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THESE TERMS CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT REQUIRE YOU TO ARBITRATE ALL DISPUTES YOU HAVE WITH FITTODAY ON AN INDIVIDUAL BASIS. PLEASE SEE SECTION 18 FOR MORE INFORMATION ABOUT THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. YOU EXPRESSLY AGREE THAT DISPUTES BETWEEN YOU AND FITTODAY WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU HEREBY WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS WIDE ARBITRATION. FURTHER, THE PARTIES TO THIS AGREEMENT EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY.

1. Terms of Use.

a) Acceptance of Terms. By accessing and/or using the Site and/or Access, or clicking any button to indicate your consent, you accept and agree to be legally bound by these Terms, just as if you had agreed to these Terms in writing. If you do not agree to these Terms, do not use the Site or any Access.

b) Amendment of Terms. FitToday, at its sole and complete discretion, reserves the right to amend the Terms from time to time. Unless we provide a delayed effective date, any and all amendments will be effective upon posting of such updated Terms. Your continued access to or use of the Site or Access after such posting constitutes your consent to be bound by the updated Terms. .

c) Additional Terms. In addition to these Terms, certain plans, offers, products, services, elements or features may also be subject to additional terms, conditions guidelines or rules which may be posted, communicated or modified by us or applicable third parties at any time. Your use of any such plan, offer, product, service, element or feature is subject to those additional terms and conditions, which are hereby incorporated by reference into the Terms, provided that in the event of any conflict between such additional terms and the Terms, the Terms shall control. Furthermore, the FitToday Privacy Policy is incorporated by reference herein. .

2. FitToday Platform

a) FitToday Platform. The FitToday platform enables consumers to purchase, access, and attend a wide range of fitness, recreational and wellness Access offered and operated by fitness studios, gyms, trainers, venues or other third parties (collectively, "Venues"). FitToday itself is not a gymnasium, place of amusement or recreation, health club, facility, fitness studio or similar establishment. Further, FitToday does not own, operate or control any of the Access that are offered at or through such facilities.

b) Membership Options. The sole method of participation in Access is through FitToday, non-subscription purchases. These Access options consist of different Access, services and features and may be subject to additional and differing conditions, prices, policies and limitations. We reserve the right to modify, terminate or otherwise amend our offered options and plans at any time in our sole and absolute discretion. From time to time, at our sole and absolute discretion, we may permit non-subscribers to access certain Access, content or features for a cost or at no cost. FitToday makes no commitment on

the quantity, availability, type or frequency at which such Access, content and features will be available to non-subscribers and may modify, discontinue, remove or suspend access at any time and for any reason in our sole discretion.

c) Subscription Plan. To access the full suite of features on the Site and Access, you are required to sign up for a subscription. Your subscription shall commence on the date that you sign up for a subscription and submit payment via a valid Payment Method (defined below) or reactivate a pre-existing subscription. Unless specified otherwise during sign-up or through a subsequent communication, a (such as a multi-month commitment plan), each billing cycle is one year in length (a "Subscription Cycle"). **Your FitToday subscription automatically renews annually, and we will automatically bill the annually subscription fee to your Payment Method each year, until your subscription is cancelled or terminated.** For example, if you purchase your FitToday subscription on April 5, your subscription will automatically renew on April 5 of the following year (as further explained in "Subscription Cycles," below). You must provide us with a current, valid, accepted method of payment ("Payment Method"). We reserve the right to update the accepted methods from time to times.

d) FitToday does not guarantee the availability of particular Venues, locations, Access, services, experiences, content, inventory, spots or other features, and availability may change over time and at any time (including during the course of any given Subscription Cycle). The type, quantity, allocation and availability of Venues, Access, and other inventory offered, are determined by FitToday in its sole and absolute discretion. FitToday takes certain steps to release, promote and otherwise make available spots and inventory at varying times and in an ongoing and evolving way.

e) Non-Subscription Purchases. FitToday may permit you to purchase certain products or Access through the Site, in addition to your subscription or without having a subscription. You acknowledge and agree that these Terms govern any such purchase you make, and you will be responsible to pay the applicable fees, which are subject to change at any time.

f) FitToday Account. Your FitToday account is personal to you and you agree not to create more than one account. You cannot transfer or gift Access to third parties or allow third parties to use your FitToday account, including other FitToday users. You must not use or exploit the Site and/or Access for commercial purposes. We continually update and test various aspects of the FitToday platform. We reserve the right to, and by using the Site and/or Access you agree that we may, include you in or exclude you from these tests without notice. You understand and agree that FitToday may take actions we deem reasonably necessary to prevent fraud and abuse.

You agree that the information you provide to FitToday at sign up and at all other times will be true, accurate, current, and complete and that you will keep this information accurate and up-to-date at all times. During the sign-up process, you will be asked to create a password. You are solely responsible for all activity that occurs under your account, including any activity by unauthorized users. To use the Site you must have access to the Internet and may be required to download a FitToday mobile application to use some or all of FitToday features. You are solely responsible for providing your own access (e.g., computer, mobile device, Internet connection, etc.) to the Site and Access.

g) Eligibility. The availability of all or part of our Site and/or Access may be limited based on geographic, age, or other criteria as we may establish from time to time. You understand and agree we may disallow you from subscribing to FitToday or may terminate your subscription at any time based on these criteria. For example, you must be 18 years of age or older to use the Site and/or Access and/or purchase a FitToday subscription. You further understand that the Site and/or Access may not be available in every geography.

FITTODAY CURRENTLY OPERATES IN THE FOLLOWING COUNTRIES: UNITED STATES, UNITED KINGDOM, AND THE NETHERLANDS. PLEASE ENSURE THAT YOU ARE VIEWING THE TERMS OF USE FOR THE COUNTRY IN WHICH YOU ARE LOCATED: USA, GBR, NL.

