accessing and using the Services, you accept and agree to be bound by these Terms. If you do not agree to these Terms and our Privacy Policy, do not use the YouFit Services. This Agreement applies to your use of the Services only for your personal, non-commercial use and not for the benefit of any third party in the United States of America. If you enter or have already entered into any separate agreement with YouFit, for example, any club membership agreement, childcare agreement, coaching, training, nutrition, or corporate wellness agreement, contest or promotion governed by specific rules, payment authorization form, or any waiver or consent form, regardless of whether or not such separate agreements were initiated or executed through access to the Services, (each, a “Membership Agreement”), the terms of which are deemed to conflict with these Terms, then the terms of the Membership Agreement shall govern.

2. Class Action Waiver and Arbitration

These Terms contain a binding arbitration provision that requires the use of arbitration on an individual basis, rather than jury trials or class actions and waives your ability to bring a class action to resolve disputes, and also limits the remedies available to you in the event of a dispute, including but not limited to your right to bring a class action or have a jury trial. See Section 24 (Dispute Resolution;

Agreement to Arbitrate) for full details.

3. Changes to Terms or Services

These Terms were last updated as of the effective date set forth above. These Terms may change at any time, and in our sole discretion. If we change the Terms, we will either post new Terms on the Site or App with a new effective date or send them via email or other communications. It is important that you review the Terms whenever we modify them because if you continue to use the YouFit Services after we have posted modified Terms, you are indicating to us that you agree to be bound by the modified Terms. If you don't agree to be bound by the modified Terms, then you cannot continue to use the YouFit Services. We are always striving to make the YouFit Services better and because the Services are evolving over time, YouFit may change, add new features, or discontinue all or any part of the Services or the Content (defined in Section 8 below). This change may happen at any time and without notice.

4. Access, Registration and Account Information

The Services are intended for use by an adult of at least 18 years of age and you agree to use the Services in accordance with United States laws. By using or attempting to use the Services, you represent to YouFit that you meet the foregoing eligibility requirements and have the legal capacity to enter into and be bound by these Terms under the laws of any applicable US jurisdiction, and are not barred from using the Services under applicable law.

You are solely responsible for any charges incurred in obtaining access to the Services, including without limitation charges from your Internet service provider and/or wireless carrier. The Services are currently provided for free; however, access and use of some of the third-party services linked in the App may require a fee. YouFit reserves the right to charge fees for any and all of the Services at any time. If a fee is required for any Service, the fees will be disclosed on the Site or the App before payment is due.

To use some portions of the YouFit Services you'll have to create a user account and provide information that personally identifies you ("Account"). You can do this via the Site or the App or through your account with certain third-party social networking services such as Facebook or Twitter (each, an "SNS Account"). If you choose the SNS Account option, we will create your account by extracting from your SNS Account certain personal information such as your name and email address and other personal information that your privacy settings on the SNS Account permit us to access. You agree to provide true, accurate, current and complete information for your account as prompted by the YouFit Service's registration form, with updates, as necessary, to maintain its completeness and accuracy by updating your personal profile. You agree not to impersonate another person, whether actual or fictitious. If YouFit believes in its sole discretion that the information you provide is

not current, complete, or accurate, YouFit, at its sole discretion, has the right to refuse you access to the Services, or to terminate or suspend your access at any time, or both. For additional information, see YouFit's Privacy Policy.

You are responsible for maintaining the confidentiality of your login credentials and the password and account name or ID you register under, and are fully responsible for all activities that occur under your account, whether authorized by you or not. You may not use the username or password of any other person, nor may you share your username and password, nor may you circumvent any authentication mechanism requiring the entry of usernames, passwords, or any other information to gain unauthorized access to the Services. YouFit shall not be liable for any loss that you incur because of someone else using your Account, either with or without your knowledge. You may be held liable for any losses incurred by YouFit, its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of your Account. You agree to immediately change your password and notify YouFit of any unauthorized use of your password or account or any other breach of security.

5. Health Disclaimer

When you use the Services, you may obtain physiological data about your body along with information generated from applications on the Internet as part of the Services. This information and data are intended only to assist our users with respect to the users' personal health, fitness and wellness efforts. YouFit is not a medical organization and YouFit does not and cannot give you medical advice or diagnoses. Nothing transmitted or contained in the Services or through content and exercise-related information provided by YouFit or its third-party contractors should be construed as medical advice, a medical test result or report or a diagnosis. Any data or reports generated through use of the Services should not be interpreted as a substitute for physician consultation, evaluation, or treatment. See Section 7 below (No Reliance on Third Party Content). YouFit urges you to seek the advice of a qualified physician before beginning any health, fitness & wellness related effort or regimen.

