

TERMS OF USE

THESE TERMS AND CONDITIONS (THE "TERMS") ARE A LEGAL CONTRACT BETWEEN YOU AND AQUILAFIT INC. ("COMPANY", "WE" OR "US"). THE TERMS EXPLAIN HOW YOU ARE PERMITTED TO USE THE WEBSITE LOCATED AT THE URL: WWW.AQUILA-FIT.COM, ALL RELATED SUBDOMAINS AND ALL ASSOCIATED WEBSITES LINKED TO WWW.AQUILA-FIT.COM BY THE COMPANY (COLLECTIVELY, THE "WEBSITES"), AND ANY SOFTWARE THAT THE COMPANY PROVIDES TO YOU THAT ALLOWS FOR INSTALLATION AND USE ON A MOBILE DEVICE (EACH A "MOBILE APPLICATION"). UNLESS OTHERWISE SPECIFIED, ALL REFERENCES TO "SITE" INCLUDE THE CONTENT AND ALL SERVICES MADE AVAILABLE ON THE WEBSITES (THE "SERVICES"). BY USING THE SITE, ANY PART THEREOF, OR ANY OF OUR MOBILE APPLICATIONS, YOU ARE AGREEING TO ALL OF THE TERMS; IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THE SITE, ANY SERVICES AVAILABLE THROUGH THE SITE OR ANY INFORMATION CONTAINED ON THE SITE, OR ANY OF OUR MOBILE APPLICATIONS. GYMS OR ANY FITNESS STUDIOS WE PROVIDE OUR SERVICES TO ARE REFERRED TO AS "PARTNERS".

THE INFORMATION AND MATERIALS POSTED ON AND ACCESSIBLE THROUGH THE SITE AND MOBILE APPLICATIONS ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. THE COMPANY DOES NOT RECOMMEND OR ENDORSE ANY SPECIFIC PRODUCTS, PROCEDURES, OPINIONS, OR OTHER INFORMATION THAT MAY BE MENTIONED ON THE SITE OR MOBILE APPLICATIONS OR ON MATERIALS OBTAINED FROM THE SITE OR MOBILE APPLICATIONS. RELIANCE ON ANY INFORMATION PROVIDED BY THE COMPANY, ITS AFFILIATED COMPANIES, CONTRIBUTORS TO, OR OTHER USERS OF THE SITE OR MOBILE APPLICATIONS IS SOLELY AT YOUR OWN RISK.

YOU SHOULD CONSULT YOUR PHYSICIAN OR OTHER HEALTH CARE PRACTITIONER BEFORE STARTING ANY EXERCISE PROGRAM. THIS IS PARTICULARLY TRUE IF YOU OR YOUR FAMILY HAVE A HISTORY OF HIGH

BLOOD PRESSURE OR HEART DISEASE, OR IF YOU HAVE EVER EXPERIENCED DISCOMFORT WHILE EXERCISING. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON THE SITE OR MOBILE APPLICATIONS!

NOTE: THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH THE COMPANY. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW.

Changes.

The Company may make changes to the content and Services offered on or through the Site or Mobile Applications at any time. The Company can change, update, or add or remove provisions of these Terms at any time by posting the updated Terms on the Site. If you have created an account with us, you will be required to agree to the updated Terms the first time you log in to your account following such update. By using this Site or a Mobile Application after the Company has updated the Terms, you are agreeing to all the updated Terms; if you do not agree with any of the updated Terms, you must stop using the Site and Mobile Applications.

General Use.

By using this Site and/or a Mobile Application, you represent, acknowledge, and agree that you are at least 18 years of age; or if you are under 18 years of age (a “Minor”), that you are using the Site or Mobile Application with the consent of your parent or legal guardian and that you have received your parent’s or legal guardian’s permission to use the Site or Mobile Application and agree to its Terms. If you are a parent or legal guardian of a Minor, you hereby agree to bind the Minor to these Terms and to fully indemnify and hold the Company harmless if the Minor breaches any of these Terms.

