

GYMGO, LLC
END-USER LICENSE AND TERMS OF SERVICE

PLEASE READ THE FOLLOWING END-USER LICENSE AGREEMENT AND TERMS OF SERVICE (“AGREEMENT”) CAREFULLY.

THIS AGREEMENT, TOGETHER WITH OUR PRIVACY POLICY WHICH CAN BE FOUND AT WWW.GYMGO.COM (THE “PRIVACY POLICY”) IS A LEGAL AGREEMENT BETWEEN YOU AND GYMGO, LLC (“GYMGO,” “WE” OR “US”). BY DOWNLOADING, ACCESSING, INSTALLING OR USING GYMGO’S MOBILE APPLICATION (THE “APP”) OR WEBSITE (THE “SITE”), OR BY USING OR RECEIVING ANY SERVICES SUPPLIED TO YOU BY GYMGO (COLLECTIVELY WITH THE APP AND THE SITE, THE “SERVICES”), YOU REPRESENT TO US THAT YOU ARE LEGALLY COMPETENT TO ENTER INTO AND AGREE TO THE TERMS OF THIS AGREEMENT, AND YOU AGREE TO THE ARBITRATION AGREEMENT (UNLESS YOU FOLLOW THE OPT-OUT PROCEDURE) AND CLASS ACTION WAIVER DESCRIBED IN SECTION 19 OF THIS AGREEMENT TO RESOLVE ANY DISPUTES WITH GYMGO. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE DO NOT ACCESS, INSTALL OR USE THE SERVICES.

If you do not agree to be bound by this Agreement, then you may not use the Services. GymGO reserves the right to modify this Agreement at any time without prior notice. You agree that each visit you make to the Site or the App will be subject to the then-current Agreement, and continued use of the Services now or following modifications in this Agreement confirms that you have read, accepted, and agreed to be bound by such modifications. The term “you” or “user” shall refer to any person or entity who uses, downloads, accesses, browses the App or the Site or uses or receives any Services.

1. **Registration.** When you register for an account on GymGO, you become a User of GymGO. At the time of registration you may choose to become a user either as a Client or as a Trainer, as defined below.
 - a. **Clients.** Users using the Service to receive training, instruction, and guidance provided by GymGO’s registered Trainers, as described below, are “Clients”. Registering as a Client is free of charge. Once registered, Clients can use the Service to schedule instructional and training events and lessons (each a “Training Session”). Clients will be presented with the cost of each Training Session during the scheduling process. Payments for each Training Session will be processed at the time of scheduling the Training Session or shortly thereafter.
 - b. **Trainers.** Users using the service to offer training, instruction, or guidance to Clients are “Trainers.”
 - i. **Registration.** Upon registration, a Trainer is required to provide certain information about his or her certification, education and qualifications as a fitness instructor. By providing this information, the user understands that a background check may be conducted by GymGO, contractors or authorized third-parties at any time that the user remains a registered Trainer and the user authorizes such a background check to be conducted. GymGO reserves the right to reject your

Trainer registration for any reason.