6. Assumption of Risk; Release

Physical activity, by its very nature, contains certain inherent risks that cannot be eliminated, regardless of the care taken to avoid injuries. Some exercises involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity that places stress on the cardiovascular system. The specific risks involved in exercising varies from one activity to another, but in each activity the risks range from 1) minor injuries such as scratches, bruises and sprains to 2) major injuries such as loss of sight, broken bones, joint or back injuries, concussions and heart attacks to 3) catastrophic injuries including paralysis and

death.

You knowingly and freely assume your own risk when using the Services. You, on behalf of yourself, your personal representatives, and your heirs, voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify YouFit and its owners, officers, directors, employees, agents, affiliates, consultants, representatives, sublicensees, successors, and assigns (collectively, the "Company Parties") from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, emotional distress, loss of privacy, or other damages or harm, whether to you or to third parties, that may result from your use of the Services.

7. No Reliance on Third Party Content

Opinions, advice, statements, or other information made available to you by third parties on our Site or App are those of their respective authors, and should not necessarily be relied upon. Those authors are solely responsible for their content. YouFit does not: (i) guarantee the accuracy, completeness, or usefulness of any third-party information accessible on or through the Services; or (ii) adopt, endorse, or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by a third party through the Services. You agree that YouFit is not liable for any loss or damage resulting from your reliance on information or other content transmitted to or by any third party. Also see Section 14 below (Links to Third Parties)

8. Content and Content Rights

For purposes of these Terms: (i) "Content" means graphics, images, music, software, audio, video, text, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the YouFit Services; and (ii) "User Content" means any Content that YouFit account holders (including you) provide to be made available through the YouFit Services. Content includes without limitation User Content.

YouFit does not claim any ownership rights in any User Content that you make available through the Services and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content. Subject to the foregoing, YouFit and its licensors exclusively own all right, title and interest in and to the Services and Content, including all associated intellectual property rights. You acknowledge that the YouFit Services and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the YouFit Services or Content or in any third-party website or application that you access in your use of the Services. See Section 16 below (YouFit's Proprietary Rights).

If you send us User Content using the Services or tag us in Content on a social media platform, we may use that Content for social media, website, blog, email, advertising, and other commercial uses. By making any User Content available through the Services or through the submission of User Content, including photos and videos, whether sent via message, location tag, or social media tagging (such as @youfitgyms), you grant YouFit a perpetual, royalty-free, and unrestricted right and license to utilize the User Content in any and all advertising, commercial, and marketing efforts, as well as to provide the Services. You also grant permission for YouFit to use your name, photograph(s), likeness, image, and transformation journey details in any and all marketing, print, website, and social media material and to provide the Services.

You are solely responsible for all your User Content. You represent and warrant that you own all your User Content or you have all rights that are necessary to grant us the license rights in your User Content under these Terms. You also represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by YouFit on or through the Services will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You can remove your User Content by specifically deleting it. However, in certain instances, some of your User Content (such as posts or comments you make) may not be completely removed and copies of your User Content may continue to exist on the Services or in our advertising or third-party media such as Facebook, Twitter, etc. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

Subject to your compliance with these Terms, YouFit grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and view the Content solely in connection with your permitted use of the YouFit Services and solely for your personal and non-commercial purposes.

9. Prohibited Conduct

YouFit prohibits certain activities with respect to the Services and Content. Any violation of this section may subject you to civil and/or criminal liability. You understand that all User Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such User Content originated. You understand that by using the YouFit Services, you may be exposed to Content from other users that may be offensive or objectionable. YouFit has no responsibility in any way for any Content, including, but not limited to, any errors or omissions in any User Content, or any loss or damage of any kind incurred as a result of the use of any User Content posted, emailed, transmitted or otherwise made available via the Services.

We ask that you respect the YouFit community of users and our desire for all users to feel safe when using the Services, including any Content. Accordingly, you agree you will not use the YouFit Services to:

- a) upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable to any individual or group;
- b) upload, post, email, transmit or otherwise make available any Content that exploits minors, promotes illegal or harmful activities or substances or promotes violence or violent actions against another person, animal or entity;
- c) upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright, privacy, publicity or other proprietary rights of any party;
- d) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- e) upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;
- g) upload, post, email, transmit or otherwise make available any material that contains software viruses, "Trojan horses" or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- h) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- i) collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs a through h above.