The Company provides content through the Site and Mobile Applications that is copyrighted and/or a trademark of the Company or the Company’s third-party licensors and suppliers or other users of the Site and Mobile Applications (collectively, the “Materials”). Materials may include logos, graphics, video, images, software, and other content.

Subject to these Terms, and your compliance with these Terms, the Company hereby grants you a limited, personal, non-exclusive and non-transferable license to use and to display the Materials and to use the Websites solely for your personal use. Except for the foregoing license and as otherwise set forth herein, you have no other rights in the Site, Mobile Applications, or any Materials, and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance, or in any way exploit any of the Site, Mobile Applications, or Materials in any manner.

If you breach any of these Terms, the above license will terminate automatically, and you must immediately destroy any downloaded or printed Materials.

Mobile Applications.

The Company may distribute Mobile Applications that permit users to access certain information about AquilaFit and our offerings via a mobile device. To use the Mobile Application, you must have a mobile device that is compatible with that Mobile Application. We do not warrant that the Mobile Application will be compatible with your mobile device. The Company hereby grants to you a non-exclusive, non-transferable, revocable license to use an object code copy of the Mobile Application for one registered account on one mobile device owned or leased by you, solely for your personal use. You may not: (i) modify, disassemble, decompile, or reverse engineer the Mobile Application, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute, or otherwise transfer the Mobile Application to any third party or use the Mobile Application to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Application; (iv) remove, circumvent, disable, damage, or otherwise interfere with security-related features of the Mobile Application, features that prevent or restrict use or copying of any content accessible through the Mobile Application, or features that enforce limitations on use of the Mobile Application; or (v) delete the copyright and other proprietary rights notices on the Mobile Application. You acknowledge that we may from time to time issue upgraded versions of the Mobile Application, and may automatically electronically upgrade the version of the Mobile Application that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the Terms will apply to all such upgrades. The foregoing license grant is not a sale of the Mobile Application or any copy thereof, and the Company and its third-party licensors or suppliers retain all right, title, and interest in and to the Mobile Application (and any copy of

the Mobile Application). Standard carrier data charges may apply to your use of the Mobile Application.

The following additional terms and conditions apply with respect to any Mobile Application that the Company provides to you designed for use on an Apple iOS-powered mobile device (an “iOS App”):

- You acknowledge that these Terms are between you and the Company only, and not with Apple, Inc. (“Apple”).
- Your use of the iOS App must comply with Apple’s then-current App Store Terms of Service.
- The Company, and not Apple, is solely responsible for the iOS App and the Services and content available therein. You acknowledge that Apple has no obligation to provide maintenance and support services with respect to our iOS App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to the iOS App.
- You agree that the Company, and not Apple, is responsible for addressing any claims by you or any third party relating to the iOS App or your possession and/or use of the OS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these Terms and any law applicable to us as provider of the iOS App.
- You agree that the Company, and not Apple, shall be responsible, to the extent required by these Terms, for the investigation, defense, settlement, and discharge of any third-party intellectual property infringement claim related to the iOS App or your possession and use of the iOS App.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- You agree to comply with all applicable third-party terms of agreement when using the iOS App (e.g., you must not be in violation of your wireless data service terms of agreement when using the iOS App).
- You agree that Apple and Apple’s subsidiaries are third-party beneficiaries to these Terms as they relate to your license of the iOS App. Upon your acceptance of these Terms, Apple will have the right (and will be deemed to

have accepted the right) to enforce these Terms against you as they relate to your license of the iOS App as a third-party beneficiary thereof.

The following additional terms and conditions apply with respect to any Mobile Application that the Company provides to you designed for use on an Android-powered mobile device (an “Android App”):

- You acknowledge that these Terms are between you and the Company only, and not with Google, Inc. (“Google”).
- Your use of the Android App must comply with Google’s then-current Android Market Terms of Service.
- Google is only a provider of the Android Market where you obtained the Android App. The Company, and not Google, is solely responsible for the Android App and the Services and content available thereon. Google has no obligation or liability to you with respect to the Android App or these Terms.
- You acknowledge and agree that Google is a third-party beneficiary to the Terms as they relate to the Android App.

Geo-Location Terms.

