Terms and Conditions of Agreement

These Terms and Conditions ("**Terms**") are a binding and legal agreement between you and Fit Group USA, LLC (the "**Fit Group**") and govern your use of the Fit Group Mobile Application ("**Mobile App**"), platform, software applications, and affiliated content to sign up for instruction opportunities (each, an "**Instruction Opportunity**").

PLEASE BE ADVISED: THESE TERMS CONTAIN PROVISIONS THAT GOVERN HOW CLAIMS BETWEEN YOU AND FIT GROUP CAN BE BROUGHT (SEE SECTION 14 BELOW). THESE PROVISIONS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO: (1) WAIVER YOUR RIGHT TO A JURY TRIAL, AND (2) SUBMIT CLAIMS YOU HAVE AGAINST FIT GROUP TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING. AS A SERVICE PROVIDER, YOU HAVE AN OPPORTUNITY TO OPT OUT OF ARBITRATION WITH RESPECT TO CERTAIN CLAIMS AS PROVIDED IN YOUR SEPARATE BUSINESS SERVICE PROVIDER AGREEMENT.

PLEASE READ THESE TERMS CAREFULLY BEFORE YOU ACCESS OR USE THE MOBILE APP. BY USING OR ACCESSING THE MOBILE APP, OR BY CLICKING TO ACCEPT OR AGREE TO THESE TERMS WHEN THIS OPTION IS MADE AVAILABLE TO YOU, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND OUR OTHER POLICIES APPLICABLE TO YOUR USE OF THE MOBILE APP. IF YOU DO NOT AGREE WITH THESE TERMS, YOU SHOULD NOT ACCEPT THEM, IN WHICH CASE YOU DO NOT HAVE THE RIGHT TO USE THE MOBILE APP OR SERVE AS A SERVICE PROVIDER PURSUANT TO THE BUSINESS SERVICE PROVIDER AGREEMENT.

1. The Fit Group Service and Mobile App.

A. Nature of Service. These Terms govern your use of our Mobile App and any other software applications, resources and services for consumers of fitness courses (including but not limited to property owners, agents, activity directors or managers that operate a fitness event) ("**End Users**") and you ("**Service Provider**") to find each other, communicate with each other regarding Instruction Opportunities, and arrange for the provision of fitness training and instruction (collectively, our "**Fit Group Service**"). These Terms, shall govern all use of the Fitness Group Service, including use of the Mobile App, or any other access point we make available to you. A Service Provider's provision of any services in relation to any of Fit Group's Instruction Opportunities are subject to the Business Service Provider Agreement with Fit Group, including its subsidiaries and affiliates, and the terms of the Business Service Provider Agreement are incorporated by reference in their entirety herein.

B. Fit Group Does Not Provide Fitness Training of Any Kind. Fit Group is a neutral marketplace venue for Service Providers and End Users to find each other, communicate with each other, and arrange for the provision of Instruction Opportunities. Fit Group is not a Service Provider and does not provide Instruction Opportunities. We make no representations or warranties about the quality of services provided by Service Providers ("**Instruction Services**"), or about your interactions and dealings with other users of the Fit Group Service. Service Providers listed on the Mobile App are not under the direction or control of Fit Group, and Service Providers determine in their own discretion how to provide Instruction Services, though they must comply with the terms set forth in the Business Service Provider Agreement. Though we provide general guidance in the Business Service Provider Agreement to Service Providers about safety and best practices, Fit Group does not employ, recommend or endorse Service Providers or End Users, and, to the maximum extent permitted by applicable law, we will not be responsible or liable for the performance or conduct of Service Providers or End Users, whether online or offline. We conduct an initial review of any Service Provider profiles, and reserve the right to request Background Checks or identification verifications on Service Providers conducted by a third party, and vet information submitted by Service Providers as to certain experience certifications and trainings, but we do not otherwise screen Service Providers or End Users. Fit Group cannot guarantee the accuracy, completeness or usefulness of information submitted by Service Providers and End Users. You should exercise caution and use independent judgment before engaging a Service Provider, receiving Instruction Services, or otherwise interacting with users via the Fit Group Service. End Users and Service Providers are solely responsible for making decisions that are in the best interests of themselves. Fit Group is not an employer or property owner of any location for which Instruction Services take place, and therefore, Fit Group is not liable or responsible for any discrimination or retaliation, of any kind, by any Service Provider, property owner, activity director or manager of any Instruction Service.