The following are expressly prohibited when using the Services:

- a) interfering with or disrupting the YouFit Services or servers or networks connected to the Services, or disobeying any requirements, procedures, policies or regulations of networks connected to the Services, including using any device, software or routine to bypass our robot exclusion headers;
- b) using or attempting to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to harvest or otherwise collect information from the Site or App for any use, including without limitation use on third-party websites;
- c) modifying or changing the placement, content or location of any advertisement posted through the Services;
- d) providing fraudulent, false, misleading, or inaccurate information to YouFit or any other person in connection with the Services;
- e) impersonating, or otherwise misrepresenting affiliation, connection, or association with, any person or entity;
- f) stalking or harassing anyone;
- g) accessing content or data not intended for you, or logging into a server or account that you are not authorized to access;
- h) attempting to probe, scan, or test the vulnerability of the Services, or any associated system or network, or breaching security or authentication measures without proper authorization;
- i) interfering or attempting to interfere with the use of the Services by any other user, host, or network, including (without limitation) by submitting malware or exploiting software vulnerabilities;
- j) forging, modifying, or falsifying any network packet or protocol header or metadata in any connection with, or transmission to, the Services (for example, SMTP email headers, HTTP headers, or Internet Protocol packet headers);
- k) while using the Services, using ad-blocking or other content-blocking software, browser extensions, or built-in browser options designed to hide, block, or prevent the proper display of online advertising;
- l) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by YouFit or its third-party contractors in providing the Services, including without limitation any fraudulent effort to modify software or any other technological mechanism for measuring the number of impressions generated by individual content and/or the overall Services to determine and/or audit advertising revenues and payments, if applicable;
- m) creating additional accounts to promote your (or another's) business, or causing others to do so; or
- n) paying anyone for interactions on the Services.

Although YouFit is not obligated to monitor access to, or use of, the Services or Content or to review or edit any Content, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms, or to comply with applicable law or other legal requirements. YouFit reserves the right, but is not obligated, to remove or disable access to any Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Content to be objectionable or in violation of these Terms. YouFit has the right to investigate violations of these Terms or conduct that affects the YouFit Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

You acknowledge, consent and agree that YouFit may access, preserve and disclose your account information or User Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms (iii) respond to your requests for customer service; or (v) protect the rights, property or personal safety of YouFit, its users or the public.

You understand that the Services and software embodied within the Services may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by YouFit and/or content providers who provide Content to the Services. You may not attempt to override or circumvent any of the usage rules embedded into the Services. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Services, in whole or in part, is strictly prohibited.

10. Rights and Terms for Services

Subject to your compliance with these Terms, and in addition to the Content license granted above, YouFit grants you a limited non-exclusive, non-transferable, non-sublicensable license to access and use the Services, download and install a copy of the App on a mobile device or computer that you own or control and to run such copy of the App solely for your own personal non-commercial purposes. If you would like to install the App on any additional device of yours, you will need to download the App again for the additional device. YouFit reserves all rights in and to the App not expressly granted to you under these Terms.

11. Additional Terms for App Store Apps

If you download the App through or from any app store or distribution platform (like the Apple App Store or Google Play) where the App is made available (each, an "App Provider"), then you acknowledge and agree that these Terms are between you and YouFit, and not with the App Provider, and the App Provider is not responsible for the App and has no obligation to furnish to you any maintenance and support services with respect to the App except the right to have the purchase refunded, if applicable, as provided in these Terms. In the event of any failure of the App to conform to any applicable warranty, you may notify the App Provider, and the App Provider will refund the purchase price for the App to you (if applicable) and to the maximum

extent permitted by applicable law, the App Provider will have no other warranty obligation whatsoever with respect to the App. The App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. You must also comply with all applicable third-party terms of service, which can be found under Terms of Service when using the App. In the event of any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, see the warranty section of these Terms.

The App Provider and its subsidiaries are third party beneficiaries of these Terms as related to your license of the App, and that, upon your acceptance of these Terms, the App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App against you as a third party beneficiary thereof.