The Mobile Applications include and make use of certain functionality and services provided by third parties that allow the Company to provide maps, geocoding, places, and other content. If the Mobile Application you install includes geolocation services from Google, Inc. (“Google”), use of such geolocation Services is subject to Google’s then current Terms of Use for Google Maps/Google Earth (http://www.google.com/intl/en_us/help/terms_maps.html) and by using such services, you are agreeing to be bound by Google’s Terms of Use.

Using the Site and the Services on the Site.

You need not register with the Company to simply visit and view the Site. However, in order to access certain password-restricted areas of the Site and to use certain Services and Materials offered on and through the Site and Mobile Applications, you must register with the Company for an account.

If you desire to register for an account, you must submit your name; email address; preferred password, and other information requested on the account registration page. Once you have submitted your account registration information, the Company administrator shall have the right to approve or reject your account, in the Company administrator’s sole discretion. If approved, you will be permitted to log into your account with the password that you selected during account registration. The Company may also provide you with the ability

to register for an account on the Site using your existing account and log-in credentials on Third-Party Sites (as defined below) such as Facebook.

You are responsible for maintaining the confidentiality of your account password and/or any Third-Party Site password that you use to log in to the Site or Mobile Applications (collectively, "Passwords"), and you are responsible for all activities that occur using your Passwords. You agree not to share your Passwords, let others access or use your Passwords, or do anything else that might jeopardize the security of your Passwords. You agree to notify the Company if any of your Passwords are lost or stolen, if you are aware of any unauthorized use of your Passwords, or if you know of any other breach of security in relation to the Site or Mobile Applications.

All the information that you provide when registering for an account and otherwise through the Site or Mobile Applications must be accurate, complete, and up to date. You may change, correct, or remove any information from your account by logging into your account directly and making the desired changes.

Purchases.

To sign up for our services, you must have created an account with us and you must supply certain additional information relevant to your transaction, including, without limitation, your credit or debit card number, the expiration date of your credit or debit card, the name on your credit or debit card, and/or your billing address. Once you have submitted your payment information, we (or our third-party payment processor) will authorize the payment and send you a confirmation email. You agree to pay any fees applicable to your use of the Site and/or Mobile Application, including but not limited to fees and charges applicable to your purchases. We may suspend or terminate your account and/or access to the Site if your offered payment method (e.g., credit card or debit card) cannot be processed. By providing a payment method, you expressly authorize us and/or our third-party payment processor to charge the applicable fees on said payment method as well as taxes and other charges incurred thereto, all of which depend on the services you utilize and the Products you purchase. You agree that we (or our third-party payment processors) may charge any unpaid amounts to your provided payment method and/or send you a bill for such unpaid fees.

Privacy Policy.

Please review our Privacy Policy, which explains how we use information that you submit to the Company.

Links to Third-Party Sites.

We occasionally provide links from the Site to third-party websites (“Third-Party Sites”), including, but not limited to, links to third parties who manage sales of Company-branded merchandise. If you use these links, you will leave the Site. The Company provides these links to you as a convenience, and we do not verify, make any representations, or take responsibility for these Third-Party Sites, including the truthfulness, accuracy, quality, or completeness of the content, services, links displayed, or other activities conducted on or through the Third-Party Sites. Therefore, unless specifically stated on the Site, we do not endorse or make any representations about Third-Party Sites or any information, material, or results that may be obtained through the use of Third-Party Sites. In addition, certain areas of the Site may allow you to interact or conduct transactions with Third-Party Sites. If so, you may be able to configure the privacy settings of your account on a Third-Party Site to permit your activities to be shared with your contacts on that Third-Party Site. If you decide to access any of the Third-Party Sites linked on the Site, you do this entirely at your own risk, and you must follow the privacy policies and the terms and conditions for those Third-Party Sites.

Unless specifically stated on the Site, we do not endorse or make any representations about any services that may be offered at Partners studios. YOU AGREE THAT THE COMPANY WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES, OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITE, FOR ANY THIRD-PARTY DEALINGS OR COMMUNICATIONS (INCLUDING BUT NOT LIMITED TO ANY DEALINGS WITH OUR PARTNERS), OR FOR ANY HARM RELATED TO ANY GOODS, SERVICES, INFORMATION, RESOURCES, OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITE OR PARTNERS SITE, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD PARTY.