- ii. **Fee.** Trainer Registration may require you to pay a monthly fee to use the Service (the “Membership Fee”). Any additional terms related to the Membership Fee may be presented to you during the registration process and are deemed part of this Agreement.
 - iii. **Revenue Share.** GymGO shall pay to each Trainer the Revenue Share. As used herein, the “Revenue Share” shall mean an amount equal to the percentage of revenue actually received (in US dollars) for each Training Session transaction executed on the Service, less certain costs deducted in accordance with GymGO's then-current practices or policies as may be changed from time to time without notice, including without limitation, transaction fees, charge backs, bad debt, taxes, commissions, referral fees and technology fees related to the Service. The percentage of revenue paid to a particular Trainer as the Revenue Share will be presented and agreed to by the Trainer during the registration process.
 - iv. **Insurance.** Trainers are required to have general liability and professional liability insurance at all times while using the Services, and upon request, Trainer will provide GymGO with a certificate of insurance in a form satisfactory to GymGO, naming GymGO as additional insured under Trainer’s insurance policies.
 - v. **Relationship between GymGO and Trainers.** THE TRAINERS ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF GYMGO. GYMGO IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF TRAINERS OR FROM ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. By entering into this Agreement and using the Services, Trainers agree to the Indemnification provisions in Section 11 of this Agreement.
2. **Use of Services by Clients.** THE SERVICES PROVIDE USERS WITH GUIDANCE AND INFORMATION ON HOW TO IMPROVE THEIR FITNESS AND HEALTH BUT GYMGO IS NOT A MEDICAL ORGANIZATION AND GYMGO AND ITS TRAINERS DO NOT OFFER MEDICAL ADVICE, AND YOU SHOULD NOT RELY ON THIS GUIDANCE AND INFORMATION AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. YOU SHOULD CONSULT A PHYSICIAN BEFORE BEGINNING A NEW FITNESS OR NUTRITIONAL PROGRAM. OUR RECOMMENDED WORKOUT PLANS AND EXERCISES, EVEN IF THEY ARE TAILORED TO INDIVIDUAL USERS, SHOULD NOT BE MISCONSTRUED AS MEDICAL ADVICE, DIAGNOSES OR TREATMENT. PLEASE CONSULT YOUR DOCTOR OR OTHER QUALIFIED HEALTH CARE PROVIDER IF YOU HAVE ANY QUESTIONS ABOUT A MEDICAL CONDITION, OR BEFORE COMMENCING OR DISCONTINUING ANY COURSE OF TREATMENT. THE USE OF ANY INFORMATION OR PROGRAMS PROVIDED ON THE SERVICES IS SOLELY AT YOUR OWN RISK. CALL 911 OR YOUR DOCTOR FOR ALL MEDICAL EMERGENCIES.

The Services are intended for use only by adult individuals healthy enough to perform strenuous exercise. In becoming a user of the Services, you affirm that you are at least 18 years old and that (A) a physician has specifically approved your use of the Services or (B) all of the following statements are true:

- no physician has ever informed you that you have a heart condition or that you should only do physical activities recommended by a physician;
- you have never felt chest pain when engaging in physical activity;
- you have not experienced chest pain when not engaged in physical activity at any time within the past month;
- you have never lost your balance because of dizziness and you have never lost consciousness;
- you do not have a bone or joint problem that could be made worse by a change in your physical activity;
- your physician is not currently prescribing drugs for your blood pressure or heart condition;
- you do not have a history of high blood pressure, and no one in your immediate family has a history of high blood pressure or heart problems;
- you do not have a condition of high-cholesterol, diabetes, obesity or arthritis; and
- you do not know of any other reason you should not exercise.

And if you are a woman, in using the Sites you further affirm that either (A) you are not pregnant, breastfeeding or lactating or (B) your physician has specifically approved your use of the Services.

You should discontinue exercise in cases where it causes pain or severe discomfort, and should consult a medical expert prior to returning to exercise in such cases. We reserve the right to deny you access to the Services for any reason or no reason, including if we determine, in our sole discretion, that you have certain medical conditions.

You should be aware that there are inherent physical and mental health risks to exercise, including risk of injury or illness. By accessing the Services, you acknowledge and agree that your performance of any and all exercises or activities recommended by the Services is wholly at your own risk. Neither GymGO nor any of its Trainers will be liable for any physical or mental injury or illness that may result, whether directly or indirectly, from any of our recommended workout plans or exercises. While we may provide guidelines such as written descriptions, pictures, or videos describing how to perform specific exercises or activities, you assume sole responsibility for performing those exercises or activities with proper form, as risk of injury or illness increases with improper form. We encourage you to seek multiple sources of information regarding how to perform each exercise correctly and to consider consulting with a qualified coach, instructor, personal trainer, or physical therapist, especially if you are new to any of the forms of training or activity you seek to perform.

