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# ***iFIT Terms of Use***

Last Updated December 29, 2022

Last Reviewed December 29, 2022

BY CLICKING THE “I ACCEPT” BUTTON OR THE “ACCEPT ALL COOKIES” BUTTON, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE AND ANY OTHER POLICIES AVAILABLE OR REFERENCED HEREIN INCLUDING WITHOUT LIMITATION OUR [PRIVACY POLICY](#), THE [MEMBERSHIP POLICY](#), AND [MOBILE TERMS AND CONDITIONS](#), WHICH ARE INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MUST NOT ACCESS OR USE THE IFIT SITE OR IFIT SERVICES. CERTAIN ELEMENTS OF THE IFIT SITE MAY BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS SPECIFIED FROM TIME TO TIME; YOUR USE OF THOSE ELEMENTS OF THE IFIT SITE IS SUBJECT TO THOSE ADDITIONAL TERMS AND CONDITIONS, WHICH ARE INCORPORATED INTO THESE TERMS BY THIS REFERENCE. PLEASE ENSURE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS, IN PARTICULAR WE DRAW YOUR ATTENTION TO PARAGRAPHS, 12 AND 13 WHICH SET OUT THE EXTENT OF OUR LIABILITY TO YOU AND IMPORTANT SAFETY WARNINGS. THESE TERMS CONTAIN A BINDING ARBITRATION TERM AND CLASS ACTION WAIVER.

FEEDBACK

## ***1. Acknowledgement and Acceptance of these Terms of Use.***

These iFit Terms of Use together with any guidelines, policies, rules notices, or other ancillary agreements, which are expressly incorporated by reference, including without limitation the [Privacy Policy](#), the [Membership Terms](#), and the [Mobile Terms and Conditions](#) (together the “Terms of Use”) are entered into by you (“You”, “you” or “your”) and iFIT Inc., (together with its, affiliates, partners, licensors, subsidiaries, and/or related companies, “iFIT,” “us,” “our,” or “we”).

These Terms of Use govern your access to and use of the iFIT services, the iFIT apps, [www.ifit.com](#), [www.nordictrack.com](#), [proform.com](#), or [workoutwarehouse.com](#) and any subsites linked therefrom (each, an “iFIT Site”, and collectively, the “iFIT Sites”), together with any

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## ***2. Modifications to Terms of Use.***

We may update these Terms of Use at any time. Modifications will be effective immediately on the date that they are posted to the iFIT Site (as indicated by a revised “Last Updated” date at the top of the revised Terms of Use) and apply to all access to and use of the iFIT Sites thereafter. It is important that you review updates to these Terms of Use before you use or access the iFIT Site as they are binding on you. Your continued use of the iFIT Site following the posting of revised Terms of Use means that you accept and agree to the changes.

## ***3. Prohibited Uses.***

You represent and warrant to us that you will not use any iFIT Site for any purpose that is contrary to any applicable laws, rules, or regulations in your relevant jurisdiction, or otherwise prohibited by these Terms of Use. Notwithstanding the foregoing, you agree that you will and shall not: (i) use cheats, automation software (bots), hacks, mods or any other software designed to modify the iFIT Site; (ii) use the iFIT Site, or any part thereof for any commercial purpose; (iii) use any third-party software that intercepts, "mines," or otherwise collects information from or through the iFIT Site, including any software that reads areas of RAM used by such iFIT Site to store information; (iv) modify or cause to be modified any files that are a part of the iFIT Site in any way not expressly authorized by us; (v) host, provide or develop services for an iFIT Site which may result in the downloading of iFIT data and use of iFIT data on your own networks or websites, or intercept, emulate or redirect the communication protocols used by us in any way, for any purpose, including without limitation, unauthorized play over the internet, network play, or as part of content aggregation networks or otherwise download data to your own networks and/or websites; (vi) facilitate, create or maintain a connection to any iFIT Site, including: any connection to any server that emulates, or attempts to emulate, such iFIT Site; or any connection using programs or tools not expressly approved by us, except for your personal use; (vii) disrupt or assist in the disruption of: any computer used to support the iFIT Site, or any other user's use of the iFIT Site; or (viii) For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.

