

TERMS OF USE

Updated October 17, 2022

USER'S ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS

These terms of use are entered into by and between You and iFIT Inc., (together with its, affiliates, partners, licensors, subsidiaries, and/or related companies, "iFIT," "us," "our," or "we"). The following terms and conditions, together with any guidelines, policies, rules notices, or other ancillary agreements, which are expressly incorporated by reference, including without limitation the **Privacy Policy** (these "Terms of Use") govern your access to and use of the iFIT websites, (each, an "iFIT Site," and, collectively the "iFIT Sites"), along with any downloadable applications, services, Content (as hereinafter defined), or interface provided by us, including iFIT Services and iFIT-controlled social media pages (including Facebook, Instagram, and Twitter), (individually, an "iFIT Service," and collectively, the "iFIT Services"). Certain iFIT Services or materials may be subject to supplemental terms and conditions; your use of those iFIT Services is subject to such additional terms and conditions, which are hereby incorporated by reference.

BY USING AN IFIT SITE OR IFIT SERVICES, YOU AGREE TO BE
BOUND BY THESE TERMS OF USE, THE **PRIVACY POLICY**, AND/OR
ANY OTHER POLICY REFERENCED HEREIN. IF YOU DO NOT WISH
TO BE BOUND BY THESE TERMS OF USE, YOU MUST DISCONTINUE
YOUR USE OF THE IFIT SITES AND IFIT SERVICES. THESE TERMS OF
USE BECOME EFFECTIVE IMMEDIATELY UPON COMMENCEMENT
OF YOUR USE OF AN IFIT SITE.

ProForm uses cookies to ensure a great user experience.

Please accept the use of cookies to continue.

Accept

responsibility to review the iFIT Sites and these Terms of Use periodically and to familiarize yourself with any modifications. Your continued use of an iFIT Site after such modifications will constitute acknowledgement and agreement to the modified Terms of Use. Notwithstanding the preceding sentences of this paragraph, no revisions to these Terms of Use will apply to any dispute between you and iFIT that arose prior to the effective date of those revisions.

SALE OF PRODUCTS

iFIT may accept orders for various fitness products, nutrition, apparel, and equipment on the iFIT Sites ("iFIT Products"). The availability of iFIT Products is not guaranteed and all prices are subject to change at any time. All purchases of iFIT Products are subject to the purchase terms of the iFIT Site for each iFIT Product, as applicable. FOR PURCHASE, SHIPPING, TAXES, WARRANTY, RECALL, AND RETURN INFORMATION, PLEASE REFER TO THE iFIT SITE FOR SUCH iFIT PRODUCT.

SITE AND SERVICES ACCESS

We reserve the sole right to modify or discontinue an iFIT Site or any portion of an iFIT Site, at any time with or without notice to you. We will not be liable to you or any third-party should we exercise such right. Any new features that alter, modify, augment, enhance, or otherwise impact iFIT Services on the iFIT Sites shall also be subject to these Terms of Use.

You understand and agree that temporary interruptions of iFIT Services available through the iFIT Sites may occur as normal events. You further understand and agree that we have no control over third-party networks you may access during your use of the iFIT Sites, and therefore, delays and disruption of other network transmissions are completely beyond our control.

LICENSE

Subject to your acceptance and compliance with these Terms of Use, we grant you a non-exclusive, non-sublicensable, revocable, non-transferable, personal license to use the iFIT Sites and the iFIT Services

expressly set forth herein, these Terms of Use grant you no rights in or to our intellectual property. The license granted in this section is conditioned on your compliance with these Terms of Use. In the event that you breach any provision of these Terms of Use, your rights under this section will immediately terminate.

OWNERSHIP OF INTELLECTUAL PROPERTY

The iFIT Sites contain copyrighted material of iFIT Inc. All Rights Reserved.

The iFIT Sites and iFIT Services, including all information, data, communications, software, photos, video, graphics, music (both sound recordings and the musical works embodied therein), sounds, and other material that can be viewed or heard by users on the iFIT Sites, including message boards, chat, and other original content ("Content") are protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and are the sole property of iFIT or its licensors. You are only permitted to use the Content as expressly authorized by us or the specific Content provider. Except for a single copy of instructional materials provided to you by iFIT and made for personal use only, you may not copy, reproduce, perform, display, modify, republish, upload, post, transmit, or distribute any or a portion of any Content or any documents or information from any iFIT Site in any form or by any means without prior written permission from us or the specific Content provider, and you are solely responsible for obtaining permission before reusing any copyrighted material that is available on an iFIT Site. For the avoidance of doubt, you are not authorized to record, reproduce, distribute or otherwise use or exploit any of music (either sound recordings or the musical works embodied therein) available on an iFIT Site for any purpose unless permitted by law or with the authorization of the copyright owners thereof. Any unauthorized use of Content appearing on an iFIT Site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties. We do not warrant or represent that your use of Content displayed on, or obtained through, an iFIT Site will not infringe the rights of third-parties.

service marks are property of their respective owners. Nothing in these Terms of Use grants you any right to use any trademark, service mark, logo, and/or the name of iFIT Inc.