You are advised that health, diet and fitness advice is often subject to change due to medical research

and developments. No assurance can be given that the Service will reflect the most recent findings or developments with respect to the particular material. You are encouraged to consult with your health care provider with any questions or concerns you may have regarding any health condition.

3. **Usage of the App.** Your use of the Services is subject to all applicable Laws. It is your responsibility to provide the mobile device, wireless service/data plan, software, internet connections and/or other equipment needed, in order to download, install and use the Services. You are solely responsible for any fee, cost or expense that you may incur, to download, install and/or use the Services via your computer, mobile device or smartphone. When you use the Services, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile platform provider. Your use of these third party services may be subject to the separate policies and terms of use of these third parties. WE DO NOT GUARANTEE THAT THE SERVICES CAN BE ACCESSED AND USED ON ANY PARTICULAR DEVICE OR WITH ANY PARTICULAR SERVICE PLAN. WE DO NOT GUARANTEE THAT THE SERVICES WILL BE AVAILABLE IN ANY PARTICULAR GEOGRAPHIC LOCATION. GymGO reserves the right to change, suspend, remove, or disable access to the Services at any time without notice. In no event will GymGO be liable for the removal of or disabling of access to the Services. GymGO may also impose limits on the use of or access to the App, the Site or to certain Services, in any case and without notice or liability.

As part of the Services and to update you regarding the status of deliveries, you may receive push notifications, local client notifications, text messages, picture messages, alerts, emails or other types of messages directly sent to you outside or inside the App (“Push Messages”). You acknowledge that, when you use the Services, your wireless service provider may charge you fees for data, text messaging and/or other wireless access, including in connection with Push Messages. You have control over the Push Messages settings, and can opt in or out of these Push Messages through the Services or through your mobile device’s operating system (with the possible exception of infrequent, important service announcements and administrative messages). Please check with your wireless service provider to determine what fees apply to your access to and use of the Services, including your receipt of Push Messages from GymGO.

4. **Licenses and User Content**

- a. **User Content.** The services connect users to share guidance, information, and advice on health and fitness. "Content" means any information, text, graphics, or other materials shared between users or uploaded, downloaded or appearing on the Services. All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Service. Any use of or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, timeliness, validity, copyright compliance, legality, decency, quality, reliability or any other aspect of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Service, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate. Under no circumstances will GymGO be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content made available via the Services.

You are responsible for your use of the Service, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and third party partners. You understand that your Content may be republished and if you do not have the right to submit Content for such use, it may subject you to liability. GymGO will not be responsible or liable for any use of your Content by GymGO in accordance with these Terms.

We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services and to terminate users or reclaim usernames. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of GymGO, its users and the public.

You are solely responsible for your interactions with other users. GymGO makes no representations or warranties as to the conduct of users and shall not be in any way liable for any conduct of any user. You agree to take reasonable precautions in all interactions with other users of the Services, particularly if users decide to meet offline or in person. You should not provide your financial information (for example, your credit card or bank account information) to other users.

- b. **License Grant.** Subject to the limitations contained in this Agreement, your compliance with this Agreement and your payment of any applicable fees, GymGO hereby grants to you, subject to the terms and conditions of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable, personal license to access and make personal and non-commercial use of the Services (including updates and upgrades that replace or supplement the Services in any respect and which are not distributed with a separate license, and any documentation) on a mobile device or computer that you own or control, subject to the limitations set forth below. This license does not include any resale or commercial use of any Service; any collection and use of any listings, descriptions, or prices; any derivative use of any Service or its contents; any downloading, copying, or other use of account information for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools. This Agreement does not permit you to install or use the App on a mobile device that you do not own or control and you may not distribute or make the App available over a network where it could be used by multiple devices at the same time. All rights not expressly granted to you in this Agreement are reserved and retained by GymGO or its suppliers, rightsholders, or partners. No part of the Services may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of GymGO. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of GymGO without express written consent. You may not use any meta tags or any other "hidden text" utilizing GymGO's name or trademarks without the express written consent of GymGO. You may not misuse the Services. You may use the Services only as

permitted by Law and this Agreement. The licenses granted by GymGO terminate if you do not comply with this Agreement.