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

h) Communications: By providing your information or creating an account, you consent to FitToday contacting you via email, direct mail, telephone or text messages at any of the addresses or phone numbers, as applicable, provided by you or on your behalf in connection with a FitToday account, including for marketing purposes. You shall retain the option to opt-out of marketing emails by utilizing the provided unsubscribe link or otherwise opting-out by contacting us at any time.

i) Subscribing Organizations. If you have express permission from FitToday to open or use an account on behalf of a company, entity, or organization (a "Subscribing Organization"), then you represent and warrant that you are an authorized representative of such organization with the authority to bind such organization to these Terms; By accessing or using the account on behalf of the Subscribing Organization, you agree to be bound by these Terms on its behalf.

3. Fees, Billing, Cancellation

a) Recurring Billing. By initiating a FitToday subscription, you authorize us to charge you for your initial subscription period and a recurring annually subscription fee at the then current rate, which may change from time to time. You acknowledge that the annual billing amount may vary due to factors such as differing amounts due to promotional offers and/or changing or adding a plan, and you authorize us to charge your Payment Method for such varying amounts, which may be billed annually in one or more charges. You also authorize us to charge you any other fees you may incur in connection with your use of the Site, such as any applicable sign-up fee, taxes and cancellation or late fees, as further explained below. Note that even if you do not use the subscription or access the Site and/or Access, you shall remain responsible for subscription fees until you cancel your subscription, or it is otherwise terminated.

b) Subscription Cycle. When you sign up and purchase your FitToday subscription, your first Subscription Cycle will be billed immediately. Unless we expressly communicate otherwise, your subscription will automatically renew annually, and you will be billed on the same date each year. We reserve the right to change the timing of our billing (and if we do, we will make adjustments to the amounts we charge, as appropriate).

c) Refunds. Generally, our fees (including the annually fee for your membership and any other fees) are nonrefundable unless we specifically communicate otherwise at the time of purchase. However, we will provide a refund to subscribers for their current prepaid subscription period only in the following circumstances: (i) if you are canceling your subscription and request a refund within 5 days of the date of your first payment for your subscription or (ii) if your subscription is cancelled prior to the end of a period for which you have incurred a charge, due to your relocation, disability or death; provided, however, in each case we reserve the right to charge a fee to cover the cost of any Access or other services or products you may have used or received prior to your cancellation and to ask for proof of such changed condition, to the extent permitted by law.

d) Price Changes. We reserve the right to adjust pricing at any time. Unless we expressly communicate otherwise, any price changes to your subscription will take effect on your next billing cycle upon notice communicated through a posting on the FitToday website or mobile applicable or through other means deemed appropriate by us such as email. If you do not cancel your subscription, you will be deemed to have accepted these new fees.

e) Payment Methods. You may edit your Payment Method information by logging onto our website or mobile app and editing it in your account settings. If a payment is not successfully settled due to expiration, insufficient funds or otherwise, you shall nonetheless remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method or any other payment method you have provided, as it may be updated, including in the event you attempt to create a new account, reactivate the unsettled account or sign up for a new account. This may result in a change to your payment billing dates. If we cannot charge your account, we reserve the right, but are not obligated, to terminate your access to our Site or any portion thereof.

f) Cancellation of Subscription. Unless we communicate otherwise, you may terminate your subscription at any time before your subscription renews by going into your account settings on the FitToday website and letting us know you would like to cancel. Unless we communicate otherwise, following any cancellation, you will continue to have access to your subscription through the end of your current prepaid Subscription Cycle, unless you cancel and receive a refund in which case your access will be terminated immediately. Note that if you do terminate your subscription, we reserve the right to charge a reactivation fee if you want to return to FitToday in the future. We also reserve the right to restrict your access in the future. If you cancel your subscription or it is terminated for any reason, you will lose access to all Access, content, credits or features available through the subscription.

g) Fees Charged by Venues. In addition to fees we charge, Venues may also impose equipment or other amenity fees for which you will be responsible for directly. For example, some Venues may charge extra to rent a yoga mat or cycling shoes. Further, FitToday provides Access only to the Venue. The Venue may have additional fees for use of additional Access or spaces.

h) Third Party Fees for Using FitToday. You are also responsible for all third-party charges and fees associated with connecting to and using the Site and/or Access, including fees such as internet service provider fees, telephone and computer equipment charges, sales tax and any other fees necessary to access the Site and/or Access.

4. Promotions

a) Trials. From time to time we may offer a trial membership that includes access to the FitToday platform during the trial period. Trials will have the duration and price communicated at the time you sign up. Unless otherwise communicated, a trial begins at the moment of sign up (even if you choose not to take your first Access until a later date) and ends at 11:59pm ET on the last day of the trial (for a one-week trial, this would be the same weekday of following week). **Each trial membership automatically will convert to a regular annual subscription and price unless canceled by 12pm ET on the day before the last day of trial.** Customers that cancel and do not convert to a regular subscription may not Access. Trials, discount offers, and promotions (collectively "Trials") may be redeemed as described in the specifics of the promotion and may be subject to additional or different terms. Unless we expressly communicate otherwise, Trials are not transferable, may not be combined with other offers or redeemed for cash and are void where prohibited. You understand and agree that unless we expressly communicate otherwise, Trials are available only to new users that have never had a FitToday account before and there is only one Trial permitted per credit card or payment method and it is a violation of these Terms to sign up for a Trial if you have signed up for an account or trial in the past or to have more than one account or trial at the same time. FitToday reserves the right, in its sole and absolute discretion, to determine your eligibility for a Trial. If in our discretion we believe you are not eligible for a Trial, we reserve the right to prevent you from signing up for a Trial or to terminate your promotional subscription. If we terminate your Trials because you have violated these Terms, you understand that you will not be eligible for a refund.

b) Other Promotions. FitToday may offer additional types of offers and promotions which will be subject to additional terms and conditions that FitToday may provide.