The music on the iFIT Site is used without any affiliation, connection, association or endorsement between the copyright owner or featured recording artist thereof, on the one hand, and iFIT, any iFIT product or service, or any third party products or services, on the other hand.

PROHIBITED USES

You represent and warrant to us that you will not use any iFIT Site (or any portion thereof) or iFIT Service for any purpose that is against applicable local, state or federal laws, rules or regulations or otherwise prohibited by these Terms of Use. You shall not:

- Use cheats, automation software (bots), hacks, mods or any other software designed to modify an iFIT Site or iFIT Services;
- Use any iFIT Site or iFIT Service, or any part thereof for any commercial purpose;
- Use any third-party software that intercepts, "mines," or otherwise collects information from or through an iFIT Site or iFIT Service, including without limitation, any software that reads areas of RAM used by such iFIT Service to store information the Services;
- Modify or cause to be modified any files that are a part of an iFIT Site or an iFIT Service in any way not expressly authorized by us;
- Host, provide or develop matchmaking services for an iFIT Service, 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;
- Facilitate, create or maintain a connection to an iFIT Service, including without limitation (a) any connection to any server that emulates, or attempts to emulate, such iFIT Service; or (b) any connection using programs or tools not expressly approved by us, except for your personal use; or
- Disrupt or assist in the disruption of: (a) any computer used to support an iFIT Service or any game environment, or (b) any other

The iFIT Sites are intended for use by users who are eighteen (18) years of age. Any use of or access to the iFIT Sites or iFIT Services by anyone under eighteen (18) without the express permission of their parent or legal guardian is unauthorized, unlicensed and in violation of these Terms of Use. By using any iFIT Site, you represent and warrant that you are eighteen (18) or older, or that your parent or guardian has registered you on such iFIT Site and has expressly given you permission and that you agree to abide by these Terms of Use.

Subject to the laws of your country of residence, children between thirteen (13) and seventeen (17) years of age may establish and utilize an account with parent or guardian approval provided we receive the express written consent of such minor's parent or legal guardian. If you permit your minor child or legal ward (collectively, your "Child") to use an account for an iFIT Site or iFIT Services, you hereby agree to these Terms of Use on behalf of yourself and your Child, and you understand and agree that you will be responsible for all uses of the account by your Child whether or not such uses were authorized by you.

REGISTRATION DATA AND PRIVACY

In order to access certain iFIT Services on the iFIT Sites, you will be required to create an account and password that can be obtained by completing our online registration form, which requests certain information and data ("Registration Data"). By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required to keep it current, complete, and accurate. Registration is void where prohibited.

You are solely responsible for maintaining the confidentiality of your password and account and for any and all statements made and acts or omissions that occur through the use of your password and account, whether or not permitted or authorized by you. Therefore, you must take steps to ensure that others do not gain access to your password and account.

All information we obtain through your use of an iFIT Site, including

When you create an account, the default privacy setting is "public" and other members of the community may see information about your use of the iFIT Services, including things like the date you signed up; the date, statistics, and associated location of each workout that you completed; your overall workout statistics; who you are following and who is following you; how many pieces of equipment are connected to your account; etc. To change your privacy settings to "private," log in to your account and select SETTINGS under your name in the right-hand corner. Select the SETTINGS tab on the dark gray menu bar. Scroll down the page to PRIVACY and check the box in front of "My profile is private." Please note that while your account may be private, other members of the community may still find your name from searching the community and send you "follow requests" and messages.

IFIT SUBSCRIPTION TERMS

When you create an account, the default privacy setting is "public" and other members of the community may see information about your use of the iFIT Services, including things like the date you signed up; the date, statistics, and associated location of each workout that you completed; your overall workout statistics; who you are following and who is following you; how many pieces of equipment are connected to your account; etc. To change your privacy settings to "private," log in to your account and select SETTINGS under your name in the right-hand corner. Select the SETTINGS tab on the dark gray menu bar. Scroll down the page to PRIVACY and check the box in front of "My profile is private." Please note that while your account may be private, other members of the community may still find your name from searching the community and send you "follow requests" and messages.