- c. **License Limitations**. You agree to protect the Services, and their proprietary content, information and other materials, from any unauthorized access or use, and you agree that you will not use the Services or such proprietary content, information or other materials except as expressly permitted herein or expressly authorized in writing by GymGO. Except as specifically permitted herein or expressly authorized in writing by GymGO, you agree that you will not directly or indirectly: (a) distribute, sell, assign, encumber, transfer, rent, lease, loan, sublicense, modify, time-share or otherwise exploit the Services in any unauthorized manner, including but not limited to by trespass or burdening network capacity; (b) use the Services in any service bureau arrangement; (c) copy, reproduce, adapt, create derivative works of, translate, localize, port or otherwise modify the Services, any updates, or any part thereof in any form or manner or by any means; or (d) permit any third party to engage in any of the acts described in clauses (a) through (c). You understand and agree that you are not permitted to: (i) remove or alter any copyright or other proprietary rights' notice or restrictive rights legend contained or included in the Services; (ii) decompile, disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer the Services, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable Law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Services); (iii) use any means to discover the source code or to discover the trade secrets in the Services; or (iv) otherwise circumvent any functionality that controls access to or otherwise protects the Services. Any attempt to do any of the foregoing is a violation of the rights of GymGO. If you breach these restrictions, you may be subject to prosecution and damages.

5. **Terms of Service**. You agree that: (a) you will not use the Services if you are not fully able and legally competent to agree to the terms of this Agreement; (b) you will only use the Services for lawful purposes; you will not use the Services for sending or storing any unlawful material or for fraudulent purposes or to engage in any illegal, offensive, indecent or objectionable conduct; (c) you will not use the Services to advertise, solicit or transmit commercial advertisements, including "spam"; (d) you will not use the Services to cause nuisance, annoyance or inconvenience; (e) you will not impair the proper operation of the network, (f) you will not try to harm the Services in any way whatsoever; (g) you will not copy, or distribute the Services or other content without written permission from GymGO; (h) you will only use the Services for your own use and will not resell it to a third party; (i) you will keep secure and confidential your account password or any identification we provide you which allows access to the Services; and (j) you will only use an access point or 3G/4G data account which you are authorized to use. GymGO shall not be liable for any loss or damage arising from your failure to comply with the terms set forth in this Agreement or to comply with applicable Law. GymGO explicitly reserves the right to refuse access to the Services at any time without notice for your failure to abide by the terms as set forth in this Agreement or to comply with applicable Laws.

6. **Billing, Taxes, Pricing, and Cancellation**.

- a. **Billing**. Any fees which GymGO may charge you for the Services are due immediately. When you initiate a transaction with us, GymGO's third party payment processor will

authorize your credit or debit card for the full amount of your purchase. The terms of your payment will be based on your chosen payment provider and may be determined by agreements between you and the financial institution, credit card issuer or other provider. YOU MUST PROMPTLY NOTIFY GYMGO IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USERNAME OR PASSWORD. We may decline an order for any reason. If your order is declined by us, you will receive a full refund. A full refund may be issued by GymGO for any reason. GymGO, at its sole discretion, may make promotional offers with different features and different rates to any customer. These promotional offers, unless made to you, shall have no bearing whatsoever on your offer or contract. We may change the fees for the Services in our sole discretion. Any fees that are not used by you within six months of purchase will be forfeiting back to gymGO, except for fees related to Subscriptions as noted below.

If you sign up for a paid subscription to use our Service (“Subscription”), we will charge your credit card for your first fee on the date that we process the order for your Subscription.