Submissions.

Certain functionality of the Site and Mobile Applications may permit you to submit feedback, information, data, text, images, messages, or other materials (each, a "User Submission"). You agree that you are solely responsible for all of your User Submissions and that any such User Submission is considered both non-

confidential and non-proprietary. We do not guarantee that you will be able to edit or delete any User Submission you have submitted.

By submitting any User Submission, you are promising us that:

- You own all rights in your User Submissions (including, without limitation, all rights to the reproduction and display of your User Submissions) or, alternatively, you have acquired all necessary rights in your User Submissions to enable you to grant to us the rights in your User Submissions as described in these Terms;
- You have paid and will pay in full all license fees, clearance fees, and other financial obligations, of any kind, arising from any use or commercial exploitation of your User Submissions;
- Your User Submissions do not infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party;
- You voluntarily agree to waive all "moral rights" that you may have in your User Submission;
- Any information contained in your User Submission is not known by you to be false, inaccurate, or misleading;
- Your User Submission does not violate any law (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);
- Your User Submission is not, and may not reasonably be considered to be, defamatory, libelous, hateful, racially, ethnically, religiously, or otherwise biased or offensive, unlawfully threatening, or unlawfully harassing to any individual, partnership, or corporation, vulgar, pornographic, obscene, or invasive of another's privacy;
- You were not and will not be compensated or granted any consideration by any third party for submitting your User Submission;
- Your User Submission does not incorporate materials from a third-party website, or addresses, email addresses, contact information, or phone numbers (other than your own or otherwise have the right to provide);
- Your User Submission does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files;
- Your User Submission does not contain any information that you consider confidential, proprietary, or personal; and

- Your User Submission does not contain or constitute any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.

By submitting a User Submission, you grant to us an irrevocable, perpetual, transferable, non-exclusive, fully paid, worldwide, royalty-free license (sub-licensable through multiple tiers) to:

- Use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display your User Submissions (or any modification thereto), in whole or in part, in any format or medium now known or later developed;
- Use (and permit others to use) your User Submission in any manner and for any purpose (including, without limitation, commercial purposes) that we deem appropriate in our sole discretion (including, without limitation, to incorporate your User Submission or any modification thereto, in whole or in part, into any technology, product, or service);
- Display advertisements in connection with your User Submissions and to use your User Submissions for advertising and promotional purposes.

We may, but are not obligated to, pre-screen User Submissions or monitor any area of any Site through which User Submissions may be submitted. We are not required to host, display, or distribute any User Submissions on or through the Site and may remove at any time or refuse any User Submissions for any reason. You understand that when using the Site or Mobile Applications you will be exposed to User Submissions from a variety of sources and that we are not responsible for the accuracy, usefulness, reliability, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, defamatory, indecent, or objectionable and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against us with respect thereto. We are not responsible for any loss, theft, or damage of any kind to any User Submissions. Further, you agree that we may freely disclose your User Submission to any third party absent any obligation of confidence on the part of the recipient.

Unauthorized Activities.

When using the Site and our Mobile Applications, you agree to abide by common standards of decency and act in accordance with the law. For example, when using the Site and Mobile Applications, you agree not to:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Use racially, ethnically, or otherwise offensive language.
- Discuss or incite illegal activity.
- Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated).
- Post anything that exploits children or minors or that depicts cruelty to animals.
- Post any copyrighted or trademarked materials without the express permission from the owner.
- Disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation.
- Use any robot, spider, scraper or other automated means to access the Site.
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure.
- Alter the opinions or comments posted by others on the Site.
- Post anything clearly false or misleading.
- Post anything unrelated to our business, products, or services.
- Post anything contrary to our public image, goodwill, or reputation, provided that the foregoing will not apply to you if applicable law prohibits such limitations and restrictions.