DESCRIPTION OF SERVICES

The iFIT Services may include, but are not limited to creation, customization, management, mapping, geolocation, routing, tracking, and analysis of your workouts, video workouts, support, and other like services. You are responsible for providing, at your own expense, all equipment necessary to use the iFIT Services, including without limitation the iFIT equipment and accessories of your choosing, an

function of your equipment and your use of the iFIT Services to improve the iFIT Services we provide.

iFIT may record your geolocation data and may upload this geolocation data to your profile when synced with your account. This data may be date stamped and available for public display if your profile has not been set to the "My profile is private" setting. For more details on changing your Privacy Settings, please see section 9 (Registration Data and Privacy) and the <u>Privacy Policy</u>.

FEES; PAYMENT; BILLING

Upon enrollment, you will select either a monthly payment option ("Monthly Payment Option") or an annual payment option ("Annual Payment Option"). You expressly agree that we are authorized to charge the monthly or annual fee for your subscription, at the currently advertised rate, together with any other costs, taxes, or incidental charges you incur in connection with your use of the iFIT Services ("Membership Fees"), to your chosen payment method. Please note that Membership Fees are subject to change with notice to your email address associated with your account. It is your responsibility to ensure that the email address associated with your account is correct and that your email account will receive emails from us.

The Membership Fee will be billed to your payment method on the first day of your subscription (the "Start Date") and then on the corresponding calendar day at each subsequent billing interval (month, or year, as agreed upon during registration) thereafter (the "Bill Date") during your Commitment Period. In the event your subscription began on a day not contained in a given month, we will bill your payment method on the last day of the month following your Start Date. For example, if your Start Date was May 31st, and you are on a monthly payment schedule, your next Bill Date is June 30th. As used in herein, a "bill" shall indicate either a charge or debit, as applicable, to your payment method.

You authorize us to bill your payment method for Membership Fees on your Bill Date and to update and retain information about the payment

attorneys' fees or collection costs incurred in connection with obtaining payment from you. Each time you make a purchase through iFIT, you reaffirm that (i) we are authorized to bill your designated payment method; (ii) we may submit Membership Fees incurred under your account for payment; and (iii) you will be responsible for such Membership Fees, even if your membership is canceled or terminated subsequent to your purchase. You are responsible for all Membership Fees incurred under your account made by you or anyone who uses your account (including, but not limited to, your children, family or friends). After thirty (30) days from the date of any unpaid charges, your account will be deemed delinquent and we may terminate or suspend your account for nonpayment.

To view your billing information, sign in to your account and visit the "ACCOUNT BILLING" tab of your "SETTINGS" page to see the commitment period and renewal date. For certain payment methods, the issuer of your payment method may charge you a foreign transaction fee or related charges. Check with your bank and credit card issuers for details.

MONTLY MEMBERSHIP FEES ARE NOT REFUNDABLE. ANNUAL MEMBERSHIP FEES ARE REFUNDABLE ONLY IF CANCELED WITHIN THIRTY (30) DAYS OF THE ORIGINAL PURCHASE OR TRIAL DATE, AS PROVIDED HEREIN. TO CANCEL YOUR ACCOUNT DURING SUCH THIRTY (30)-DAY PERIOD, YOU MAY (1) SIGN IN TO YOUR ACCOUNT, GO TO "SETTINGS", CLICK ON "MEMBERSHIP PLAN", CLICK THE "MANAGE MY MEMBERSHIP" BUTTON, CLICK THE "CONTINUE TO END MEMBERSHIP" BUTTON, CLICK THE "CONTINUE TO END MEMBERSHIP" BUTTON, CLICK THE "CONTINUE TO END MEMBERSHIP" BUTTON, CLICK THE "END MEMBERSHIP" BUTTON, OR CALL (866) 608-1798 DURING REGULAR BUSINESS HOURS.

If you believe that you have been billed in error or have other billing inquiries, please notify us within thirty (30) days of the billing date by contacting (866) 608-1798. We will not issue credits or refunds after the thirty (30) day period has passed, except where required by applicable

UNLESS YOU CANCEL YOUR ACCOUNT OR NOTIFY US PRIOR TO THE EXPIRATION OF YOUR COMMITMENT PERIOD THAT YOU DO NOT WISH TO RENEW YOUR SUBSCRIPTION, YOUR IFIT SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR AN ADDITIONAL MONTH, OR ONE (1) YEAR PERIOD, AS APPLICABLE, TO YOUR INITIAL COMMITMENT PERIOD ("THE RENEWAL TERM"), AND YOU AUTHORIZE US TO BILL THE THEN-APPLICABLE MEMBERSHIP FEE AND ANY TAXES TO THE PAYMENT METHOD WE HAVE ON RECORD FOR YOU. WE RESERVE THE RIGHT TO DECLINE TO RENEW YOUR MEMBERSHIP IN OUR SOLE DISCRETION, WITHOUT ANY LIABILITY.