IMPORTANT NOTICE: Unless you cancel prior to the expiration of your current Subscription, we will automatically renew your Subscription on each monthly anniversary of the date that we charged your credit card for the first Subscription fee. If you sign up for a Subscription that includes a free-trial period, unless you have cancelled your membership prior to the expiration of the free-trial period, as authorized by you during the memberships sign-up process, we will automatically charge you for the first monthly membership fee upon the expiration of the free-trial period and each subsequent membership fee on the anniversary of the date of the first billing. We will charge your credit card with the applicable renewal Subscription fee and any Taxes (as defined below) that may be imposed on such fee payments. Subscriptions must be canceled prior to the applicable renewal date. You may cancel your Subscription by contacting gymGO customer support (support@gymgo.com); provided that any Subscription fees charged prior to the effective date of cancellation will not be refunded, in whole or in part. Any unused Subscription fees for classes cannot be rolled over to a subsequent period.

- b. **Recurring Billing for Trainers.** The Membership Fee for Trainers, as described in Section 1 above, consists of recurring monthly charges as agreed to by you. By entering into this Agreement as a Trainer, you acknowledge that your Membership Fee has a recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. GYMGO MAY SUBMIT PERIODIC CHARGES (E.G., MONTHLY) WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (CONFIRMED IN WRITING UPON REQUEST BY GYMGO) THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE GYMGO REASONABLY COULD ACT.
- c. **Taxes.** You are solely responsible for any and all duties, taxes, levies or fees (including any sales, use or withholding taxes) imposed on or in connection with this Agreement by any authority.

- d. **Pricing.** GymGO attempts to make all prices published on the Site or the App accurate. In the event that we have provided an inaccurate price or incorrect information due to error either by us or by a Trainer, we reserve the right to refuse or cancel purchases made through the system. When a purchase is cancelled due to pricing error, we will provide a refund of the purchase price. Price quotations listed on the Site or the App are subject to change without notice prior to purchase. Prices listed on the site are per person, unless otherwise noted.
 - a. **Cancellation.** Clients and Trainers may cancel Training Sessions between the time the Client schedules a Training Session and 24 hours prior to the scheduled commencement of the Training Session (the “Cancellation Period”). If a Client or Trainer cancels a Training Session during the Cancellation Period, the Client will receive a full refund for the cost of the Training Session, and the Trainer will not receive the Revenue Share for the Training Session. If the Client cancels a Training Session outside of the Cancellation Period, the Client will not receive a refund. The Trainer will receive the Revenue Share for the Training Session. If the Trainer cancels a Training Session outside of the Cancellation Period, in the unlikely event fails to show up for the training session or fails to complete the full Training Session, the Client will receive a refund. The Trainer will not receive the Revenue Share for the Training Session.
 - b. **Requesting a Refund.** gymGO is committed to providing the best possible client experience and wants to ensure you are completely satisfied with the quality and professionalism of each session that you attend. If you feel as though you have been charged in error, or need to request a refund, please contact us via email at billing@gymgo.com within 24 hours of the session start time. Your request should include YOUR NAME, YOUR TRAINER’S NAME, SESSION START TIME, and a detailed explanation of your refund request. gymGO will attempt to respond to each request within 48 hours of receipt on weekdays, and up to 72 hours within receipt of the request on weekends. We understand that you might cancel your account, but please know that we will not provide any refund(s) and you will be responsible for paying any balance due on the account. To make things less complicated, you agree that we may charge any unpaid fees to your provided payment method and/or send you a bill for such unpaid fees.
7. **Reservation of Rights.** All rights not expressly granted to you in this Agreement are reserved and retained by GymGO or its suppliers, rightsholders, or partners. No part of the Services may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of GymGO.
8. **Account and Password.** If you use the Services, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer or mobile device, and you agree to accept responsibility for all activities that occur under your account or password. GymGO reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.
9. **No Third Party Beneficiary.** By accessing the Services, you certify that such access is for your own benefit and information, and that the Services are solely for your own personal use and not for any

other Person. "Person" shall include all natural persons, corporations, legal entity, and any of their/its directors, officers, agents, servants, employees, affiliates, subsidiaries, or partners.