## ***4. Privacy.***

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## 5. User Content

We may make message boards, blogging, profiles, bulletin boards or chat services (“**User Communication Services**”) available on iFIT Sites, either directly or through a third-party provider, that allow users to post, submit, publish, display, or transmit content, data, information, or other materials to other users, including without limitation Geolocation Data (collectively, “**User Content**”) on or through the iFIT Site.

All User Content must comply with the User Content Standards set out in these Terms of Use. All User Content will be considered non-confidential and non-proprietary. By providing any User Content, you grant us an irrevocable, perpetual, royalty-free worldwide license to use, exploit, reproduce, modify, perform, display, distribute, and otherwise disclose to third-parties any of your User Content for any purpose. This license also includes the right to sublicense your User Content to third-parties or other users.

Upon providing any User Content, you represent and warrant that: (i) you own or control all rights in and to your User Content and have the right to grant the license granted above to us; (ii) your User Content does not and will not infringe any intellectual property, contract, privacy, or contract rights of any third party; and (iii) your User Content does and will comply with these Terms of Use and the User Content Standards.

You understand and acknowledge that you are responsible for any User Content you submit or contribute, and you, not iFIT, have full responsibility for such User Content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to you or any third-party for the content or accuracy of any User Content.

## 6. User Content Standards.

When you generate User Content, you agree that your User Content will comply with the following user content standards (the “**User Content Standards**”) that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content — including, but not limited to, text, communications, software, images, sounds, data, or other information, that: (i) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including, but not limited to, sexual language of any nature directed at another individual or group of

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copyright, right of publicity or privacy, or other proprietary or contract right of any party; (iv) constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling; (v) contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third-party; (vi) impersonates any person or entity, including without limitation any of our employees or representatives; or (vii) attempts to do any of the above.

We neither endorse nor assume any liability for the contents of any material uploaded or submitted by third-party users of any iFIT Site, including, but not limited to, any unauthorized content posted by any of our employees or ex-employees. We do not pre-screen, monitor, or edit the User Content from User Communication Services. However, we and our agents have the right at their sole discretion to remove any User Content that, in our judgment, does not comply with these Terms of Use or the User Content Standards, or which is otherwise harmful, unlawful, objectionable, or inaccurate.

We are not responsible for any failure or delay in removing such User Content. Consequently, you understand that your use of an iFIT Site may result in exposure to content that you find offensive, indecent, or objectionable and you agree to hold us harmless from and against any responsibility or liability for offensive, indecent, or objectionable content and conduct, including without limitation sexually explicit content and content that violates these Terms of Use.

You hereby consent to the removal of any of your inappropriate User Content and waive any claim against us arising out of such removal of content. See "Unauthorized Use of Materials" below for a description of the procedures to be followed in the event that any party believes that content posted on an iFIT Site infringes on any patent, trademark, trade secret, copyright, right of publicity or privacy, or other proprietary right of any party.

In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of iFIT may be available to you or other authorized users of iFIT. You shall not interfere with anyone else's use and enjoyment of iFIT Site. Users who violate systems or network security may incur criminal or civil liability.

You agree that we may at any time, and at our sole discretion, terminate your iFIT membership without prior notice to you for violating these Terms of Use. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites,

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You are solely responsible for your interactions with other users. We reserve the right, but have no obligation, to monitor disputes between you and other users.

## ***7. Social Media Features.***

The iFIT Sites may provide certain social media features that enable you to: (i) link from your own or certain third-party websites to certain Content on an iFIT Site; (ii) send emails or other communications with certain Content or links to certain Content, on an iFIT Site; or (iii) cause limited portions of Content on an iFIT Site to be displayed on your own or certain third-party websites. You may use these features solely as they are provided by us, and solely with respect to the Content they are displayed with, and otherwise in accordance with these Terms of Use. The website from which you are linking must comply in all respects with the User Content Standards in these Terms of Use. We may disable any or all social media features and any links at any time without notice, in our sole discretion.