TO CANCEL YOUR ACCOUNT, YOU MAY (1) SIGN IN TO YOUR ACCOUNT, GO TO "SETTINGS", CLICK ON "MEMBERSHIP PLAN", CLICK THE "MANAGE MY MEMBERSHIP" BUTTON, CLICK THE "CONTINUE TO END MEMBERSHIP" BUTTON, CLICK THE "CONTINUE TO END MEMBERSHIP" BUTTON, CLICK THE "END MEMBERSHIP" BUTTON, OR (2) CALL (866) 608-1798 DURING REGULAR BUSINESS HOURS.

VIRTUAL ITEMS

You acknowledge that the iFIT Service may include a component of virtual goods, property, items or fictional credits or (collectively, "Virtual Items"). Virtual Items may be used exclusively within the iFIT Service to gain access to and certain limited rights for use within certain features of the iFIT Services. Virtual Items represent a limited license right governed solely under these Terms of Use, and are not redeemable for any sum of money or monetary value at any time. Virtual Items provided by us include only a limited license right to use Virtual Items. Other than a limited, personal, revocable, non-transferable license to use Virtual Items on and in the iFIT Service, including in or for any games, you agree that you have no right, title or ownership in or to any such Virtual Items. YOU ACKNOWLEDGE AND AGREE THAT VIRTUAL ITEMS HAVE NO CASH VALUE AND THAT NEITHER WE NOR ANY OTHER PERSON OR ENTITY HAS ANY OBLIGATION TO EXCHANGE YOUR VIRTUAL ITEMS FOR ANYTHING OF VALUE, INCLUDING WITHOUT

ITEMS AND YOUR ACCOUNT SHALL BE VOID AND HAVE NO VALUE.

We may charge fees for the right to access or use Virtual Items, and/or may distribute Virtual Items without charge, in our sole discretion. For example, we may, as a promotion or benefit of membership, provide users with a certain amount of Virtual Items based upon the completion of an activity (e.g., watching a video advertisement). You acknowledge and agree that we may revise or take action that impacts the perceived value of or pricing for any Virtual Items at any time except as may be stated in writing. All purchases of Virtual Items are final and under no circumstances will be refundable, transferable or exchangeable.

iFIT has the absolute right to manage, regulate, control, modify and/or eliminate such Virtual Items as it sees fit in its sole discretion, and we shall have no liability to you or anyone else for the exercise of such rights. For example, Virtual Items may be lost, deleted from your account, or forfeited when/if your account is terminated, suspended or closed for any reason or when we discontinue any part of the iFIT Services.

PROMOTIONAL TRIAL MEMBERSHIPS

From time to time, we may offer certain customers various trial or other promotional memberships, which are subject to these terms and conditions except as otherwise stated in the trial or promotional offer. We may limit the number of promotions for which you may be eligible in any given period, in our sole discretion.

iFIT SLEEP SENSOR AND iFIT SLEEP APP

By purchasing, downloading and using the iFIT Sleep Sensor and iFIT Sleep app, you also agree to be bound by the EarlySense <u>Terms of Use</u>.

USER CONTENT

We may make message boards, blogging, profiles, bulletin boards or chat Services ("User Communication Services") available in iFIT and iFIT sites, either directly or through a third-party provider, that allow users to post, submit, publish, display, or transmit content or materials to other users

and iFIT Services will be considered non-confidential and non-proprietary. By providing any User Content via the iFIT Services and iFIT Services, you grant us an irrevocable, perpetual, royalty-free worldwide license to use, 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.

You represent and warrant that (1) you own or control all rights in and to your User Content and have the right to grant the license granted above to us; (2) your User Content does not and will not infringe any intellectual property, contract, privacy or contract rights of any third party, and (3) your User Content does and will comply with these Terms of Use and the User Content Standards set forth below.

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

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:

- 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 a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
- victimizes, harasses, degrades, or intimidates an individual or group

party;

- 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;
- 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;
- impersonates any person or entity, including without limitation any of our employees or representatives; or
- 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

of iFIT or iFIT Services. 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 subscription 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, including cooperating with law enforcement authorities in investigating suspected criminal violations.

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.

SOCIAL MEDIA FEATURES

The iFIT Sites may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain Content on an iFIT Site.
- Send emails or other communications with certain Content or links to certain Content, on an iFIT Site.
- 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.

THIRD-PARTY SITES AND INFORMATION

The iFIT Sites may contain links 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

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.

UNAUTHORIZED USE OF MATERIALS

Subject to our <u>Privacy Policy</u>, any communication or material that you transmit to an iFIT Site or to us, whether by electronic mail, post, or other means, for any reason, will be treated as non-confidential and non-proprietary. While you retain all rights in such communications or material, you grant us and our agents and affiliates a non-exclusive, paidup, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such material for any purpose regardless of the form or medium (now known or not currently known) in which it is used.