This list of prohibitions provides examples and is not complete or exclusive. We reserve the right to terminate access to your account, your ability to post to the Site or via the Mobile Applications (or use any Services) with or without cause and with or without notice, for any reason or no reason, or for any action that we determine is inappropriate or disruptive to this Site or to any other user of this Site and/or Mobile Applications. **We may report to law enforcement authorities any actions that may be illegal, and any reports we receive of such conduct. When legally required or at our discretion, we will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Site or on the Internet.**

You agree to indemnify and hold the Company and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including

attorneys' fees and costs of defense that we or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that your use of this Site or Mobile Applications or the use of this Site or Mobile Applications by any person using your account (including without limitation, your participation in the posting areas or, your User Submissions) violates any applicable law or regulation, or the copyrights, trademark rights or other rights of any third party.

Proprietary Rights.

AquilaFit is a trademark of the Company in the United States and various other countries. Other trademarks, names, and logos on the Site and found in the Mobile Applications are the property of the Company and/or our licensors. Unless otherwise specified in these Terms, all information and content provided via the Site and Mobile Applications, including documents, services, site design, text, graphics, logos, images, and icons, as well as the arrangement thereof, are the sole property of the Company. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

The Mobile Applications and related documentation are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, if You are a government entity, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.

Intellectual Property Infringement.

We respect the intellectual property rights of others, and we ask you to do the same. We may, in appropriate circumstances and at our discretion, terminate service and/or access to the Site for users who infringe the intellectual property rights of others. If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on our Site, please

provide our designated agent with the following information in accordance with the provisions of the Digital Millennium Copyright Act (“DMCA”):

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

Our agent for notice of claims of copyright or trademark infringement on this Site can be reached as follows:

By Email: legal@aquila-fit.com

Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

Termination of Repeat Infringers

We reserve the right, in our sole discretion, to terminate the account or access of any user of the Site or Mobile Applications who is the subject or repeated DMCA or other infringement notifications.

Disclaimer of Warranties.

Your use of this Site and/ or Mobile Applications is at your own risk. The Materials may include inaccuracies or typographical or other errors. The Company does not warrant the accuracy or timeliness of the Materials contained on this Site or accessed via the Mobile Applications. The Company has no liability for any errors

or omissions in the Materials, whether provided by the Company, our licensors or suppliers, or other users.

THE COMPANY, FOR ITSELF AND ITS LICENSORS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE SITE, THE SERVICES, THE MOBILE APPLICATIONS, OR ANY MATERIALS RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY, OR COMPLETENESS OF ANY INFORMATION OR CONTENT CONTAINED OR PRESENTED ON THE SITE OR THE MOBILE APPLICATIONS, INCLUDING, WITHOUT LIMITATION, THE MATERIALS. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SITE, THE SERVICES, THE MOBILE APPLICATIONS, MATERIALS, AND ANY INFORMATION OR CONTENT CONTAINED OR PRESENTED ON OR THROUGH THE SITE AND MOBILE APPLICATIONS, IS PROVIDED TO YOU ON AN “AS IS,” “AS AVAILABLE,” AND “WHERE-IS” BASIS WITH NO WARRANTY OF IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. THE COMPANY DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE, OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER. WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE QUALITY OR SUITABILITY OF ANY PRODUCTS, SERVICES, OR BUSINESSES THAT MAY BE DISPLAYED ON THE SITE, ON THE MOBILE APPLICATIONS, OR THROUGH SERVICES, OR THE CONDUCT OF USERS OF THE SITE, MOBILE APPLICATIONS, OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, MOBILE APPLICATIONS, OR SERVICES AND WITH OTHER PERSONS OR ENTITIES WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, MOBILE APPLICATIONS, AND/OR SERVICES, PARTICULARLY IF YOU DECIDE TO MEET OR CONDUCT BUSINESS OFFLINE OR IN PERSON.

Limitation of Liability.