## ***8. Third Party Sites and Information.***

The iFIT Sites may contain links (including but not limited to the links provided below) to third-party websites which supply certain goods, services, or equipment not owned or controlled by us (a “**Third-Party Site**”). iFIT does not control or endorse content from such Third-Party Sites and any access by you to Third-Party Websites from an iFIT Site shall be entirely at your own risk. Links and access to these sites are provided for your convenience only. When you leave an iFIT Site to access a Third-Party Site you do so entirely at your own risk and subject to the terms and conditions (and applicable privacy policy) for such Third-Party Site. We are not responsible or liable to you, or any third-party, for the content or accuracy of any Third-Party Site. Third Party Sites may include, without limitation, the following:

- [Google Maps™ Terms of Service](#)
- [Google Privacy Policy](#)

## ***9. Consent to Receive Mobile Communications.***

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telephone dialing systems. You can opt out of promotional communications by following the “Unsubscribe” directions for emails or, if via text message, by responding STOP. Please see the [Mobile Terms and Conditions](#) for more information.

## **10. No Warranties.**

IFIT PROVIDES THE IFIT SITE ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOUR USE OF THE IFIT SITE IS AT YOUR OWN RISK. IFIT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED THAT IT IS ABLE TO EXCLUDE UNDER APPLICABLE LAW. IFIT MAKES NO REPRESENTATIONS OR WARRANTIES WITH REQUEST TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE IFIT SITE. WITHOUT LIMITING THE FOREGOING IFIT SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION WITH REGARD TO THE FOLLOWING:

- That the iFIT Site is or will be permitted in your jurisdiction;
- That the iFIT Site will be accurate, uninterrupted, or error-free;
- Concerning any Content, including User Content;
- Concerning any third party’s use of User Content that you submit;
- That the iFIT Site will meet your personal or professional needs;
- That iFIT will continue to support any feature of the iFIT Site; or
- Concerning sites and resources outside of the iFIT Site, even if linked to from the iFIT Site.

To the extent that another party may have access to or view Content on your device, you are solely responsible for informing such party of all disclaimers and warnings in these Terms of Use.

We do not guarantee that the iFIT Site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programs and platform to access the iFIT Site. You should use your own virus protection software.

You must not misuse the iFIT Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorized access to the iFIT Site, or any server, computer or database connected to the iFit



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iFIT Site will cease immediately.

## ***11. Indemnification.***

You agree to indemnify and hold iFIT and its directors, officers, employees, agents and affiliates harmless from and against all claims, expenses, liabilities, losses, costs, and expenses (including reasonable attorney's fees and costs) arising from or relating to your violation of these Terms of Use or your use of the iFIT Site, including without limitation your User Content, your use of the iFIT Site other than as expressly authorized by these Terms of Use, or your use of any information obtained from the iFIT Site.

## ***12. Limitation of Liability.***

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION OR OTHERWISE) IN RESPECT OF:

- LOSS OF PROFITS;
- BUSINESS INTERRUPTION;
- ECONOMIC OR PURE ECONOMIC LOSSES;
- LOSS OF GOODWILL OR BUSINESS;
- COMPUTER DAMAGE;
- ANY LOSSES SUFFERED AS A RESULT OF OUR FAILURE TO PROVIDE ANY PRODUCTS TO USE AS A RESULT OF ANY SHORTAGES OF SUCH PRODUCTS (OR ANY OTHER FACTOR BEING OUR REASONABLE CONTROL);
- SERVICE INTERRUPTION AND/OR ANY SYSTEM FAILURE WHICH PREVENTS OR EFFECTS YOUR USE THE IFIT SITE; OR
- ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS.

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In the event that, notwithstanding the foregoing exclusions of liability, we, or any of our respective directors, officers, employees, servants or agents is liable to you for any amounts under these Terms of Use under any theory of recovery, whether based on contract, tort (including negligence), strict liability or otherwise, our (or our affiliates', director's, officer's, employee's, servant's or agent's, as applicable) total liability shall not exceed the amounts we actually received from you for iFIT Content in the twelve (12)-months immediately preceding the date such claim arose. This section shall survive the termination of these Terms of Use.