C. Transactions are Solely Between End User and Service Provider. The Fit Group Service may be used to find and offer Instruction Services and to facilitate payment, but all transactions conducted via the Fit Group Service are solely between End Users and Service Providers. Except as expressly provided in these Terms, and only to the extent provided, you agree that Fit Group has no liability for damages associated with Instruction Services (which may include bodily injury to, or death of), nor will Fit Group have liability resulting from any other transactions between users of the Fit Group Service.

D. Taxes and Insurance. Fit Group is not an employment service and does not employ any Service Provider. Except for taxes on Fit Group's income and gross receipts or where Fit Group is otherwise required to collect taxes, you acknowledge that you are solely responsible to pay any applicable taxes that arise as a result of your purchase, provision, or participation in Instruction Opportunities via the Fit Group Service. This includes, without

limitation, any form of sales tax, VAT, or income tax on fees paid or received by you through the Fit Group Service. End Users and Service Providers are solely responsible for any tax, workers' compensation insurance, withholding or reporting, including, but not limited to, unemployment insurance, social security or payroll withholding tax or income tax reporting, and ensuring their own compliance with all applicable employment and/or other laws in connection with any services provided by Service Providers to End Users. End Users and Service Providers understand and agree that if Fit Group is found to be liable for any tax, workers' compensation insurance, withholding tax or reporting obligation, or failure to comply with any applicable employment or other law in connection with any services provided or received by you, then they will immediately reimburse and indemnify Fit Group for all costs, expenses and liabilities (including any interest and penalties) relating to the same.

2. Conditions of Use.

A. Eligibility. The Fit Group Service is offered only to End Users and Service Providers who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using or accessing the Fit Group Service, you represent and warrant that you are of legal age to form a binding contract with Fit Group in your state of residence, regardless of your age, and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not use or access the Fit Group Service.

B. No Obligation to Provide the Fit Group Service. We reserve the right to withdraw or amend the Fit Group Service, and any service or material we provide on the Fit Group Service, in our sole discretion without notice. Fit Group may from time to time in its sole discretion develop and provide updates to the Fit Group Service, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Fit Group has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. We will not be liable if for any reason all or any part of the Fit Group Service is unavailable at any time or for any period. You are responsible for ensuring that all persons who access the Fit Group Service through your internet connection or mobile device are aware of these Terms and comply with them.

C. Prohibited Uses. You may use the Mobile App only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Fit Group Service: (a) in any way that violates any applicable Federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries); (b) to send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms; (c) to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or

"spam" or any other similar solicitation; (d) to impersonate or attempt to impersonate Fit Group, a Fit Group employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing); (e) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Fit Group Service, or which, as determined by us, may harm Fit Group or users of the Fit Group Service or expose them to liability; and/or (g) use any device, software or routine that interferes with the proper working of the Fit Group Service.

D. Registration and Account. To access the Fit Group Service, you may be asked to provide certain registration details or other information about yourself. It is a condition of your use of the Fit Group Service that all the information you provide is correct, and complete, and you agree to keep this information up-to-date. You agree that all information you provide to register to access the Fit Group Service is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Fit Group Service using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to, or use of your username or password, or any other breach of security. You are responsible for maintaining the confidentiality of your username and password for the Fit Group Service, and are responsible for all activity under your account. You agree to notify us promptly of any unauthorized use of your account. You agree not to impersonate anyone else and not to maintain more than one account (or, if Fit Group suspends, terminates, or otherwise restricts your account, not to create additional accounts).

E. **Certification and Compliance with Applicable Law.** By accessing and using the Fit Group Service, you certify that you: (1) are at least 18 years of age or the age of majority in your jurisdiction, whichever is higher, and (2) will comply with all laws and regulations applicable to your activities conducted through, or related to, the Fit Group Service. You acknowledge that Fit Group is entitled to rely on these representations from you, is not responsible to ensure that all users have complied with applicable laws and regulations, and will not be liable for a user's failure to do so.

F. Suspension, Restriction, and Termination. We reserve the right to suspend, restrict, or terminate your access to the Fit Group Service: (1) if in our discretion your conduct on the Site, Mobile App or while receiving Instruction Services is inappropriate, unsafe, dishonest, or in breach of these Terms; or (2) if necessary, in our discretion to protect Fit Group, its users, End Users, Service Providers, or the public. You may suspend or terminate your use of the Fit Group Service at any time and for any reason. If you wish to deactivate your account, you

may do so through your account. You may also contact Fit Group at info@fitgroupusa.com. Note that if you have any outstanding payment obligations, those will survive suspension, restriction, or termination of your account.