Please do not submit confidential or proprietary information to us unless we have mutually agreed in writing otherwise. We are also unable to accept your unsolicited ideas or proposals, so please do not submit them to us in any circumstance.

We respect the intellectual property of others, and we ask you to do the same. If you or any user of an iFIT Site believes its copyright, trademark or other property rights have been infringed by a posting on any iFIT Site, you or the user should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must:

- Identify in sufficient detail the copyrighted work that you believe has been infringed upon or other information sufficient to specify the copyrighted work being infringed).
- Identify the material that you claim is infringing the copyrighted work listed in item #1 above.
- Provide information reasonably sufficient to permit us to contact you (email address is preferred).
- Provide information, if possible, sufficient to permit us to notify the owner/administrator of the allegedly infringing webpage or other content (email address is preferred).
- Include the following statement: "I have a good faith belief that use of the copyrighted materials described above as allegedly infringing

copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."

- Sign the paper.
- Send the written communication to the Designated Agent:

ATTN: Legal Department iFIT Inc. 1500 South 1000 West Logan, UT, 84321

You acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may immediately remove the identified materials from our Site without liability to you or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act.

MOBILE SERVICES; CONSENT TO RECEIVE MOBILE COMMUNICATIONS

The iFIT Sites may include certain iFIT Services that are available via your mobile phone, including without limitation (i) the ability to upload content to via your mobile phone ("Mobile Uploads"), (ii) the ability to receive and reply to messages, and to write comments using text messaging ("Mobile Texts"), (iii) the ability to browse the iFIT Sites from your mobile phone ("Mobile Web"), and (iv) the ability to access certain iFIT Services through a mobile application you have downloaded and installed on your mobile phone, if applicable, (collectively the "Mobile Services"). We do not charge for these Mobile Services. However, your carrier's normal messaging, data and other rates and fees will still apply. You should check with your carrier to find out what plans are available and how much they cost. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. Therefore, you should check with your carrier to find out if the Mobile Services are available for your mobile devices, and what restrictions, if any, may be applicable to your use of such Mobile Services. By using the Mobile Services, you agree that we may communicate with you regarding iFIT Services by SMS, MMS, text message or other electronic means to valir mabile device and that cortain information about valir uses of the

ProForm uses cookies to ensure a great user experience.

Please accept the use of cookies to continue.

MOBILE TERMS AND CONDITIONS

Effective Date: 11/30/2021

DESCRIPTION OF MOBILE SERVICES; CONSENT TO RECEIVE MOBILE COMMUNICATIONS.

The iFIT Sites may include certain iFIT Services that are available via your mobile phone, including without limitation (i) the ability to upload content to via your mobile phone ("Mobile Uploads"), (ii) the ability to receive and reply to SMS (Short Message Service) and MMS (Multimedia Message Service) text alerts, and to write comments using text messaging ("Mobile Texts"), (iii) the ability to browse the iFIT Sites from your mobile phone ("Mobile Web"), and (iv) the ability to access certain iFIT Services through a mobile application you have downloaded and installed on your mobile phone, if applicable, (collectively the "Mobile Services"). We do not charge for these Mobile Services. However, your carrier's normal messaging, data and other rates and fees will still apply. You are solely responsible for all message and data charges that you incur. You should check with your carrier to find out what plans are available and how much they cost. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. Therefore, you should check with your carrier to find out if the Mobile Services are available for your mobile devices, and what restrictions, if any, may be applicable to your use of such Mobile Services. To enroll to receive Mobile Texts, you must provide your mobile phone number or send us a designated short-code from your mobile phone. By enrolling to receive Mobile Texts, you agree to these terms and conditions. You may be asked to verify your phone number, which will require that you respond to a text alert sent to your mobile phone confirming that you would like to enroll in this program. You acknowledge that by enrolling to receive Mobile Texts, text alerts with information about iFIT Services will be sent to the mobile phone number you provided. The frequency of the texts that we sent you will vary. You may opt out of receiving our Mobile Texts at any time as explained below.

GENERAL TERMS

ProForm Terms of Use | ProForm Canada

mobile number is only used to send you the messages that you requested and not for any other purpose.