10. Third Party Materials. The Services may display, include or make available content, data, information, applications or materials from third parties including Products ("Third Party Materials") or provide links to certain third party web sites. By using the Services, you acknowledge and agree that GymGO is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. GymGO does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third Party Materials or web sites, or for any other materials, products, or services of third parties.

11. Indemnification. By entering into this Agreement and using the Services, you agree that you will indemnify, defend and hold harmless GymGO, and its partners, owners, parent organizations, subsidiaries, and affiliates, and their respective directors, officers, stockholders, agents, servants, employees and attorneys (collectively, "Indemnified Parties"), from and against any and all claims, demands, causes of action, proceedings, losses, damages, fines, penalties, liabilities, judgments, orders, costs and expenses (including reasonable attorneys' fees and legal costs) sustained or incurred by or asserted against the Indemnified Parties by reason of, arising from, or in any way attributable to: (a) your violation or breach of any term of this Agreement or any applicable Law or regulation; (b) your violation of any rights of any third party; (c) your use or misuse of the Services; or (d) any negligence or wrongful act or omission of or by you or anyone acting on your behalf.

12. DISCLAIMER OF WARRANTIES AND LIMITATION ON LIABILITY. GymGO and its partners, owners, subsidiaries, and affiliates, and their respective directors, officers, agents, servants, and employees (the "GymGO Entities) shall not be held liable for your use of the Services or any injury alleged to have been caused by such use. GymGO reserves the right to deny the sale of any Services, which it determines may or shall violate applicable Laws. The exercise of this right does not alleviate, amend, eliminate, or abridge your obligation to adhere to applicable Laws, nor does it impose an affirmative responsibility on GymGO to verify your adherence to applicable Laws.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES ARE AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES (INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY MATERIALS, THIRD PARTY SOFTWARE OR SERVICES) IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND GYMGO HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES (INCLUDING THE USE, PERFORMANCE AND SUPPORT THEREOF), EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTERFERENCE WITH ENJOYMENT, COMPLETENESS, INTEGRATION, FREEDOM FROM DEFECTS OR DISABLING DEVICES, UNINTERRUPTED USE AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING OR USAGE OF TRADE. GYMGO DOES NOT WARRANT THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS, (B)

OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR VIRUS- OR ERROR-FREE, (C) THAT THE SERVICES WILL OPERATE OR BE COMPATIBLE WITH ANY OTHER APPLICATION OR ANY PARTICULAR SYSTEM OR DEVICE, (D) DEFECTS IN THE SERVICES WILL BE CORRECTED OR (E) THAT THE APP WILL BE AVAILABLE FOR REINSTALLS ON THE SAME OR MULTIPLE DEVICES. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY GYMGO OR ITS AUTHORIZED AGENT OR REPRESENTATIVE SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL ANY GYMGO ENTITY BE LIABLE (I) FOR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THIS AGREEMENT OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF A GYMGO ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (II) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE DELIVERY, USE OR PERFORMANCE OF THE SERVICES, INCLUDING ANY LOSS OF PROPERTY OR REVENUES OR ANY CLAIM, DEMAND OR DAMAGES ARISING FROM ANY TRANSACTION THROUGH THE SERVICES INITIATED OR COMPLETED BETWEEN YOU AND GYMGO. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

If, for any reason, a court finds GymGO liable for damages notwithstanding the foregoing, in no event shall the GymGO Entities' total liability for all damages arising out of or in connection with the Services or this Agreement exceed the amount paid by you to GymGO for your use or receipt of the Services. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

You agree that the above limitations of liability together with the other provisions in this Agreement that limit liability are essential terms of this Agreement and that GymGO would not be willing to perform the Services or grant you the rights set forth in this Agreement but for your agreement to the above limitations of liability; you are agreeing to these limitations of liability to induce GymGO to grant you the rights set forth in this Agreement.