THE COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR USE OF THE MOBILE APPLICATIONS OR FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THE SITE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE

LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF THE COMPANY KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, MOBILE APPLICATIONS, OR SERVICES, AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE THEREOF. YOU UNDERSTAND THAT WE DO NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SITE, MOBILE APPLICATIONS, OR SERVICES. WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE, MOBILE APPLICATIONS, OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE, MOBILE APPLICATIONS, OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH ANY PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE, SITE, THE MOBILE APPLICATIONS, OR SERVICES, PARTICULARLY IF YOU MEET OFFLINE OR IN PERSON.

Local Laws; Export Control.

The Company controls and operates the Site and provides the Mobile Applications from its headquarters in the United States of America and the Materials may not be appropriate or available for use in other locations. If you use this Site or the Mobile Applications outside the United States of America, you are responsible for following applicable local laws.

Feedback.

If you send or transmit any communications, comments, questions, suggestions, or related materials to the Company, whether by letter, email, telephone, or otherwise (collectively, "Feedback"), suggesting or recommending changes to the Site, any Services, the Mobile Applications, or any Materials, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. Except as prohibited by applicable law, you hereby assign all right, title, and interest in, and the Company is free to use, without any attribution or compensation to you, any ideas, know-

how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Where the foregoing assignment is prohibited by law, you hereby grant Us an exclusive, transferable, worldwide, royalty-free, fully paid up license (including the right to sublicense) to use and exploit all Feedback as We may determine in our sole discretion. Notwithstanding the foregoing, you understand and agree that the Company is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

Dispute Resolution and Arbitration; Class Action Waiver.

Please read the following Dispute Resolution and Arbitration; Class Action Waiver provision (this “Provision”) carefully. It affects your rights.

Please read this Provision carefully. It provides that all Disputes (as defined below) between you and The Company shall be resolved by binding arbitration. Arbitration is a form of private dispute resolution and 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). Except as otherwise provided, entering into these Terms constitutes a waiver of your right to litigate claims 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 these Terms and can award the same damages and relief as a court (including attorney’s fees).

For the purpose of this Provision, “The Company” means The Company and its parent, subsidiary, and affiliate companies, and each of their respective officers, directors, employees, and agents. The term “Dispute” means any dispute, claim, or controversy between you and The Company regarding, arising out of, or relating to any aspect of your relationship with The Company, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable cause of action or claim for relief, and includes the validity, enforceability, or scope of this Provision (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, and shall include any claims against other parties relating to services or products provided or billed to you (such as The Company's licensors, suppliers, dealers, or third-party vendors) whenever you also assert claims against us in the same proceeding.

YOU AND THE COMPANY 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 PROVISION.

Pre-Arbitration Claim Resolution

For all Disputes, whether pursued in court or arbitration, you must first give The Company an opportunity to resolve the Dispute. You must commence this process by mailing written notification to AquilaFit Inc, Legal Department 104 Mount Airy Road East, Croton On Hudson NY 10520 phone 914.338.8663. That written notification must include (1) your name, (2) your address, (3) a written description of your Claim, and (4) a description of the specific relief you seek. If The Company does not resolve the Dispute within 45 days after it receives your written notification, you may pursue your Dispute in arbitration. You may pursue your Dispute in a court only under the circumstances described below.

Exclusions from Arbitration/Right to Opt Out

Notwithstanding the above, you or The Company may choose to pursue a Dispute in court and not by arbitration if (a) it is a Dispute that qualifies to be initiated in small claims court; or (b) YOU OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THESE TERMS (the "Opt-Out Deadline"). You may opt out of this Provision by mailing written notification to AquilaFit Inc, Legal Department 104 Mount Airy Road East, Croton On Hudson NY 10520. Your written notification must include (1) your name, (2) your address, and (3) a clear statement that you do not wish to resolve disputes with The Company through arbitration. Your decision to opt-out of this Arbitration Provision will have no adverse effect on your relationship with The Company. **Any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue your Dispute in arbitration or small claims court.**

Arbitration Procedures

If this Provision applies and the Dispute is not resolved as provided above (Pre-Arbitration Claim Resolution) either you or The Company 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 only, and shall in no event be commenced as a class arbitration or a consolidated or representative action or arbitration. All issues shall be for the arbitrator to decide, including the scope of this Provision. For arbitration before AAA, for Disputes of less than \$75,000, the AAA’s Supplementary Procedures for Consumer-Related Disputes will apply; for Disputes involving \$75,000 or more, the AAA’s Commercial Arbitration Rules will apply. In either instance, the AAA’s Optional Rules for Emergency Measures Of Protection shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols for Domestic, Commercial Cases will apply. The JAMS rules are available at www.jamsadr.com or by calling 1-800-352-5267. This Provision governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action or representative action procedures or rules apply to the arbitration.