5. Termination or Modification by FitToday.

You understand, acknowledge, and agree that, at any time and without prior notice FitToday reserves the right to take the following actions: (1) terminate, cancel, deactivate, disable, delete and/or suspend your subscription, your account, any orders placed, or your access to or use of the Site, your membership and/or Access (or any portion thereof, including but not limited to your access to any or all Venues, credits or Access or services) and/or (2) discontinue, disable, suspend, modify or alter any aspect, feature or policy of the Site, including of your subscription. This includes the right to terminate and/or modify any subscription prior to the end of any pre-paid or committed period. Upon any termination or otherwise, FitToday reserves the right to immediately deactivate your account and all related information and/or prohibit any further access to your account information and the Site. FitToday shall have no liability for, and you shall have no recourse for, any such termination or deactivation, except as set forth in the following sentence. If you are subscriber, then upon any such termination by us without cause, as your sole recourse, we will issue you a pro rata refund of the prepaid portion of your subscription applicable to future unused services (less any fees or costs for Access or services already utilized). If we determine, in our sole and absolute discretion, that you have violated these Terms or otherwise engaged in illegal or improper use of your membership, Access and/or the Site, you shall not be entitled to any refund and you agree that we will not be responsible to pay any such refund. You agree that FitToday will not be liable to you or any third party for any termination or modification to the service regardless of the reason for such termination or modification. You understand, agree, and acknowledge that your only right with respect to any dissatisfaction with any modification or discontinuation of service made by us is to cancel or terminate your subscription. If FitToday deletes your account for these reasons, you may not re-register for or use the Site and/or Access under any other user name, email, payment method or profile. FitToday may block your access to the Site to prevent re-registration.

6. Privacy.

Your privacy is important to FitToday. The FitToday Privacy Policy is hereby incorporated into these Terms by reference. Please read the privacy policy carefully for information relating to FitToday's collection, use, and disclosure of your personal information. When you make an Access, the applicable Venue partner will have access to certain information about you, such as your name and/or email address, so it can provide services to you and/or communicate with you. Please see the Privacy Policy contained within FitToday's General Terms and Conditions for more information.

7. Prohibited Conduct.

Without limiting the prohibitions and restrictions found elsewhere throughout the Terms, you agree not to:

- Harass, threaten, stalk, disrupt or defraud users, members or staff of FitToday or Venues or any other person, or otherwise create or contribute to an unsafe, harassing, threatening or disruptive environment;
- Act in a deceptive or fraudulent manner by, among other things, impersonating another person or access another user's account or signing up for more than one account;
- Share FitToday passwords with any third party or encourage any other user to do so;
- Permit anyone to use any Access or services booked under your own membership, including other members;
- Reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast, use for commercial purposes or otherwise exploit any portion of the Site;
- Misrepresent the source, identity, or content of information transmitted via the Site, including deleting the copyright or other proprietary rights or notices from any portion of the Site;

- Upload material (e.g. virus) that is damaging to computer systems or data of FitToday or users of the Site or otherwise use the Site in any manner that could damage, disable, overburden, or impair it or interfere with any other party's use and enjoyment of the Site;
- Upload copyrighted material that is not your own or that you do not have the legal right to distribute, display, and otherwise make available to others;
- Upload or send to Site users pornographic, threatening, embarrassing, hateful, racially or ethnically insulting, libelous, or otherwise inappropriate content;
- Decompile, reverse engineer or disassemble the Site, in whole or in part, except as may be permitted by applicable law;
- Link to, mirror or frame any portion of the Site;
- Cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Site or unduly burdening or hindering the operation and/or functionality of any aspect of the Site;
- Attempt to gain unauthorized access to or impair any aspect of the Site or its related systems or networks or interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site;
- Make unsolicited offers, advertisements, proposals, or send junk mail or "spam" to users;
- Remove, circumvent, disable, damage or otherwise interfere with security-related features of the Site, any features that prevent or restrict use or copying of any content accessible through the Site, or any features that enforce limitations on the use of the Site or the content therein;
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site;
- Modify the Site in any manner or form, nor to use modified versions of the Site, including (without limitation) for the purpose of obtaining unauthorized access to the Site;
- Use any robot, spider, scraper, or other automated means to access the Site for any purpose without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site;
- Use the Site for or in connection with any purpose that is unlawful or prohibited by these Terms.
- Engage in any activities that violate applicable laws or regulations.
- Post or transmit any material that infringes upon or violates the intellectual property rights of others.
- Use the Site to promote or engage in any illegal activities or activities that are harmful, threatening, or discriminatory.
- Engage in any activities that violate applicable laws or regulations.
- Post or transmit any material that infringes upon or violates the intellectual property rights of others.
- Use the Site to promote or engage in any illegal activities or activities that are harmful, threatening, or discriminatory.

FitToday reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole and absolute discretion.