3. Modifications. You understand and agree that we may change these Terms from time to time, and that any changes will be effective when we post the modified Terms, unless otherwise required by applicable law. Your continued use of the Mobile App to sign up for Instruction Opportunities after we post the modified Terms will continue your consent to be bound by the modified Terms.

4. **Third Party Services, Links.** The Fit Group Service may contain links to third party websites or resources. These links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. 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 to the Fit Group Service, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

5. **Text Messaging and Phone Calls.** By providing Fit Group with your phone number and using the services made available by the Fit Group Service, you affirmatively consent to receiving communications, either via phone calls or text messages, from Fit Group. Fit Group does not charge for sending text messages, but your carrier may charge you. Users of the mobile application may have the option to receive push notification alerts from Fit Group. If push notification alerts are available, you will be given an option to consent to receiving them after you download the mobile application. You may also adjust your push notification settings after you have downloaded the mobile application in your mobile device settings.

6. **Disclaimer of Warranties.** You understand that we cannot and do not guarantee or warrant that any files available for downloading from the Fit Group Service will be free of viruses or other destructive code. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR MOBILE PHONE, COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE FIT GROUP SERVICE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE FIT GROUP SERVICE OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE FIT GROUP SERVICE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE FIT GROUP SERVICE IS AT YOUR OWN RISK. THE FIT GROUP SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. FIT GROUP HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR ANY PARTICULAR PURPOSE.

7. Limitation on Liability; Indemnification and Release.

A. Exclusion of Certain Types of Damages. To the maximum extent permitted under applicable law, in no event will Fit Group be liable to you for any indirect, special, incidental, or consequential damages, or for any business losses, or loss of profit, revenue, contracts, data, goodwill or other similar losses or expenses that arise out of or relate to the use of or inability to use the Fit Group Service, including without limitation damages related to any information received from the Fit Group Service, removal of your profile information or review (or other content) from the Fit Group Service, any restriction, suspension, or termination of your access to the Fit Group Service, or any failure, error, omission, interruption, defect, delay in operation or transmission of the Fit Group Service, even if we are aware of the possibility of any such damages, losses or expenses. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

B. Limit on Our Liability to You. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL FIT GROUP'S AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY IN ANY MATTER ARISING FROM OR RELATING TO THE FIT GROUP SERVICE OR THESE TERMS EXCEED THE AMOUNTS PAID BY YOU TO FIT GROUP (SPECIFICALLY EXCLUDING FEES PAID TO SERVICE PROVIDERS) DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT THAT GAVE RISE TO LIABILITY OR, IF YOU HAVE NOT PAID FIT GROUP FOR THE USE OF ANY SERVICES, THE AMOUNT OF $100.00 USD (OR EQUIVALENT IN LOCAL CURRENCY).

C. **No Liability for Non-Fit Group Actions.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL FIT GROUP BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, AND/OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE FIT GROUP SERVICE, INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, THEFT, BODILY INJURY, DEATH, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES

RESULTING FROM RELIANCE ON INFORMATION OR CONTENT POSTED ON OR TRANSMITTED THROUGH THE FIT GROUP SERVICE, OR FOR ANY INTERACTIONS WITH OTHER USERS OF THE FIT GROUP SERVICE, WHETHER ONLINE OR OFFLINE. THIS INCLUDES ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM THE CONDUCT OF USERS WHO ATTEMPT TO DEFRAUD OR HARM YOU.

IF YOU HAVE A DISPUTE WITH A SERVICE PROVIDER OR END USER, YOU AGREE TO RELEASE FIT GROUP FROM ALL CLAIMS, DEMANDS AND DAMAGES OF EVERY NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. IN NO EVENT WILL FIT GROUP BE LIABLE FOR DIRECT OR INDIRECT CONSEQUENCES OF AN END USER OR SERVICE PROVIDER FAILING TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