- 13. RESULTS NOT GUARANTEED.** GYMGO DOES NOT GUARANTEE ANY RESULTS FROM USE OF THE SERVICE AND DOES NOT ENDORSE ANY FITNESS OR NUTRITION PROGRAM OFFERED THROUGH THE SERVICE. ANY STATEMENTS, GUARANTEES, OR OTHER INFORMATION THAT MAY BE PROVIDED TO YOU BY TRAINERS OR OTHER USERS OF THE SERVICE ARE SOLELY ATTRIBUTABLE TO THE TRAINER OR USER. GYMGO IS NOT LIABLE FOR ANY STATEMENTS OR GUARANTEES MADE BY TRAINERS OR OTHER USERS.

14. Ownership. The Services and their content, including their “look and feel” (e.g., text, graphics, images, logos), proprietary content, information and other materials, are protected under intellectual property, copyright, trademark and other Laws. You acknowledge and agree that GymGO and/or its licensors own all right, title and interest in and to the Services (including without limitation any and all patent, copyright, trade secret, trademark, show-how, know-how and any and all other intellectual property rights therein or related thereto) and you agree not to take any action(s) inconsistent with such ownership interests. You do not acquire any rights or licenses under any of GymGO’s (or its licensors’) patents, patent applications, copyrights, trade secrets, trademarks or other intellectual property rights on account of this Agreement.

Any and all (a) suggestions for correction, change and modification to the Services and other feedback (including but not limited to quotations of written or oral feedback), information and reports provided to GymGO by you (collectively “Feedback”), and all (b) improvements, updates, modifications or enhancements, whether made, created or developed by GymGO or otherwise relating to the Services (collectively, “Revisions”), are and will remain the property of GymGO. You acknowledge and expressly agree that any contribution of Feedback or Revisions does not and will not give or grant you any right, title or interest in the Services or in any such Feedback or Revisions. All Feedback and Revisions become the sole and exclusive property of GymGO and GymGO may use and disclose Feedback and/or Revisions in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to GymGO any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback and Revisions. At GymGO’s request, you will execute any document, registration or filing required to give effect to the foregoing assignment.

15. Modifications. We may modify this Agreement at any time. Modifications become effective immediately upon your first access to or use of the Services after the “Last Revised” date at the end of this Agreement. Your continued access or use of the Services after the modifications have become effective will be deemed your conclusive acceptance of the modified Agreement. If you do not agree with the modifications, then please uninstall and do not access or use the Services.

16. Termination. This Agreement is effective until the earlier of the date that you uninstall the App, you fail to comply with any term of this Agreement or GymGO terminates this Agreement. GymGO may suspend or terminate your account(s) or cease providing you with all or part of the Services at any time for any reason, with or without notice to you, including, but not limited to, if we reasonably believe: (a) you have violated this Agreement, (b) you have certain medical conditions, (c) you create risk or possible legal exposure for us, or (d) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you of such cessation or termination by the email address associated with your account(s) or the next time you attempt to access your account(s) or the Services. Upon termination, you will cease all use of the Services and will destroy all copies (full or partial) of the App in your possession or control. Termination will not limit any of GymGO’s other rights or remedies at Law or in equity. This Section 16 along with Sections 6, 11, 12, 13, 14, 15, 18, 19, 20 and 21 shall survive termination or expiration of this Agreement for any reason.

17. Export Laws. You agree that you will not export or re-export, directly or indirectly the Services and/or other information or materials provided by GymGO hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval.

18. Injunctive Relief. You agree that a breach of this Agreement will cause irreparable injury to GymGO for which monetary damages would not be an adequate remedy and GymGO shall be entitled to seek equitable relief in addition to any remedies it may have hereunder or at Law without a bond, other security or proof of damages.

19. Dispute Resolution = ARBITRATION, NO CLASS ACTIONS. ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THIS AGREEMENT OR THE SERVICES WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration Law apply to this Agreement.