8. User Submissions.

a) General. The Site offers various features which enable you and other users to submit, post, and share content, including but not limited to text, graphic and pictorial works, or any other content submitted by you and other users through the Site ("User Submissions"). FitToday does not ensure any anonymity or confidentiality with respect to any User Submissions, and strongly advises that you consider carefully before uploading, sharing, or making any content accessible to the Site. You understand and agree that User Submissions may be made public without any additional notice or consent by you and you should assume that any person (whether or not a user of FitToday platform), including any Venue, may read or have access to your User Submissions. FitToday is not liable for the use or disclosure of any information that you disclose in connection with User Submissions, including any personal information. User Submissions are displayed for information purposes only and reflect the opinions of the person making the submission. They are not controlled by, and may not reflect the opinion of, FitToday. You understand

that all User Submissions are the sole responsibility of the person from whom such User Submission originated. This means that you, and not FitToday, are entirely responsible for all User Submissions that you upload, post, e-mail, transmit, or otherwise make available through the Site.

b) Right to Remove or Edit User Submissions. FitToday makes no representations that it will publish or make available on the Site any User Submissions, and reserves the right, in its sole and absolute discretion, to refuse to allow any User Submissions on the Site, or to edit or remove any User Submission at any time with or without notice. Without limiting the generality of the preceding sentence, FitToday complies with the Digital Millennium Copyright Act, and will remove User Submissions upon receipt of a compliant takedown notice (see the "Digital Millennium Copyright Act" section below). FitToday may, but is not obligated to, monitor and edit or remove any activity or content, in whole or in part, including but not limited to content that FitToday determines in its sole and absolute discretion to violate the standards of this Site. FitToday takes no responsibility and assumes no liability for any User Submissions.

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d) User Submissions Representations and Warranties. You are solely responsible for your own User Submissions and the consequences of posting, sharing, displaying, publishing them or otherwise making them available. In connection with User Submissions, you affirm, represent, and warrant that: (i) you own, or have the necessary licenses, rights, consents, and permissions to use and authorize FitToday to use all patent, trademark, copyright, or other proprietary rights in and to your User Submissions to enable inclusion and use of your User Submissions in the manner contemplated by FitToday and these Terms, and to grant the rights and license set forth above, and (ii) your User Submissions, FitToday' or any FitToday Licensee's use of such User Submissions pursuant to these Terms, and FitToday' or any of FitToday Licensee's exercise of the license rights set forth above, do not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) contain any material that is illegal, threatening, obscene, racist, defamatory, libelous, hateful, pornographic, purposely false or otherwise injurious to third parties, promotional in nature, promotes any illegal activity or harm to groups or individuals, or consists of or contain software, computer viruses, commercial solicitation, political campaigning, chain letters, mass mailings, any form of "spam" or references to illegal activity, malpractice or false advertising; (c) violate any applicable law or regulation or these Terms or; (d) exploits minors; or (e) require obtaining a license from or paying fees or royalties to you or any third party for the exercise of any rights granted in these Terms, including, by way of example and not limitation, the payment of any royalties to any copyright owners, including any royalties to any agency, collection society, or other entity that administers such rights on behalf of others. FitToday reserves the right to remove or edit any User Submissions that violate these representations and warranties without notice. Users indemnify FitToday and its affiliates against any claims arising from a breach of these representations and warranties. FitToday may take legal action against users who

violate these representations and warranties, including seeking damages for any harm caused to FitToday or third parties

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f) Feedback. If you provide FitToday with any comments, bug reports, feedback, or modifications proposed or suggested by you to the Site ("Feedback"), FitToday shall have the right to use such Feedback at its discretion, including, but not limited to the incorporation of such suggested changes into the Site. You hereby grant FitToday a perpetual, irrevocable, nonexclusive license under all rights necessary to incorporate and use your Feedback for any purpose without notice to, consent by or compensation to you or any third party.

g) Infringing or Illegal Activity. In the event of infringing or other illegal activities, we have no obligation to, but reserve the right to terminate access to the Site and remove all content submitted by any persons who are found to be infringers. Any suspected illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies FitToday may have at law or in equity. These remedies are in addition to any other remedies FitToday may have at law or in equity.

h) FitToday Ratings. You may be required to rate your Access and/or other FitToday experiences.

9. Ownership; Proprietary Rights; Content.

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the Site or Content. You agree to abide by the rules and policies established from time to time by FitToday. Such rules and policies will be applied generally in a nondiscriminatory manner to users of the Site and software, and may include, for example, required or automated updates, modifications, and/or reinstallations of the software and obtaining available patches to address security, interoperability, and/or performance issues.

You agree not to make any use of the Content that would infringe the copyright therein.

d) The Site and any related software may enable you to obtain, listen to, view, and/or read (as the case may be) Content that may be obtained by you in digital form, and you shall do so solely for your individual, personal, noncommercial entertainment use. You agree to use the digital content obtained through the Site in compliance with all applicable copyright laws and regulations. Any unauthorized reproduction, distribution, or use of digital content obtained through the Site is expressly prohibited and may result in legal action.

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g) You understand and agree the Content may be owned by FitToday or by third parties. However, in all circumstances, you understand and acknowledge that your rights with respect to Content will be limited by copyright law. All owners and providers of Content expressly reserve their rights in and to such Content and you are not permitted to infringe the rights of the copyright owner(s) of the Content, including but not limited to any sound recordings or musical compositions.

h) FitToday and/or the owners of the Content may, from time to time, remove Content from the Site without notice.

i) The owners of Content are intended beneficiaries of this Agreement and shall have the right to enforce this Agreement against you.

j) The Site, including all software, Content and other information, materials and products included on or otherwise made available to you through the Service are provided "as-is" and "as available" without warranties of any kind from FitToday or any owners of Content. To the full extent permissible by applicable law, FitToday and all owners of Content disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Neither FitToday nor any owner of Content warrants that the Site or any software, Content, information, materials or products included on or otherwise made available to you through the Site are free of viruses or other harmful components.

k) NEITHER FITTODAY NOR ANY OWNER OF CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SITE OR FROM SOFTWARE, CONTENT, INFORMATION, MATERIALS OR PRODUCTS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE, OR FOR ANY DAMAGES IN EXCESS OF THE AMOUNT PAID FOR THE SPECIFIC ITEM OF CONTENT GIVING RISE TO THE APPLICABLE CLAIM FOR DAMAGES.

l) Your use of the FitToday website, mobile applications, and any Content made available through the Service is at your own risk. FitToday and the owners of Content shall not be liable for any damages, losses, or injuries arising from your use of the Site or from any software, Content, information, materials, or products included on or otherwise made available to you through the Site. FitToday and the owners of Content shall not be liable for any direct, indirect, incidental, punitive, special, or consequential damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses, even if FitToday or the owners of Content have been advised of the possibility of such damages.