Because the Site, the Mobile Applications, and these Terms 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.

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 will make any award in writing but need not provide a statement of reasons unless requested by a party or if required by applicable law. Such award will be final and binding on the parties, except for any right of appeal provided by the FAA or other applicable law and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Location of Arbitration – You or The Company may initiate arbitration in either Palm Beach County, Florida, or the federal judicial district that includes your billing address.

Payment of Arbitration Fees and Costs – The Company will pay all arbitration filing fees and AAA or JAMS hearing fees, and any arbitrator's hearing fees, costs, and expenses upon your written request to the arbitrator given at or before the first evidentiary hearing in 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. In addition to any rights to recover fees and costs under applicable law, if you provide notice and negotiate in good faith with The Company as provided in the section above titled “Pre-Arbitration Claim Resolution” and the arbitrator concludes that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorney’s fees and costs as determined by the arbitrator.

Class Action Waiver

Except as otherwise provided in this Provision, 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, consolidated action, representative action, or private attorney general action) unless both you and The Company specifically agree to do so in writing following initiation of the arbitration. **If you choose to pursue your Dispute in court by opting out of the Arbitration Provision, as specified above, this Class Action Waiver will not apply to you.** Neither you, nor any other user of the Site or the Mobile Applications can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

Jury Waiver

You understand and agree that by entering into these Terms you and The Company are each waiving the right to a jury trial or a trial before a judge in a public court. In the absence of this Provision, you and The Company might otherwise have had 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). Except as otherwise provided below, those rights are waived. 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 or may also be waived.

Severability

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

Continuation

This Provision shall survive the termination of your service with The Company or its affiliates. Notwithstanding any provision in these Terms to the contrary, we agree that if The Company makes any change to this Provision (other than a change to the Notice Address), you may reject any such change and require The Company to adhere to the present language in this Provision if a dispute between us arises.

Language.

The Parties hereto have expressly required that these Terms and all documents and notices relating thereto be drafted in the English language.

General.

We prefer to advise you if we feel you are not complying with these Terms and to recommend any necessary corrective action. However, certain violations of these Terms, as determined by us, may result in immediate termination of your access to the Site and/or license to use the Mobile Applications without prior notice to you. The Federal Arbitration Act, New York state law, and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. The United Nations on Contracts for the International Sale of Goods and any laws based on the Uniform Computer Information Transactions Act (UCITA) shall not apply to these Terms. Except for Disputes subject to arbitration as described above, any disputes relating to these Terms, the Site, or the Mobile Applications will be heard in the courts located in Westchester County in the State of New York. If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. Our failure to enforce any of these Terms is not a waiver of such term. These Terms are the entire agreement between you and the Company and supersede all prior or contemporaneous negotiations, discussions, or agreements between you and the Company about the Site and the Mobile Applications. The proprietary rights,

disclaimer of warranties, representations made by you, indemnities, limitations of liability, and general provisions shall survive any termination of these Terms.

California Consumer Notice.

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: This Site and the Mobile Applications are provided by AquilaFit Inc, 104 Mount Airy Road East, Croton On Hudson NY 10520. If you have a question or complaint regarding the Site or the Mobile Applications, please contact Customer Service at onlinecustomerservice@aquila-fit.com. You may also contact us by writing AquilaFit Inc, Legal Department 104 Mount Airy Road East, Croton On Hudson NY 10520. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by post at 1625 North Market Blvd., Sacramento, CA, 95834 or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.

Contact Us.

If you have any questions about these Terms or otherwise need to contact us for any reason, you can reach us at legal@aquila-fit.com.