12. Contributions to YouFit

YouFit welcomes feedback, comments, ideas, and suggestions for improvements to the Services (“Contributions”). You can submit Contributions by emailing us at info@YouFit.com. By submitting Contributions to YouFit, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information and do not infringe the intellectual property rights of any other person or entity; (b) YouFit is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) YouFit will be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) YouFit may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of YouFit without any obligation of YouFit to you; and (f) you are not entitled to any compensation or reimbursement of any kind from YouFit under any circumstances. You hereby assign and agree to assign any rights you may have in your Contributions to YouFit.

13. Advertisers

Your dealings with, or participation in promotions of, advertisers or other third parties found on or through the YouFit Services, including payment and delivery of related goods or services, and any other Terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser or third party. You agree that YouFit will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings with advertisers or third parties, or as the result of the presence of such advertisers in the Services.

14. Links to Third Parties

The Services may contain links to third-party websites or resources. YouFit provides these links only as a convenience. You acknowledge and agree that YouFit is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. You further acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites or resources and agree that YouFit will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Content, goods or services available on or through any such website or resource.

15. Termination of Use of the Services

We may terminate your access to and use of the Services or deactivate or cancel your Account, at our sole discretion at any time. You may cancel your Account at any time via the “Cancel Account” feature of the Services or by sending an email to us at info@YouFit.com. Upon any termination, discontinuation or cancellation of the Services or your Account, your licenses and right to use the Services and Content will terminate but other provisions of these Terms will survive termination and you are obligated to pay any fees incurred prior to termination.

16. YouFit’s Proprietary Rights

You acknowledge and agree that the YouFit Services and Content provided through the YouFit Services contain software and other proprietary and confidential information that is protected by copyrights, patents, trademarks, trade secrets and other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. You further acknowledge and agree that Content contained in advertisements or information presented to you through the YouFit Services or by advertisers is protected by copyrights (each work by an individual copyright), trademarks, service marks, patents or other proprietary rights and laws in all jurisdictions in the US and internationally in some cases. Except as expressly permitted by applicable law or as authorized by YouFit or the applicable licensor (such as an advertiser), you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, publicly perform or create derivative works based on the Services or Content, in whole or in part. As between you and YouFit, YouFit owns or has a license to all intellectual property rights in the selection, coordination, arrangement, and enhancement of all content in the Services. You agree that all of the trademarks, trade names, service marks and other logos and brand features, and product and service names (collectively, “Marks”) contained in the Services or Content are trademarks and the property of either YouFit or are licensed to YouFit. Without YouFit’s prior permission, you agree not to display or use in any manner the Marks.

17. DMCA/Copyright Policy

YouFit respects copyright law and the intellectual property of others and expects its users to do the same. It is YouFit's policy to terminate in appropriate circumstances YouFit account holders who infringe the rights of copyright holders. If you believe that any content or part of the Services infringe the intellectual property rights of others, please contact YouFit Legal Operations, 4032 W. Hillsboro Blvd., Deerfield Beach, FL 33442 or legal@youfit.com to make a report.

18. Indemnity

You agree to indemnify, defend and hold YouFit and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your access to or use of the YouFit Services or Content, your User Content, your violation of these Terms, or your violation of any rights of another.

19. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE YOUFIT SERVICES AND SOFTWARE ARE AT YOUR SOLE RISK. THE SERVICES, SOFTWARE AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, YOUFIT AND ITS OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

YOUFIT AND ITS OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICES, YOUFIT NETWORK OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THIRD PARTIES LINKED THROUGH YOUFIT OR CONTENT WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES, INCLUDING THIRD PARTY WEBSITES OR LINKS WILL MEET YOUR EXPECTATIONS; (v) ANY ERRORS IN THE SERVICES WILL BE CORRECTED; AND THAT THE SERVICES ARE PERMITTED IN YOUR JURISDICTION. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE YOUFIT SERVICES, INCLUDING YOUFIT'S THIRD PARTY VENDORS OR ADVERTISERS IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF

ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM YOUFIT OR THROUGH OR FROM THE YOUFIT SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

20. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUFIT AND ITS OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WILL NOT BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE, THE COST OF SUBSTITUTE SERVICES OR OTHER INTANGIBLE LOSSES (EVEN IF YOUFIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO ACCESS OR USE THE YOUFIT SERVICES OR CONTENT; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE YOUFIT SERVICES; OR (e) ANY OTHER MATTER RELATING TO THE SERVICES.