10. Third-Party Sites, Products and Services; Links.

The Site may include links or access to other web sites or services ("Linked Sites") solely as a convenience to users. FitToday does not endorse any such Linked Sites, or the information, material, products, or services contained on other linked sites or accessible through other Linked Sites. Furthermore, FitToday makes no express or implied warranties with regard to the information, material, products, or services that are contained on or accessible through linked sites. ACCESS AND USE OF LINKED SITES, INCLUDING THE INFORMATION, MATERIAL, CONTENT, PRODUCTS, AND SERVICES ON LINKED SITES OR AVAILABLE THROUGH LINKED SITES, IS SOLELY AT YOUR OWN RISK.

Sometimes promotional plans are offered in conjunction with the provision of third-party products and services. We are not responsible for the products and services provided by such third parties, and use of such products and services is at your own risk.

Your use of Linked Sites and engagement with third-party products and services is at your own discretion and risk. FitToday recommends that users carefully review the terms of use, privacy policies, and practices of any third-party sites or services before engaging with them. FitToday shall not be responsible for any consequences arising from your interactions or transactions with third parties, including but not limited to any loss or damage incurred as a result of such interactions. It is your responsibility to exercise caution and conduct necessary due diligence when accessing or utilizing third-party sites, products, or services through the FitToday platform.

Your correspondence or business dealings with, or participation in promotions of, third parties found on or through the Site are solely between you and such third party. YOU AGREE THAT FITTODAY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS THE RESULT OF ANY SUCH DEALINGS OR AS THE RESULT OF THE PRESENCE OF SUCH THIRD PARTIES ON THE SITE.

11. Electronic Signatures and Agreements.

You acknowledge and agree that by clicking on the button labeled "CONFIRM PURCHASE," "SUBMIT", "DOWNLOAD", "PLACE MY ORDER", "I ACCEPT" or such similar links as may be designated by FitToday to accept the terms and conditions of these Terms, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by these Terms. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, including without limitation the

United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229 (the "E-Sign Act") or other similar statutes, YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SITE OR SERVICES OFFERED BY FITTODAY. Further, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

By acknowledging and clicking on the designated links to accept these Terms, you confirm that you fully understand the legal implications of electronic signatures and electronic transactions. You agree that your electronic submissions constitute valid and legally binding agreements, and you intend to be bound by the terms and conditions outlined herein. Furthermore, you expressly consent to the use of electronic signatures, contracts, orders, and other records, as well as electronic delivery of notices, policies, and transaction records, in connection with your interactions with FitToday. You acknowledge that this consent extends to any applicable statutes, regulations, or laws governing electronic transactions, including but not limited to the United States Electronic Signatures in Global and National Commerce Act (the "E-Sign Act"). By providing your electronic signature, you waive any rights or requirements under any jurisdiction's laws that mandate original signatures or non-electronic record retention. Additionally, you waive any requirements for payments or credits to be granted through non-electronic means.

12. General Disclaimers; No Warranties.

ACCESS AND OTHER NON-FITTODAY PRODUCTS AND SERVICES MADE AVAILABLE VIA THE SITE ARE PROVIDED BY THIRD PARTIES (AND THE DESCRIPTIONS OF THE FOREGOING POSTED ON THE SITE ARE PROVIDED BY SUCH THIRD PARTIES), NOT FITTODAY. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, YOUR USE OF THE SITE AND YOUR ATTENDANCE AT, PARTICIPATION IN, PURCHASE AND/OR USE OF THE ACCESS, IS SOLELY AT YOUR OWN RISK. WE DO NOT ASSUME ANY LIABILITY OR MAKE ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF, IN CONNECTION WITH OR WITH RESPECT TO THE SITE AND/OR ACCESS.

IN NO EVENT SHALL FITTODAY BE LIABLE FOR ANY ACT, ERROR OR OMISSION BY ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY WHICH ARISES OUT OF OR IS ANY WAY CONNECTED WITH A USER'S ATTENDANCE, USE OF OR PARTICIPATION IN A CLASS OR PRODUCT, OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY. FITTODAY IS NOT AN AGENT OF ANY THIRD-PARTY.

ALL ASPECTS OF OR CONTENT OR FEATURES AVAILABLE THROUGH THE SITE AND/OR ACCESS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, FITTODAY, ON BEHALF OF ITSELF AND ITS SUPPLIERS AND PARTNERS, DISCLAIMS AND EXCLUDES ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.