## **13. Safety.**

The iFIT Site encourages users to participate in certain physical activities. By using the iFIT Site, or participating in such activities, you are agreeing that you have carefully read and agreed to these Terms of Use. You further acknowledge and agree that you understand the safety hazards, risks, dangers, and potential for injury associated with any physical or recreational activity. You further acknowledge and agree that you are in good health and physically fit to participate in the activities made available through the iFIT Site, that you have not been advised of any adverse health conditions by a physician, medical practitioner, or other health care provider, that you will not participate in any of the activities made available through the iFIT Site under the influence of alcohol, drugs, or any substance that could impair your ability to safely engage in the activities, and that you will only use iFIT Site in accordance with recommended uses and heed any warnings. By using the iFIT Site, or physically participating in such activities you agree to assume the risks associated with such activities. To the extent permitted by applicable law, you forever release, waive and discharge us, our subsidiaries, owners, agents, representatives, and employees from any and all liability for loss or damage, and for every claim or cause of action of any kind including, but not limited to, bodily injury, death, or property damage, arising out of your participation in the physical activities recommended by the iFIT Site.

You should consult your physician, medical practitioner, or other health care provider before engaging in any of the physical activities recommended by the iFIT Site to assess your ability to safely engage in such activities. You should not engage in any of the activities recommended by the iFIT Site if you have any medical conditions where exercise could induce adverse effects. If you are pregnant, diabetic, have a heart condition, or have any injuries, disabilities, or other medical condition, you certify that you have permission from your physician, medical practitioner, or other health care provider to begin an exercise program. You certify that you will start slowly and take care not to exceed your capabilities when exercising. You should immediately stop any



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You should always wear recommended safety equipment when participating in any activity recommended by the iFIT Site. Failure to do so may result in injuries. To reiterate your agreement above, you agree that we shall not be responsible for any injuries you sustain while participating in any activities recommended by the iFIT Site.

The Content on the iFIT Site is provided for educational and informational purposes only and is not intended as medical or nutritional advice. The information contained in the iFIT Site should not be used to diagnose or treat any illness, metabolic disorder, disease or health problem. Always consult your physician, medical practitioner, or other health care provider before beginning any nutrition or exercise program. Use of the programs, advice, and information contained in the iFIT Site is at the sole choice and risk of the user.

## 14. Contests.

From time to time, we may offer or allow anyone aged eighteen or over to participate in promotions, giveaways, contests, or sweepstakes that we or a third-party administers on our behalf (each, a **“Promotion”**) via the iFIT Site. Participation in any Promotion is subject to the official rules or guidelines governing that Promotion. We may announce rules in connection with any Promotion, but regardless of whether specific rules are announced, all such opportunities will be controlled by these Terms of Use, unless specifically superseded by Promotion-specific rules. Subject to your prior approval, we may request that you provide additional information, or authorize the use of certain biographical or other information about you in our advertising or marketing materials. If a third-party administers the Promotion, your participation may be subject to additional terms and conditions, and you should specifically read such third-party’s rules, terms of service, and privacy policies before participating. You agree that we are not responsible for such third-parties’ Promotions.

## 15. Advertisements.

From time to time, the iFIT Site may include links to third party advertisements, promotions, or other resources, solely for your convenience. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked via the iFIT Site, you do so entirely at your own risk and subject to the terms and conditions of use and/or sale of such third party.

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Utah, United States of America. The iFIT Site can be accessed from all fifty (50) states, as well as from other countries around the world. As each of these places has laws that may differ from those of Utah, by accessing the iFIT Site, both of us agree that the statutes and laws of the State of Utah, without regard to the conflicts of laws principles thereof, will apply to any and all matters and disputes arising out of or relating to your use of the iFIT Site or iFIT services.

## **17. Arbitration.**

You acknowledge and agree that, except as set forth in Appendix A hereto, iFIT may, at its sole discretion, require you to submit any dispute, claim, or controversy arising from these Terms of Use or your use of the iFIT Site, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to **final and binding arbitration under the Rules of the American Arbitration Association (“AAA”) in accordance with the Consumer Arbitration Rules (the “AAA Rules”)** then in effect, applying Utah law and not in any class, representative, or consolidated action or proceeding. You understand and agree that other rights that you would have if you went to court may be unavailable or limited in arbitration.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

The AAA Rules are available at [adr.org](https://adr.org) or by calling the AAA at [1-800-778-7879](tel:1-800-778-7879). The Federal Arbitration Act will govern the interpretation and enforcement of this section.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE IFIT SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

## **18. Choice of Venue.**

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to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction.

