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## **NordicTrack**

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Updated 14 August, 2024

User's acknowledgment and acceptance of terms

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- 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 user's use of an iFIT Site or an iFIT Service.

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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 tegal 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 again access to your password and account.

All information we obtain through your use of an iFIT Site, including without limitation your Registration Data, is subject to our Privacy Policy, which is hereby incorporated by reference into these Terms of Use.

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; 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.

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When you enroll in an iFIT subscription, whether in person, via phone, on www.ifit.com or another of iFIT's sites ("iFIT"), and are a paying member in good standing, you will receive full access to iFIT's virtual coaching, activity, fitness and wellness services ("iFIT Services") for the duration of the subscription period selected by you during registration (the "Commitment Period"). Your Commitment Period may be month-to-month or twelve (12), eighteen (18), or thirty-six (38) months, depending on your agreement. The following terms shall apply to your iFIT use and subscription during your Commitment Period and any subsequent Renewal Term (as hereinafter defined).

## 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 internet-enabled browsing device (i.e., a computer, tablet, or other device), and Internet access (including, but not limited to, payment of all fees associated with such access). The iFIT Services track and record the 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 Privacy Policy.

### Fees: Payment: Billin

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 method associated with your account during your Commitment Period and any Renewal Term. If we do not receive payment from your designated payment method on your Bill Date, you agree to pay all. Membership Fees and amounts due upon demand by us, plus any 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 thembership 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 beat and and the property of the page of the page

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, 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 law.

# Automatic Renewa

UNLESS YOU CANCEL YOUR ACCOUNT OR NOTIFY US AT LEAST TWENTY FOUR (24) HOURS 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, ONE (1) YEAR, OR TWO (2) YEAR PERIOD, AS APPLICABLE, FOR THE SAME DURATION AS 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 "ACCOUNT BILLING", AND CLICK THE "DOWNGRADE" BUTTON, OR (2) CALL (866) 608-1798 DURING REGULAR BUSINESS HOURS.

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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 API

By purchasing, downloading and using the iFIT Sleep Sensor and iFIT Sleep app, you also agree to be bound by the EarlySense Privacy Policy and Terms of Use.

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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 (collectively, "User Content").

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- victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability:
- infringes on any patent, trademark, trade secret, copyright, right of publicity or privacy, or other proprietary or contract right of any 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

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- Cause limited portions of Content on an iFIT Site to be displayed on your own or certain third-party websites.

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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 is not authorized by the copyright owner, its agent, or the law."
- Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the 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 8433

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.

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Registration Data to ensure that your messages are not sent to the person that acquires your old number.

Mobile Terms and Conditions

Effective Date: 2/7/2019

- Receive special text offers and deals from iFit ("iFit Perks") through your mobile device. TEXT IFIT to 97836 to receive 1–10 text messages per month with
- Receive status updates on orders and help tickets from lfit member care alerts ("Member Care"). Text CARE to 79691 to receive 1-10 text messages per month (actual message frequency may vary) with important updates and quality assurance surveys. Message and data rates may apply.
- By opting in to this service, you consent to receive mobile text alerts using an automatic telephone dialing system. Consent to receive marketing text messages is not required as a condition of purchasing any goods or services.
- By signing up, you are confirming that you are over the age of 13.

STOP Informatio

iFIT Perks: Text STOP to 97836 to stop receiving iFIT Perks messages from iFIT (you will receive a confirmation text).

Member Care: Text STOP to 79691 to stop receiving Member Care messages f from iFIT (you will receive a confirmation text).

**HELP Information** 

iFIT Perks: For additional information about iFIT Perks messages, text HELP to 97836 or contact (866) 608-1798.

 $Member \ Care: For additional information about \ Member \ Care \ messages, text \ HELP \ to \ 79691, visit \ my. if it.com, or contact \ 1-800-862-3348$ 

Supported carriers are

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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 UNDOEST THESE TERMS OF USE UNDER ANY THEORY OF RECOVERY, WHETHER BASED ON CONTRACT, TORIT, STRICT LIABILITY OR OTHERWISE, OUR (OR OUR AFFILIATES, DIRECTOR'S, OFFICER'S, EMPLOYEE'S, SERVANTS OR AGENTS, 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 PRECEIDING 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 filled within one (1) year after such claim or cause of action arising out of or related to use of the Website or ANY PORTION THEREOF must be filled within one (1) year after such claim or cause or to 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 SURVIVE THE TERMINATION OF THESE TERMS OF USE OR IFIT SERVICES

ASSUMPTION OF RISH

THE IFIT SITES ENCOURAGE USERS TO PARTICIPATE IN CERTAIN PHYSICAL. ACTIVITIES, BY USING AN IFIT SITE AND/OR IFIT SERVICES, OR PARTICIPATINO 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 NOTLY USE INTO SERVICES AND PRODUCTS IN ACCORDANCE WITH THEIR RECOMMENDED USES AND HEED ANY WARNINGS ASSOCIATED WITH ALL IFIT SERVICES AND PRODUCTS. BY USING THE IFIT SITE SITE 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 POREVER RELEASE, WAVE AND DISCHARGE US, OUR SUBSIDIARIES, OWNERS, AGENTS, REPRESENTATIVES, AND BRIPLOYEES 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.

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 $YOU \ UNDERSTAND \ THAT \ THE \ iFIT SERVICES \ ARE \ INTENDED \ TO \ BE \ USED \ IN CONNECTION WITH \ ATHLETIC \ AND FITNESS \ ACTIVITIES. \ YOU \ EXPRESSLY$ 

AGREE THAT ENGAGING IN ATHLETIC OR FITNESS ACTIVITIES AS PART OF THE IFIT SERVICES CARRY CERTAIN INHERENT AND SIGNIFICANT RISKS OF PROPERTY DAMAGE, BODILY INJURY OR DEATH AND THAT YOU VOLUNTARILY ASSUME ALL KNOWN AND UNKNOWN RISKS ASSOCIATED WITH THESE ACTIVITIES EVEN IF CAUSED IN WHOLE 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.

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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.

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countries and/or individuals. You represent and warrant that you are not located in, under the control of, or a national or resident of any such country, or on any
such list.

# 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 ACTION

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 reason stherefore, 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 repeating perspension.

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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.

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