IN NO EVENT WILL YOUFIT'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT EXCEED THE AMOUNTS YOU HAVE PAID TO YOUFIT FOR USE OF THE SERVICES IN THE PREVIOUS 12 MONTHS OR ONE HUNDRED DOLLARS (\$100) IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO YOUFIT, AS APPLICABLE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOUFIT AND YOU.

21. Exceptions to Disclaimers and Limitations

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 19 AND 20 MAY NOT APPLY TO YOU. TO THE EXTENT ONE OR ANY ASPECT OF THE LIMITATIONS IN SECTIONS 19 AND 20 ABOVE DO NOT APPLY, ALL OTHER ASPECTS SURVIVE. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES ARE PART OF THE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND YOUFIT.

22. No Third-Party Beneficiaries

You agree that, except as otherwise expressly provided in these Terms, there will be no third-party beneficiaries to this agreement.

23. Governing Law; Statute of Limitations

These Terms and any action related thereto will be governed by the laws of the State of Florida without regard to its conflict of laws provisions. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the YouFit Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

24. Dispute Resolution; Agreement to Arbitrate

You and YouFit each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the YouFit Services or Content (collectively, "Disputes") will be settled by binding, individual arbitration and not in a class, representative or consolidated action or proceeding, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights (the action described in the foregoing clause (ii), an "IP Protection Action"). The exclusive jurisdiction and venue of any IP Protection Action will be the state and federal courts located in the Palm Beach County Florida and each of the parties hereto waives any objection to jurisdiction and venue in such courts. You acknowledge and agree that you and YouFit are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and YouFit otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms. If this specific provision is found to be unenforceable in a court of competent jurisdiction, the claim will still be finally and exclusively resolved by binding arbitration upon the election of either party, and any election to arbitrate by one party shall be final and binding on the other(s). In addition: (1) no arbitration shall be joined with any other arbitration, and (2) there is no right for any Claim to be arbitrated on a class-action basis or to employ class action procedures, and (3) there is no right of authority for any dispute to be brought in a purported representative capacity on behalf either of the general public or any other individuals.

Arbitration Rules

The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this “Dispute Resolution” section. (The AAA Rules are available at www.adr.org or by calling the AAA.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

Arbitration Location and Procedure

Unless you and YouFit otherwise agree, the arbitration will be conducted in Broward County, Florida. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that you and YouFit submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator’s Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator’s award of damages must be consistent with the Terms of the “Limitation of Liability” section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant’s individual claim. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses, to the extent provided under applicable law. YouFit will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys’ fees and expenses if it prevails in arbitration.

Fees

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, YouFit will pay your initial filing fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

Changes

Notwithstanding the provisions of the “Changes to Terms or Services” section above, if you desire to opt out of arbitration and litigate any disputes under these Terms, you must give YouFit notice within 30 days of the first date you agree to these terms by contacting the Legal Operations department of YouFit at 4032 W. Hillsboro Blvd., Deerfield Beach, FL 33442 by

certified mail, return receipt requested. If YouFit changes this “Dispute Resolution” section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice by certified mail, return receipt requested, addressed to the Legal Operations Department of YouFit within 30 days of the date such change became effective, as indicated in the “Last Updated” date above or in the date of YouFit’s email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and YouFit in accordance with the provisions of this “Dispute Resolution” section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

25. Notice

YouFit may provide you with notices under these Terms, including those regarding changes to these Terms, including by but not limited to postings on the YouFit Services or at the club locations, email, SMS, MMS, text message, regular mail or other reasonable means now known or hereafter developed. Such notices may not be received if you violate these Terms by accessing the YouFit Services in an unauthorized manner. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

26. Payment Authorizations.

If you make a purchase using the Services and authorize YouFit to charge to your bank account or credit card for the purchase, you understand that you are responsible for paying in full for the Services. All payments must be made in U.S. dollars and late fees or penalties for nonpayment will be set forth in the purchase terms you agree to at the time of purchase. In addition, you agree to pay all fees and costs, including but not limited to collection agency fees and reasonable attorneys’ and professionals’ fees, associated with any legal or collection action that YouFit institutes in order to recover unpaid fees under this Agreement. Any recurring payment authorization is valid and to remain in effect unless you notify YouFit of its cancellation by sending 30 day written notice according to the terms of the recurring purchase. For all service purchases such as personal training special promotions purchased on the Site or App and not governed by a Membership Agreement, due to the nature of these services, **ALL SALES ARE FINAL AND NO REFUNDS WILL BE PROVIDED.**

27. Entire Agreement.

These Terms constitutes the entire agreement between you and YouFit to govern your use of the YouFit Services, superseding and replace any and all prior oral or written understandings or agreements between you and YouFit with respect to the Services and Content. You also may be subject to additional terms and conditions that may apply when you become a member, use or purchase certain other YouFit services, affiliate services, third-party content or third-party software, or communicate with third parties such as advertisers.