- If you signed up through an iFIT webpage, your number will be added to your customer profile and may be used as discussed in this privacy policy.
- Message and data rates may apply.
- By opting in to a texting program, you agree to receive recurring automated promotional and personalized marketing text (e.g. SMS and MMS) messages (e.g. cart reminders) from NordicTrack, including messages that may be sent using an automatic telephone dialing system, to the mobile telephone number you provided when signing up or any other number you designate. Consent to receive automated marketing text messages is not required as a condition of purchasing any goods or services.
- Message frequency will vary. NordicTrack reserves the right to alter
 the frequency of messages sent at any time, so as to increase or
 decrease the total number of sent messages. NordicTrack also
 reserves the right to change the short code or phone number from
 which messages are sent and we will notify you when we do so.
- STOP: You can stop text messages at any time from each of the programs below by texting STOP, END, CANCEL, UNSUBSCRIBE or QUIT to the program number. You will receive a confirmation text from that program. You acknowledge that our text message platform may not recognize and respond to unsubscribe requests that do not include the STOP, END, CANCEL, UNSUBSCRIBE or QUIT keyword commands and agree that NordicTrack and its service providers will have no liability for failing to honor such requests. If you unsubscribe from one of our text message programs, you may continue to receive text messages from NordicTrack through any other programs you have joined until you separately unsubscribe from those programs.
- HELP: Text the keyword HELP to the program number to return customer care contact information.
- By signing up, you are confirming that you are over the age of 13.

AVAILABLE TEXTING PROGRAMS

 For additional information about NordicTrack Deals messages, email <u>support@attentivemobile.com</u> or call 1-844-293-7265.

2. Pro-Form Deals:

- Receive special text offers and deals from Pro-Form ("Pro-Form Deals") through your mobile device.
- For additional information about Pro-Form Deals messages, email <u>support@attentivemobile.com</u> or call 1-844-293-7265.

3. iFIT Perks:

- Receive special text offers and deals from iFIT ("iFIT Perks")
 through your mobile device.
- For additional information about iFIT Perks messages, text HELP or call (866) 608-1798.

4. Member Care:

- Receive status updates on orders and help tickets from iFIT member care alerts ("Member Care").
- For additional information about Member Care messages, text HELP, visit <u>my.ifit.com</u>, or call 1-800-862-3348.

SUPPORTED CARRIERS

AT&T, Sprint, T-Mobile®, Verizon Wireless, Boost, Cricket, MetroPCS, U.S. Cellular, Virgin Mobile, ACS Wireless, Appalachian Wireless, Bluegrass Cellular, Carolina West Wireless, Cellcom, C-Spire Wireless (formerly Cellsouth), Cellular One of East Central Illinois, Cincinnati Bell Wireless, Cross (dba Sprocket), Duet IP, Element Mobile, EpicTouch, GCI Communications, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri Cellular), Illinois Valley Cellular, Immix (Keystone Wireless / PC Management), Inland Cellular, iWireless, Mobi PCS (Coral Wireless LLC), Mosaic, MTPCS / Cellular One (Cellone Nation), Nex-Tech Wireless, nTelos, Panhandle Telecommunications, Peoples Wireless, Pioneer, Plateau, Revol Wireless, Rina - Custer, Rina - All West, Rina -Cambridge Telecom Coop, Rina - Eagle Valley Comm, Rina - Farmers Mutual Telephone Co, Rina - Nucla Nutria Telephone Co, Rina - Silver Star, Rina - South Central Comm, Rina - Syringa, Rina - UBET, Rina -Manti, South Canaan / Cellular One of NEPA, Thumb Cellular, Union Wireless, United, Viaero Wireless, West Central Wireless, Leaco,

Our Mobile Text programs are offered on an "as is" basis. They may not be available in all areas at all times and may not work in the event of a coverage or other service change by your wireless carrier. We may discontinue or change our Mobile Text programs at any time without notice.

We take your privacy seriously. Please visit our <u>Privacy Policy</u> to learn more

DISCLAIMER OF WARRANTIES

ALL MATERIALS AND SERVICES ON THE IFIT SITES ARE PROVIDED. ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTIES OF TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE IFIT SERVICES AND MATERIALS WILL MEET YOUR REQUIREMENTS, (B) THE IFIT SERVICES AND MATERIALS WILL BE UNINTERRUPTED. TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE IFIT SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY YOU FROM AN IFIT SITE FROM US, OUR AFFILIATES. OR THIRD-PARTIES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

THE IFIT SITES COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE MATERIALS AND SERVICES ON THE IFIT SITES AT ANY TIME, INCLUDING, BUT NOT LIMITED TO, THE PRICES AND DESCRIPTIONS OF ANY IFIT SERVICES LISTED HEREIN, AT ANY TIME WITHOUT NOTICE. THE MATERIALS OR SERVICES ON THE IFIT SITES MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH MATERIALS OR SERVICES.

AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

Through your use of the iFIT Sites, you may have the opportunities to engage in commercial transactions with other users and/or third-party vendors. You acknowledge that all transactions relating to any merchandise or services offered by any party, including, but not limited to, the purchase terms, payment terms, warranties, guarantees, maintenance and delivery terms relating to such transactions, are agreed to solely between the seller or purchaser of such merchandise and services and you. WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH ANY IFIT SITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCTS, SERVICES, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH ANY IFIT SITE FROM A THIRD-PARTY IS PROVIDED SOLELY BY SUCH THIRD-PARTY, AND NOT BY US OR ANY OTHER OF OUR AFFILIATES.

Content available through the iFIT Sites often represents the opinions and judgments of an information provider, iFIT Site user, or other person or entity not connected with us. We do not endorse, nor are we responsible for the accuracy or reliability of, any opinion, advice, or statement made by anyone, including without limitation our exemployees, other than an authorized iFIT Inc. spokesperson speaking in his/her official capacity.

You understand and agree that iFIT Services available on the iFIT Sites are provided "AS IS" and that we assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user information or personalized settings.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE

IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF AN IFIT SITE, IFIT SERVICE, USER CONTENT, OR OF ANY WEBSITE REFERENCED OR LINKED TO FROM AN IFIT SITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD-PARTY GOODS AND SERVICES OFFERED THROUGH ANY IFIT SITE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH ANY IFIT SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

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, 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 LESSER OF THE AMOUNT OF ONE HUNDRED DOLLARS (\$100.00), OR THE AMOUNTS WE ACTUALLY RECEIVED FROM YOU FOR IFIT SERVICES IN THE TWELVE (12)-MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM. ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE WEBSITE OR ANY PORTION THEREOF MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. IN THE EVENT THAT YOUR JURISDICTION. PROHIBITS THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS SECTION SHALL

THE IFIT SITES ENCOURAGE USERS TO PARTICIPATE IN CERTAIN PHYSICAL ACTIVITIES. BY USING AN IFIT SITE AND/OR IFIT SERVICES, OR PARTICIPATING IN SUCH ACTIVITIES, YOU ARE AGREEING THAT YOU HAVE CAREFULLY READ AND AGREED TO THESE TERMS. 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 SITES, 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 ANY IFIT SITE UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR ANYTHING THAT COULD IMPAIR YOUR ABILITY TO SAFELY ENGAGE IN THE ACTIVITIES, AND THAT YOU WILL ONLY USE IFIT SERVICES AND PRODUCTS IN ACCORDANCE WITH THEIR RECOMMENDED USES AND HEED ANY WARNINGS ASSOCIATED WITH ALL IFIT SERVICES AND PRODUCTS. BY USING THE IFIT SITES, THE IFIT SERVICES, 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 SITES.

HEALTH AND SAFETY WARNING

YOU UNDERSTAND THAT THE IFIT SERVICES ARE INTENDED TO BE USED IN CONNECTION WITH ATHLETIC AND FITNESS ACTIVITIES. YOU EXPRESSLY AGREE THAT ENGAGING IN ATHLETIC OR FITNESS ACTIVITIES AS PART OF THE IFIT SERVICES CARRY

OR IN PART BY THE ACTION, INACTION OR NEGLIGENCE OF IFIT OR OTHERS. YOU ALSO EXPRESSLY AGREE THAT IFIT DOES NOT ASSUME RESPONSIBILITY FOR THE INSPECTION, SUPERVISION, PREPARATION, OR CONDUCT OF ANY RACE, COMPETITION, CONTEST, GROUP INTERACTION, GATHERING, OR EVENT THAT UTILIZES THE SERVICES.

YOU SHOULD CONSULT YOUR PHYSICIAN, MEDICAL PRACTIONER, OR OTHER HEALTH CARE PROVIDER BEFORE ENGAGING IN ANY OF THE PHYSICAL ACTIVITIES RECOMMEND BY THE IFIT SITES OR IFIT SERVICES TO ASSESS YOUR ABILITY TO SAFELY ENGAGE IN SUCH ACTIVITIES, YOU SHOULD NOT ENGAGE IN ANY OF THE ACTIVITIES RECOMMENDED BY THE IFIT SITES 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 PRACTIONER, 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 ACTIVITY THAT CAUSES YOU TO BECOME DIZZY, DEHYDRATED, OR OTHERWISE AFFECTS YOUR BODY'S ABILITY TO FUNCTION NORMALLY, YOU SHOULD ALWAYS WEAR RECOMMENDED SAFETY EQUIPMENT WHEN PARTICIPATING IN ANY ACTIVITY RECOMMENDED BY THE IFIT SITES. 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 SITES OR IFIT SERVICES. YOU AGREE AND UNDERSTAND THAT IF YOU ARE INJURED WHILE EXERCISING, YOU WILL BE SOLELY RESPONSIBLE FOR ALL MEDICAL COSTS, DAMAGES, AND OUT-OF-POCKET EXPENSES. AND ANY CLAIMS MUST BE SATISFIED THROUGH YOUR PERSONAL HEALTH INSURANCE OR ASSETS.

nutritional advice. The information contained in the iFIT Sites 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 Sites is at the sole choice and risk of the user.