## ***19. No Class Actions.***

You acknowledge and agree that you may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, mass, or representative action or join as a plaintiff or claimant in a class, consolidated, mass, or representative action. Class arbitrations, mass arbitrations, class actions, private attorney general actions, and/or consolidation with other actions, lawsuits, or arbitrations are not allowed under these Terms of Use.

## ***20. Entire Agreement.***

These Terms of Use and any additional terms and conditions in respect of specific iFIT Site, including without the Privacy Policy and Intellectual Property Policy, constitute the entire agreement and understanding between us concerning the subject matter of this agreement and supersede all prior agreements and understandings of the parties with respect to that subject matter. These Terms of Use may not be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or iFIT services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with the iFIT Site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

## ***21. Severability.***

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

## ***22. Waiver.***



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# 23. Contact Information.

The iFIT Site is offered by iFIT Inc. located at 1500 South 1000 West, Logan, UT 84321. Our telephone numbers are listed on our website, depending on your location. If you notice that any user is violating these Terms of Use, please contact us at [support@ifit.com](mailto:support@ifit.com).

## Appendix A

### COUNTRY SPECIFIC TERMS

THIS APPENDIX A IS INCORPORATED IN AND EXPRESSLY MADE A PART OF THE IFIT TERMS OF USE (THE “TERMS OF USE”) ENTERED INTO BETWEEN YOU AND IFIT. FOR THE PURPOSES OF THIS APPENDIX, THE FOLLOWING TERMS MAY APPLY WITH RESPECT TO YOUR COUNTRY OF DOMICILE, AS APPLICABLE. IN THE EVENT OF A CONFLICT BETWEEN THIS APPENDIX A AND THE TERMS OF USE, THIS APPENDIX SHALL PREVAIL ONLY WITH RESPECT TO THE SUBJECT MATTER HEREIN APPLICABLE TO YOUR COUNTRY OF RESIDENCE.

Country/Jurisdiction	Supplemental Terms
United Kingdom  England, Scotland, Wales, Northern Ireland	<p><b>Rights of Third Parties:</b></p> <p>A person who is not a party to these Terms of Use shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these Terms of Use.</p> <p><b>Limitation of Liability:</b></p> <p>Nothing in the Agreement limits any liability which cannot legally be limited, including (but not limited to) liability for: (a) death or personal</p>

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	<p><b>Assignment:</b></p> <p>We may transfer our rights and obligations under these Terms of Use to another organization. We will always tell you in writing if this happens and we will ensure that the transfer will not adversely affect your rights under the contract.</p>
Canada	<p><b>Arbitration:</b></p> <p>YOU UNDERSTAND AND AGREE THAT ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING FROM THE USE OF THE SITE, THESE TERMS OF USE, OR THE IFIT SITE, INCLUDING DISPUTES ARISING FROM OR CONCERNING THEIR INTERPRETATION, VIOLATION, INVALIDITY, NON-PERFORMANCE, OR TERMINATION, TO <b>FINAL AND BINDING ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) IN ACCORDANCE WITH THE CONSUMER ARBITRATION RULES (THE “AAA RULES”)</b> THEN IN EFFECT, APPLYING UTAH LAW AND NOT IN ANY CLASS, REPRESENTATIVE, OR CONSOLIDATED ACTION OR PROCEEDING. YOU UNDERSTAND AND AGREE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY BE UNAVAILABLE OR LIMITED IN ARBITRATION.</p>
European Union  France, Spain, Ireland, Germany	<p><b>Arbitration:</b></p> <p>YOU UNDERSTAND AND AGREE THAT ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING FROM THE USE OF THE SITE, THESE TERMS OF USE, OR THE IFIT SITE, INCLUDING DISPUTES ARISING FROM OR CONCERNING THEIR INTERPRETATION, VIOLATION, INVALIDITY, NON-PERFORMANCE, OR TERMINATION, TO <b>FINAL AND BINDING ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) IN ACCORDANCE WITH THE CONSUMER ARBITRATION RULES (THE “AAA RULES”)</b></p>

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OR LIMITED IN ARBITRATION.