If you do not want to arbitrate disputes with GymGO and you are an individual, you may opt out of this arbitration agreement by sending an email to legal@gymgo.com within 30 days of the earlier of the day you first access or use the App and the day you first receive any of the Services.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING INJUNCTIVE AND DECLARATORY RELIEF OR STATUTORY DAMAGES), AND MUST FOLLOW THE TERMS OF THIS AGREEMENT AS A COURT WOULD.

If you intend to seek arbitration, you must first send written notice to GymGO's Customer Service Center of your intent to arbitrate ("Notice"). The Notice to GymGO should be sent by any of the following means: (i) electronic mail to legal@gymgo.com; or (ii) sending the Notice by U.S. Postal Service certified mail to our registered agent A. Scott Preston, 640 Oak Farm Court, Lutherville, Maryland 21093. The Notice must (x) describe the nature and basis of the claim or dispute; and (y) set forth the specific relief sought. If we do not reach an agreement to resolve the claim within 30 days after the notice is received, you or GymGO may commence an arbitration proceeding. The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules as modified by this Agreement, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. The number of arbitrators shall be one. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this Agreement. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse all AAA filing, administration and arbitrator fees paid by you for claims totaling less than \$10,000, unless the arbitrator determines that either the substance of your claim or the relief sought is improper or not warranted, as measured by the standards set forth in Federal Rule of Civil Procedure 11(b), in which case the payment of all such fees shall be governed by the AAA Rules. In such case, you agree to reimburse GymGO for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. GymGO will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claim or the relief sought is improper or not warranted. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. The arbitration will be conducted in the English language. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this arbitration agreement, including any claim that all or any part of this arbitration agreement is void or voidable. However, the preceding

sentence shall not apply to the paragraph below.

WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that if this specific proviso is found to be unenforceable, then the entirety of this arbitration clause shall be null and void. If for any reason a claim proceeds in court rather than in arbitration we EACH WAIVE ANY RIGHT TO A JURY TRIAL. We also both agree that you or we may bring suit in court for injunctive relief, including to enjoin infringement or other misuse of intellectual property rights.

- 20. Applicable Law, Venue, and Jurisdiction.** By using any Service, you agree that the Federal Arbitration Act, applicable federal Law, and the Laws of the State of Maryland, without regard to principles of conflict of Laws, will govern this Agreement and any dispute of any sort that might arise between you and GymGO.
- 21. Miscellaneous.** This Agreement may not be modified by you except by a writing executed by the duly-authorized representatives of GymGO. This Agreement will inure to the benefit of and will be binding upon each party's successors and assigns. GymGO's failure to enforce any right or provision of this Agreement shall not be deemed a waiver of such right or provision. This Agreement and the licenses granted hereunder may be assigned by GymGO but may not be assigned by you without the prior express written consent of GymGO. If any provision hereof is or becomes, at any time or for any reason, unenforceable or invalid, no other provision hereof will be affected thereby and the remaining provisions will continue with the same effect as if such unenforceable or invalid provisions will not have been inserted herein; provided that the ability of either party to obtain substantially the bargained-for performance of the other will not have thereby been impaired. It is expressly understood that in the event either party on any occasion fails to perform any term hereof and the other party does not enforce that term, the failure to enforce on any occasion will not constitute a waiver of any term and will not prevent enforcement on any other occasion. Nothing contained in this Agreement will be deemed to constitute either party as the agent or representative of the other party or both parties as joint venturers or partners for any purpose. In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the party invoking this provision, the affected party's performance will be extended for the period of delay or inability to perform due to such occurrence. The headings and captions contained herein will not be considered to be part of this Agreement but are for convenience only. You and GymGO agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or construction of this Agreement. Your use of the Services may also be subject to other local, state, national, or international Laws. You may contact us regarding the Services or this Agreement at: GymGO LLC, 10015 Old Columbia Road, Suite B, Columbia, MD 21046, 443-542-5880, or by email to legal@gymgo.com. This Agreement sets forth the entire understanding of the parties with respect to the matters contained herein and there are no promises, covenants or undertakings other than those expressly set forth herein.