D. Indemnification and Release. TO THE MAXIMUM EXTENT PERMITTED UNDER ANY APPLICABLE LAW AND EXCEPT AS OTHERWISE PROHIBITED BY APPLICABLE LAW, YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS FIT GROUP, ITS AFFILIATES, LICENSORS AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, MEMBERS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, JUDGMENTS, AWARDS, LOSSES, COSTS, EXPENSES OR FEES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO: (1) YOUR TRANSACTIONS AND INTERACTIONS, ONLINE OR OFFLINE, WITH OTHER USERS OF THE FIT GROUP SERVICE, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE OR PERSONAL INJURY ARISING OUT OF PROVIDING OR RECEIVING INSTRUCTION SERVICES, PROPERTY DAMAGE OR PERSONAL INJURY ARISING OUT OF INSTRUCTION SERVICES, OR OTHER PERSONAL CARE PROVIDED BY ANY SERVICE PROVIDER; (2) A VIOLATION OR BREACH OF THESE TERMS; (3) DISPUTES WITH OTHER USERS OF THE FIT GROUP SERVICE; (4) YOUR MISSTATEMENTS, MISREPRESENTATIONS, OR VIOLATION OF APPLICABLE LAW; (5) PROPERTY DAMAGE OR PERSONAL INJURY TO THIRD PARTIES; (6) USER CONTENT; (7) OR YOUR USE OF ANY BACKGROUND CHECK OR IDENTIFY VERIFICATION INFORMATION IN VIOLATION OF ANY APPLICABLE LAW. YOU FURTHER AGREE THAT YOU WILL COOPERATE WITH US IN THE DEFENSE OF SUCH CLAIMS. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION UNDER THIS SECTION, AND YOU WILL NOT SETTLE ANY SUCH CLAIM OR MATTER WITHOUT OUR PRIOR WRITTEN CONSENT.

YOU AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS FIT GROUP, ITS AFFILIATES, LICENSORS AND SERVICE PROVIDERS, AND ITS AND

THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, MEMBERS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LIABILITY, COSTS OR EXPENSES, OF EVERY KIND AND NATURE, KNOWN OR UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) ANY SERVICES ARRANGED BETWEEN AN END USER AND SERVICE PROVIDER THROUGH THE USE OR ACCESS TO THE FIT GROUP SERVICE; (B) ANY CLAIM OR DISPUTE THAT MAY ARISE BETWEEN YOU AND ANY OTHER USER; AND (C) REVIEWS OR COMMENTS MADE ABOUT YOU ON THE FIT GROUP SERVICE BY OTHER USERS.

8. Intellectual Property.

A. Fit Group Service and Mobile App. Fit Group and its licensors retain all right, title and interest in and to the Fit Group Service, the Mobile App, the technology and software used to provide it, all electronic documentation and content available through the Fit Group Service, and all intellectual property and proprietary rights in the Fit Group Service and such technology, software, documentation and content. Except for your rights to access and use the Fit Group Service set forth in these Terms, nothing in these Terms licenses or conveys any of our intellectual property or proprietary rights to anyone, including you. You agree that we will have a perpetual right to use and incorporate into the Fit Group Service any feedback or suggestions for improvement that you provide to us concerning the Fit Group Service, without any obligation of compensation.

B. Fit Group Trademarks. Fit Group owns all rights in and to its trademarks, service marks, brand names and logos (the "Fit Group Marks"). If you are a Service Provider, Fit Group grants you, for so long as you are in good standing on the Fit Group Service, a limited, revocable, non-exclusive, non-transferable license to use the Fit Group Marks only as specifically authorized in writing via the Fit Group Service. As a condition of exercising such license, you agree that (1) all goodwill associated with your use of the Fit Group Marks inures solely to the benefit of Fit Group, and (2) such license immediately terminates upon your ceasing to be a Service Provider in good standing, whether at your own option or because Fit Group restricts, suspends, or terminates your rights to use the Fit Group Service. Fit Group may from time to time offer promotional materials bearing the Fit Group logo, including but not limited to t-shirts, water bottles, stickers, and buttons, to Service Providers. You acknowledge and agree that you may not use such promotional materials to directly or indirectly claim any endorsement by Fit Group. You acknowledge and agree that you may not directly or indirectly claim any affiliation with Fit Group, including but not limited to screen shots of your image or profile or parts thereof, on any media, website or other similar platform other than Fit Group, except specifically through Fit Group's share function.

9. **Fees and Payment for End Users.**

A. Currency. All amounts paid to Fit Group for facilitating transactions (referred to as "Booking Fees"), and all amounts paid to Service Providers for provision of Instruction Services (referred to as "**Instruction Fees**") and other payments referenced on, or charged through, the Fit Group Service are listed and payable in local currency.

B. End User Bookings. A "**Booking**" is formed when an End User signs up for an Instruction Service on the Fit Group Mobile App or Service. Once a Booking is formed the End User agrees to be subject to any cancellation fees.