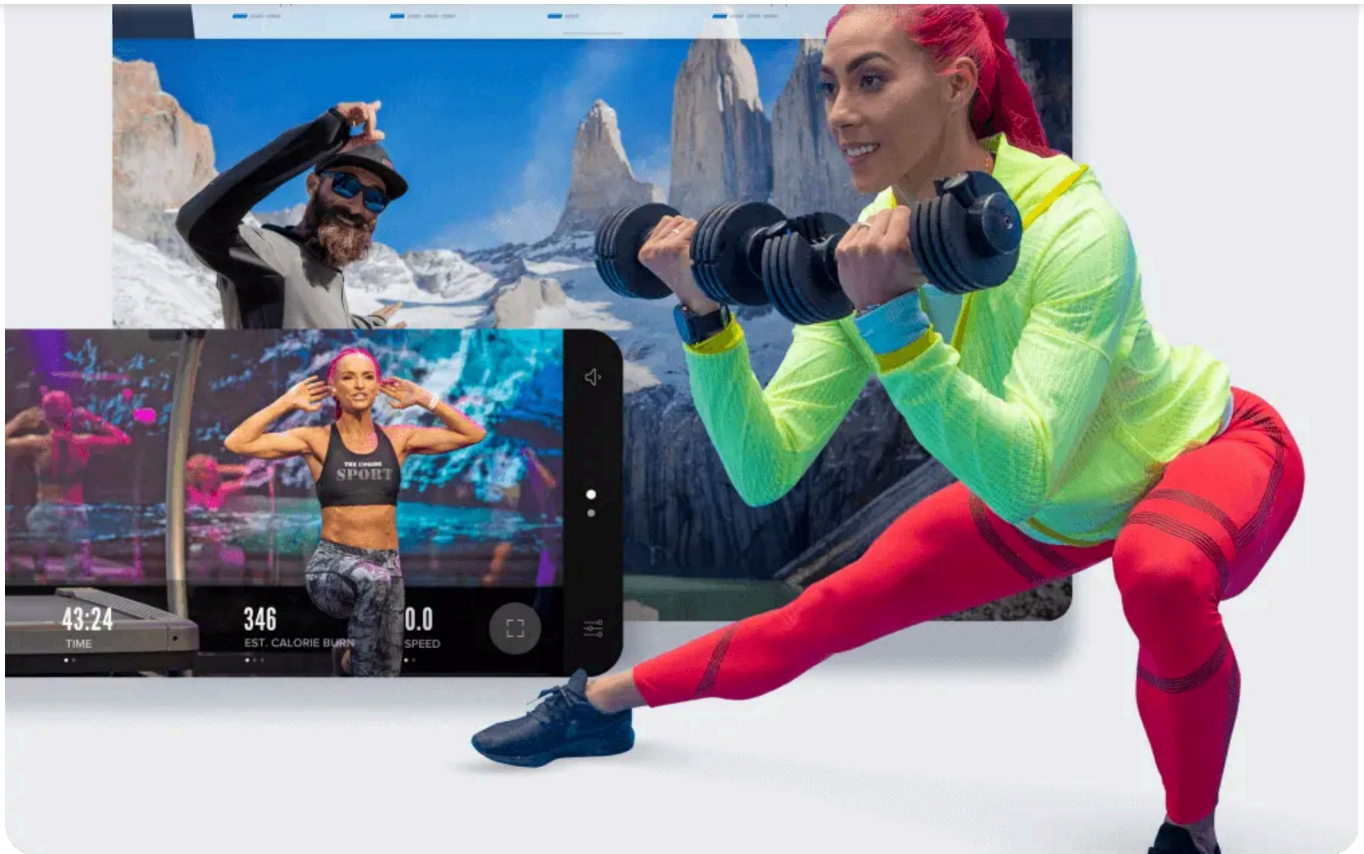
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