WITHOUT LIMITING THE FOREGOING, FITTODAY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS (I) THAT THE SITE AND/OR ANY ACCESS IS SUITABLE FOR YOU OR WILL MEET YOUR PERSONAL NEEDS, (II) REGARDING THE ADEQUACY OR SAFETY OF ANY ACCESS OR RECOMMENDATION, (III) THAT THE SITE AND/OR ANY ACCESS, OR ANY ASPECT THEREOF, WILL BE AVAILABLE OR PERMITTED IN YOUR JURISDICTION, (IV) THAT THE SITE, OR ANY ASPECT THEREOF, WILL BE UNINTERRUPTED OR ERROR-

FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE AND ANY DOWNLOADABLE SOFTWARE, CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (V) REGARDING THE USE OF THE SITE AND ANY DOWNLOADABLE SOFTWARE, CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. ANY MATERIAL, CONTENT OR DATA THAT YOU DOWNLOAD OR OTHERWISE OBTAIN THROUGH THE SITE IS AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING FROM THE DOWNLOAD OF SUCH MATERIAL, CONTENT OR DATA.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS SET FORTH IN THESE TERMS MIGHT NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS. TO THE EXTENT ANY DISCLAIMER OR LIMITATION OF LIABILITY DOES NOT APPLY, ALL APPLICABLE EXPRESS, IMPLIED, AND STATUTORY WARRANTIES WILL BE LIMITED IN DURATION TO A PERIOD OF 30 DAYS AFTER THE DATE ON WHICH YOU FIRST USED THE SITE, AND NO WARRANTIES SHALL APPLY AFTER SUCH PERIOD.

TO THE EXTENT ANY DISCLAIMER OR LIMITATION OF LIABILITY DOES NOT APPLY, ALL APPLICABLE EXPRESS, IMPLIED, AND STATUTORY WARRANTIES WILL BE LIMITED IN DURATION TO A PERIOD OF 30 DAYS AFTER THE DATE ON WHICH YOU FIRST USED THE SITE, AND NO WARRANTIES SHALL APPLY AFTER SUCH PERIOD.

13. Waiver and Release.

YOU UNDERSTAND THAT FITTODAY IS NOT A GYMNASIUM, PLACE OF AMUSEMENT OR RECREATION, HEALTH CLUB, FACILITY, FITNESS STUDIO OR SIMILAR ESTABLISHMENT AND THE ACCESS THEY PROVIDE ARE OPERATED AND DELIVERED BY THE APPLICABLE VENUE AND NOT BY FITTODAY. FITTODAY IS NOT RESPONSIBLE FOR THE QUALITY PROVIDED BY A VENUE OR THIRD PARTY (INCLUDING BUT NOT LIMITED TO THE FACILITY, INSTRUCTOR OR CURRICULUM). YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE VENUE OR RECOMMENDATIONS AVAILABLE ON OR THROUGH THE SITE AND/OR ACCESS ARE RIGHT FOR YOU.

YOU UNDERSTAND THAT THERE ARE CERTAIN INHERENT RISKS AND DANGERS IN EXERCISING AND THAT THE VENUE YOU MAY ATTEND OR PARTICIPATE IN OFFER A RANGE OF ACTIVITY AND INTENSITY LEVELS. BY USING FITTODAY (INCLUDING BUT NOT LIMITED TO ATTENDING, PARTICIPATING IN OR USING A CLASS), YOU ACKNOWLEDGE AND AGREE, ON BEHALF OF YOURSELF, YOUR HEIRS, PERSONAL REPRESENTATIVES AND/OR ASSIGNS THAT YOU ARE AWARE OF THESE RISKS WHICH INCLUDE, BUT ARE NOT LIMITED TO, PROPERTY DAMAGE, ILLNESS, LOSS AND BODILY INJURY OR DEATH. YOU ACKNOWLEDGE THAT SOME OF THESE RISKS CANNOT BE ELIMINATED AND YOU SPECIFICALLY ASSUME THE RISK OF INJURY OR HARM.

YOU ACKNOWLEDGE AND AGREE THAT IT IS YOUR RESPONSIBILITY TO CONSULT WITH YOUR PHYSICIAN OR OTHER HEALTH CARE PROFESSIONAL PRIOR TO USING FITTODAY (INCLUDING BUT NOT LIMITED TO ATTENDING, PARTICIPATING IN OR USING A CLASS) AND TO DETERMINE IF AND HOW PARTICIPATING IS APPROPRIATE FOR YOU. DO NOT USE ACCESS IF YOUR PHYSICIAN OR HEALTH CARE PROVIDER

ADVISES AGAINST IT. IF YOU EXPERIENCE FAINTNESS, DIZZINESS, PAIN OR SHORTNESS OF BREATH AT ANY TIME WHILE EXERCISING, YOU SHOULD STOP IMMEDIATELY.

YOU ALSO UNDERSTAND AND AGREE THAT THE SITE OFFERS FITNESS AND RELATED INFORMATION THAT IS DESIGNED FOR INFORMATIONAL, EDUCATIONAL AND ENTERTAINMENT PURPOSES ONLY. NOTHING STATED OR POSTED ON OR OTHERWISE AVAILABLE THROUGH ANY ASPECT OF THE SITE AND/OR A VENUE IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICAL, PROFESSIONAL OR COUNSELING CARE. YOU SHOULD NOT RELY ON ANY INFORMATION ON OR THROUGH THE SITE AND/OR A VENUE AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. IF YOU HAVE ANY CONCERNS OR QUESTIONS ABOUT YOUR HEALTH OR FITNESS LEVEL, YOU SHOULD ALWAYS CONSULT A PHYSICIAN OR OTHER HEALTH-CARE PROFESSIONAL. DO NOT EVER DISREGARD, AVOID OR DELAY OBTAINING MEDICAL OR HEALTH RELATED ADVICE FROM YOUR HEALTH-CARE PROFESSIONAL BECAUSE OF SOMETHING YOU MAY HAVE READ OR HEARD ON OR THROUGH THE SITE AND/OR A VENUE. THE USE OF ANY OF THE CONTENT, RECOMMENDATIONS AND INFORMATION PROVIDED ON OR THROUGH FITTODAY IS SOLELY AT YOUR OWN RISK.