28. Waiver and Severability of Terms.

The failure of YouFit to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of YouFit. If any provision of these Terms is found by a court of competent jurisdiction or an arbitrator to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

29. No Assignment, Right of Survivorship; Non-transferability.

These Terms cannot be assigned by you or by operation of law without YouFit's prior written consent. YouFit may freely assign or transfer these Terms without restriction. These Terms bind and inure to the benefit of the parties, their successors and permitted assigns. You agree that your Account is non-transferable and any rights to your Account or contents within your Account terminate upon your death. Upon receipt of a copy of a death certificate, YouFit will terminate your Account and its contents.

The section titles in these Terms are for convenience only and have no legal or contractual effect.

30. Violations

Please report any violations of these Terms to YouFit at info@YouFit.com.

29. Contact Information

If you have any questions about these Terms or the YouFit Services, please contact YouFit at:
4032 W. Hillsboro Blvd., Deerfield Beach, FL 33442
888.968.3481

Terms and Conditions / Privacy Policy for Mobile Users

Mobile User Opt-in

You may opt-in to a specific program on YouFit Fitness Alerts by texting JOIN to 42401 or creating an account at one of the YouFit Apps. By signing up you agree to receive marketing text messages, which may be sent through automatically to the mobile number provided. Consent is not required to purchase goods or services.

Mobile User Opt-out

You may discontinue service, by replying "STOP" to any message you receive or by texting "STOP" to the short code from your mobile device. You will not receive any additional

messages. You may also opt-out by replying "QUIT", "END", "CANCEL", or "STOP ALL" to any text message you receive or by texting "QUIT", "END", "CANCEL", or "STOP ALL" to the short code.

Mobile User Fees

This is a standard rated, non-premium service. YouFit does not charge users fees to send or receive text messages. Msg & Data rates may apply.

Mobile Help

To get help, reply "HELP" to any message you receive or text "HELP" to the short code. You may also call 888.968.3481 or email info@YouFit.com.

Mobile User Privacy

We will not share or use your mobile number for any other purpose, except as provided in your Membership Agreement, the Terms or the Privacy Policy.

U.S. Mobile Carriers Supported

AT&T, Sprint, T-Mobile, Verizon Wireless, Metro PCS, Nextel, Virgin Mobile, US Cellular Corp., ACS Wireless, All West Wireless, Bluegrass, Boost USA, Cambridge Telecom, Cellcom, Cellular South, Centennial, Cincinnati Bell, Cricket Wireless, Dobson, Cellular One of East Central Illinois, Appalachian Wireless, Farmer's Mutual Telephone Company, General Communications, Golden State Cellular, PC Management, Inland Cellular, Illinois Valley Cellular, Nex-Tech Wireless, Nucla-Naturita, nTelos, Revol, Silver Star PCS (Gold Star), Snake River PCS, South Central, Syringa, Thumb Cellular, UBET Wireless, Unicef, United Wireless, and West Central Wireless. T-Mobile is not liable for delayed or undelivered messages.

Mobile Warranty

YouFit will not be liable for any delays in the receipt of any SMS messages connected with our system. Delivery of SMS messages is subject to effective transmission from your wireless service provider/network operator.

Mobile Privacy Policy

YouFit respects your privacy. We will only use information you provide to transmit your text message and in accordance with the YouFit Privacy Policy. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide information in connection with the Service, you agree to provide accurate, complete, and true information. You agree not to use a false or misleading name or a name that you are not authorized to use. If we, in our sole discretion, believe that any such information is untrue, inaccurate, or incomplete, we may refuse you access to the

Service and pursue any appropriate legal remedies. We maintain and process your messages to provide the Service to you and to improve the Service. Our computers may process the information in your messages for various purposes, including formatting and displaying the information to you, preventing unsolicited bulk messages (spam), backing up messages, and other purposes relating to offering you the Service