INDEMNIFICATION

You shall defend, indemnify, and hold iFIT and its respective directors, officers, employees, and agents harmless from all demands, actions, investigations, damages, claims, liabilities, whether actual or threatened, and all losses and expenses, including, but not limited to, attorneys' fees that iFIT incurs or is required to pay, arising from your use or misuse of an iFIT Site or iFIT Service, violation of these Terms of Use, or actual or threatened claim that your User Content infringes any patent, trademark, trade secret, copyright, right of publicity or privacy, or other proprietary or contract right of any party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. This indemnification shall survive the termination of these Terms of Use or iFIT Services.

ASSIGNMENT

We may assign, sell, or transfer our rights and obligations under this Agreement, in whole or in part, to any person or entity at any time without your consent, including our rights to payment under this Agreement. You may not assign your rights to use the any iFIT Site or iFIT Service without our express consent.

SWEEPSTAKES/CONTESTS

From time to time we may offer or allow you to participate in promotions, giveaways, contests or sweepstakes that we or a third-party administers on our behalf (each, a "Promotion") via the iFIT Sites or iFIT Services.

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,

additional information, to sign a release, or to 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.

ADVERTISEMENTS

From time to time, the iFIT Sites and iFIT Services may include advertisements offered by third-parties. You may enter into correspondence with or participate in promotions of the advertisers showing their products on the iFIT Sites. Any such correspondence or promotions, including without limitation the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between you and the advertiser. We assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

INTERNATIONAL USE

Although the iFIT Sites and iFIT Services may be accessible worldwide, we make no representation that materials on the iFIT Sites are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access the iFIT Sites from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, Service, and/or information made in connection with the iFIT Sites is void where prohibited.

EXPORT CONTROLS

The Content contained in or utilized by iFIT Services may not be reexported, downloaded or otherwise exported into any country against
which the U.S. Government maintains comprehensive economic
sanctions or to anyone on the U.S. Treasury Department's list of Specially
Designated Nationals and Blocked Persons or the U.S. Commerce
Department's Denied Persons List or Entity List. Additionally, we are also

ATTORNEYS' FEES

In the event any litigation, action, or arbitration is brought by us in connection with these Terms of Use or your use of the iFIT Services, iFIT shall be entitled to recover from you its costs and other expenses, including reasonable attorneys' fees, incurred by us in such litigation, action, or arbitration.

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, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed under these Terms of Use.

TERMINATION OF USE

You agree that we may, in our sole discretion, terminate or suspend your access to any or all of the iFIT Sites with or without notice and for any reason, including without limitation breach of these Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities. Upon termination or suspension, regardless of the reasons therefore, your right to use the iFIT Services and the iFIT Sites shall immediately cease, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the iFIT Sites. We shall not be liable to you or any third-party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection with such termination or suspension.

GOVERNING LAW

The iFIT Sites (excluding any linked sites) and iFIT Services are controlled by us from our offices within the State of Utah, United States of America. The iFIT Sites and iFIT Services can be accessed from all fifty (50) states, as well as from other countries around the world. As each of these places

ProForm uses cookies to ensure a great user experience.

Please accept the use of cookies to continue.

Services available through the iFIT Sites. With respect to any disputes or claims not subject to arbitration (as set forth below), you agree to commence or prosecute any action in connection therewith in the State of Utah, Cache County, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction.

ARBITRATION

You acknowledge and agree that iFIT may, at its sole discretion, require you to submit any disputes arising from the use of these Terms of Use or the iFIT Sites, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Utah law.

ENTIRE AGREEMENT

These Terms of Use 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 Sites or iFIT Services is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

MISCELLANEOUS

You may not assign your rights and obligations under these Terms of Use to any party, and any purported attempt to do so will be null and void. We may freely assign our rights and obligations under these Terms of Use. In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and iFIT Services available through the iFIT Sites arising from any event beyond

whether or not similar to those which are enumerated above. 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. Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

GOOGLE

Google Maps™ Terms of Service

Google Privacy Policy

CONTACT INFORMATION

Except as explicitly noted on an iFIT Site, the iFIT Services available through the iFIT Sites are offered by iFIT Inc. located at 1500 South 1000 West, Logan, UT 84321. Our telephone number is (866) 608-1798. If you notice that any user is violating these Terms of Use, please contact us at support@ifit.com.