THE SITE IS CONTINUALLY UNDER DEVELOPMENT AND FITTODAY MAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY, COMPLETENESS OR APPROPRIATENESS FOR ANY PURPOSE. IN THAT REGARD, DEVELOPMENTS IN RESEARCH MAY IMPACT THE FITNESS OR RELATED ADVICE THAT APPEARS ON OR IN CONNECTION WITH THE SITE. NO ASSURANCE CAN BE GIVEN THAT THE ADVICE OR RECOMMENDATIONS CONTAINED IN OR THROUGH THE SITE AND/OR A VENUE WILL ALWAYS INCLUDE THE MOST RECENT FINDINGS OR DEVELOPMENTS WITH RESPECT TO THE PARTICULAR MATERIAL OR CONTENT.

THEREFORE, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU RELEASE, INDEMNIFY, AND HOLD HARMLESS FITTODAY, ITS PARENT, SUBSIDIARIES OR AFFILIATED ENTITIES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, CONSULTANTS, CONTRACT EMPLOYEES, REPRESENTATIVES AND AGENTS, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FROM ANY AND ALL RESPONSIBILITY, CLAIMS, ACTIONS, SUITS, PROCEDURES, COSTS, EXPENSES, DAMAGES AND LIABILITIES ARISING OUT OF OR IN ANY WAY RELATED TO YOUR PARTICIPATION IN OR USE OF THE SITE AND/OR ATTENDANCE AT, PARTICIPATION IN, PURCHASE OF AND/OR USE OF ANY CLASS) INCLUDING BUT NOT LIMITED TO WITH RESPECT TO BODILY INJURY, PHYSICAL HARM, LOSS, ILLNESS, DEATH OR PROPERTY DAMAGE.

14. Indemnification; Hold Harmless.

You agree to indemnify and hold FitToday, its affiliated entities, subsidiaries, its suppliers, service providers and partners and each of their respective officers, directors, members, employees, consultants, contract employees, representatives and agents, and each of their respective successors and assigns, harmless from any claims, actions, suits, costs, expenses, losses, damages, liabilities, including attorneys' fees, arising out of or in connection with your misuse of the Site, Access, violation of these Terms, violation of the rights of any other person or entity, or any breach of your representations, warranties, and covenants set forth in these Terms. The indemnification obligation shall survive the termination or expiration of these Terms. This indemnification extends to all claims, liabilities, damages, losses, and expenses, including but not limited to attorney fees, arising from or related to any third-party claims or demands resulting from your use of the Site or Access

15. Limitation of Liability and Damages.

UNDER NO CIRCUMSTANCES WILL FITTODAY OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND PRODUCT LIABILITY), OR OTHERWISE, EVEN IF FITTODAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, FITTODAY'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

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

FITTODAY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SITE, YOUR ACCOUNT, OR THE INFORMATION CONTAINED THEREIN, OR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE SITE. YOU AGREE THAT FITTODAY SHALL NOT BE LIABLE FOR ANY INTERRUPTION OF ACCESS TO THE SITE.

16. Venue Waivers and Terms.

Members taking Access are deemed to agree to the liability waivers and terms of individual Venues. Your participation in any Class may be subject to addition policies, rules or conditions of the applicable Venue and you understand and agree that you may not be permitted to use Access or services if you do not comply with these Terms or the policies of the Venues or as otherwise determined by a Venue. If you have questions about a Venue's waiver or other terms, please see the applicable Venue's website or contact the Venue directly.

17. Infringement Policy.

Please see our Digital Millennium Copyright Act document for an explanation of our copyright and trademark policies.

18. Arbitration Agreement

PLEASE READ THE FOLLOWING CAREFULLY:

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

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

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

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

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

b) Pre-Arbitration Dispute Resolution. Before initiating any Dispute, whether in court or arbitration, you must first give FitToday an opportunity to resolve the Dispute by mailing written notification to FitToday, Legal Department, 260 Madison Avenue 8fl, 10016 New York, written notification must include (1) your name, (2) your address, (3) a written description of the Dispute, and (4) a description of the specific relief you seek. If FitToday does not resolve the Dispute to your satisfaction within 45 days after it receives your written notification, you may pursue your Dispute in arbitration.

c) Arbitration Procedures. If the Dispute is not resolved as provided above in the Pre-Arbitration Claim Resolution section, either you or FitToday may initiate arbitration proceedings. The American Arbitration Association ("AAA"), www.adr.org, or JAMS, www.jamsadr.com, will arbitrate all Disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration, and shall in no event be commenced as a class arbitration. All issues shall be for the arbitrator to decide, including the scope of this Arbitration Agreement. For arbitration before the AAA, for Disputes in which less than \$75,000.00 is at issue, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for Disputes involving \$75,000.00 or more, the AAA's Commercial Arbitration Rules will apply. In either instance, the AAA's Optional Rules For Emergency Measures Of Protection shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at www.jamsadr.com or by calling 1-800-352-5267. In the event that this Arbitration Agreement conflicts with the applicable arbitration rules, this Arbitration Agreement shall govern. Under no circumstances will class action procedures or rules apply to the arbitration. Because your contract with FitToday, the Terms of Use, and this this Arbitration Agreement concern interstate commerce, the Federal Arbitration Act ("FAA") governs the arbitrability of all Disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

d) Arbitration Award. The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator shall make any award in writing but need not provide a statement of reasons unless requested by a party. Such award by the arbitrator

will be final and binding on the parties, except for any right of appeal provided by applicable federal law, including but not limited to the Federal Arbitration Act ("the FAA"), and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

e) Location of Arbitration. Arbitration shall take place in Miami-Dade County, Florida, but it may proceed by video conferencing software if you so choose.

f) Payment of Arbitration Fees and Costs. FitToday will pay all arbitration filing fees and arbitrator's costs and expenses upon your written request given prior to the commencement of the arbitration. You are responsible for all additional fees and costs that you incur in the arbitration, including, but not limited to, attorneys or expert witnesses. Fees and costs may be awarded as provided pursuant to applicable law.

g) Class Action Waiver. Any Disputes arising out of or relating to your use of the Site and/or attendance at, participation in or use of Access, any purchase you make on or through the Site, any information you provide via the Site, and/or these Terms (including the formation, performance, or alleged breach), shall be submitted individually by you and will not be subject to any class action or representative status. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, representative action, consolidated action or private attorney general action) . Neither you, nor any other Member of FitToday and/or user of FitToday services, can be a class representative, class member, or otherwise participate in a class, representative, consolidated or private attorney general proceeding with respect to the matters set forth in the first sentence of this paragraph. You agree that this Class Action Waiver is material and essential to the arbitration of any dispute between you and FitToday and is non-severable from the Arbitration Agreement. If any portion of this Class Action Waiver is limited, voided, or cannot be enforced, then the Arbitration Agreement shall be null and void. You understand that by agreeing to this Class Action Waiver, you may only pursue Dispute against FitToday in an individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding.

h) Limitation of Procedural Rights. You understand and agree that, by entering into this Arbitration Agreement, you and FitToday are each agreeing to arbitration instead of the right to a trial before a judge or jury in a public court. In the absence of this Arbitration Agreement, you and FitToday might otherwise have a right or opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). By using the FitToday Site or any Class, product or services, or otherwise accepting these Terms, you are entering into this Arbitration Agreement, and you give up those procedural rights. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited in arbitration. The right to appellate review of an arbitrator's decision is much more limited than in court, and in general an arbitrator's decision may not be appealed for errors of fact or law.

i) Severability. If any clause within this Arbitration Agreement, other than the Class Action Waiver clause above, is found to be illegal or unenforceable, that clause will be severed from this Arbitration Agreement, and the remainder of this Arbitration Agreement will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, then this entire Arbitration Agreement will be unenforceable and the Dispute will be decided by a court of competent jurisdiction.

j) Continuation. This Arbitration Agreement shall survive the termination of your contract with FitToday and your use of the FitToday Site, Access and services.

19. Miscellaneous.

a) Choice of Law; Forum. These Terms shall be governed in all respects by the laws of the State of Delaware, without regard to conflict of law provisions, consistent with the Federal Arbitration Act (to the extent permitted by applicable law). If for any reason a claim proceeds in court rather than in

arbitration (including any claims brought by parties outside the United States), the dispute shall be exclusively brought in state or federal court located in Miami-Dade County, Florida.

b) Assignment. We may assign our rights and obligations under these Terms. The Terms will inure to the benefit of our successors, assigns and licensees.

c) Severability. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

d) Headings. The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

e) Entire Agreement. These Terms and any applicable Additional Terms, as each may be amended as set forth herein, are the entire agreement between you and FitToday relating to the subject matter herein.

f) Claims; Statute of Limitations. IN THE EVENT YOU HAVE A CAUSE OF ACTION THAT IS NOT OTHERWISE BARRED BY THESE TERMS, YOU AND FITTODAY AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS AND/OR THE SITE AND/OR ATTENDANCE AT, PARTICIPATION IN, USE OF OR PURCHASE OF ACCESS) MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

g) Disclosures. The services hereunder are offered by FitToday Enterprises LLC, located at: 260 Madison Avenue 8fl, 10016 New York. Contact us: info@fittoday.com. If you are a California resident, you may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information.

h) Waiver. No waiver of any of these Terms by FitToday is binding unless authorized in writing by an executive officer of FitToday. In the event that FitToday waives a breach of any provision of these Terms, such waiver will not be construed as a continuing waiver of other breaches of the same nature or other provisions of these Terms and will in no manner affect the right of FitToday to enforce the same at a later time. Further, in the event we choose to grant an exception to these Terms, any such exception is in our sole discretion and does not entitle you or anyone else to any exceptions in the future for similar circumstances.

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

20. Membership Rewards.

- a) FitToday retains the sole and exclusive authority to allocate Membership Rewards to the Member.
- b) The regulations governing Membership Rewards shall be available for viewing on the Website.
- c) Each paid Access shall automatically grant every Member with a valid email address 10 Membership Rewards.

- d) Membership Rewards shall hold validity for three hundred and sixty five (365) days from the date of allocation to the Member.
- e) Membership Rewards shall be strictly non-transferrable and are intended solely for the personal use of the Member; they cannot be transferred to another Member, email address, or any other entity.
- f) FitToday reserves the right in its sole and absolute discretion to retract Membership Rewards if the Member fails to adhere to the timely and complete payment of the Membership Fee as outlined in these Terms of Use or if access to a facility is denied to the Member based on the guidelines stated herein.
- g) Regarding Membership Rewards:
 - i) They can be redeemed upon payment for Access;
 - ii) Redemption is limited to online payment and cannot be exchanged for cash;
 - iii) Membership Rewards cannot be combined with any other promotions or discounts.
- h) FitToday reserves the right in its sole and absolute discretion to modify the regulations pertaining to Membership Rewards, which include but are not limited to altering redemption procedures and rewards. Members will be duly notified of any changes in a timely manner. Modifications may also encompass the addition, removal, or modification of time constraints associated with collecting, redeeming, or utilizing Membership Rewards.
- i) FitToday retains the right in its sole and absolute discretion to terminate Membership Rewards at any time without prior notification. In such instances, Members will no longer be able to accumulate Membership Rewards. However, any existing Membership Rewards will remain valid until their expiration date and can be redeemed at participating Providers until that time.