C. Charges to End Users for Booking Fees and No Show Policy. If you are an End User, when you form a Booking, you enter into a transaction with the Service Provider and you agree to pay, and authorize Fit Group to charge your credit card on file, or require payment using any other agreed upon payment such as by invoice, the total charges for that Booking. You also agree to pay, and authorize Fit Group to charge your credit card, or require payment using any other agreed upon method, for the Booking Fees for the Instruction Service associated with the Booking, even if you end the Instruction Service early or are a "no show" to the Instruction Service.

When End User registers to use the Fit Group Service, you will be required to provide us with valid, up-to-date credit card or other payment information and to maintain that payment information (or an acceptable alternative payment method acceptable to Fit Group in its sole discretion) on file with your account. Fit Group's role is to facilitate payments from End Users to Service Providers as limited payment agent for the Service Provider. You authorize us to charge your credit card or other payment method on file for all Booking Fees, and processing fees (which are a percentage of Booking Fees) you incur on the Fit Group Service, as well as any Cancellation Fees incurred as a result of cancellation, as they become due and payable, and to charge any alternative payment method Fit Group has on record for you in the event your primary payment method is expired, invalid, or otherwise not able to be charged.

Booking Fees are due and payable immediately upon formation of a Booking, unless an alternative arrangement is agreed upon between End User and Fit Group. Booking Fees become due and payable at the time End User signs up for a Booking.

End User is responsible for maintaining up-to-date payment information. If we cannot charge your credit card or other payment method on file because your payment information is no longer valid, or if we do not receive your payment when due, then End User understands that neither Fit Group nor the Service Provider will be responsible for any failure to provide Instruction Services associated with those charges. Except as expressly provided in these Terms,

all amounts incurred via the Fit Group Service are non-refundable once paid. If you believe you have been incorrectly charged, you must notify Fit Group within 30 days.

Fit Group reserves the right to increase or decrease the Booking Fees from time to time in its sole discretion.

10. **Compensation and Payment Processing via Stripe for Service Providers.** As set forth in Exhibit A of the Business Service Provider Agreement that is incorporated by reference in its entirety to these Terms, Service Provider has set $1 per minute of instruction time as Service Provider's rate for the Services. For example, leading a 30-minute class will pay $30. Leading a 60-minute class will pay $60. Payment processing services are provided by and subject to the Stripe Services Agreement (available at https://stripe.com/us/legal), and the Stripe Connected Account Agreement (available at https://stripe.com/us/connect-account/legal) (collectively, the "Stripe Terms"). By using Stripe to receive payment, you will be asked to set up a Stripe account and accept the Stripe Terms. Service Provider authorize Fit Group to obtain all necessary access to, and perform all necessary activity on (including requesting refunds where appropriate), Service Provider's Stripe Connected Account to facilitate payment related to Services provide. Service Provider further agrees to provide accurate and complete information, and authorize Fit Group to share it and transaction information with Stripe for the purposes of facilitating the payment processing services provided by Stripe. Fit Group reserves the right to switch payment processing vendors or use alternate or backup vendors in its discretion.

11. **Governing Law and Jurisdiction.** All matters relating to the Fit Group Service and these Terms and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Unless you and we agree otherwise, or except where prohibited by applicable law, in the event that the below Arbitration Agreement is found not to apply to you or to a particular claim or dispute, you agree that any claim or dispute that arises between you and Fit Group must be resolved exclusively by a state or federal court located in the State of California. You and Fit Group agree to submit to the personal jurisdiction of the courts located within California for the purpose of litigating all such claims or disputes.

12. **Service Provider Binding, Individual Arbitration Agreement; No Class Actions.** The Arbitration Agreement set forth in any Service Provider's Business Service Provider Agreement is incorporated by reference in its entirety to these Terms. If you do not have

a copy of your Business Service Provider Agreement or have any questions, then please contact Fit Group at info@fitgroupusa.com.

13. **End User Binding, Individual Arbitration Agreement; No Class Actions.** PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. THIS SECTION WILL ONLY APPLY TO END USERS OF THE MOBILE APP, AND WILL NOT APPLY TO SERVICE PROVIDERS.

Most issues can be resolved quickly and amicably by contacting Fit Group at https://www.fitgroupusa.com/contact. In the event a dispute cannot be easily resolved this Section explains how You and Fit Group agree to resolve those disputes, including (where applicable) by binding, individual arbitration. Arbitration is an alternative dispute-resolution procedure that allows us to resolve issues without the formality of going to court. Any dispute between You and Fit Group is submitted to a neutral arbitrator (not a judge or jury) for fair and fast resolution. Arbitration is more efficient for both you and Fit Group.

Disputes related to or arising out of these Terms and/or the Fit Group Service are subject to the dispute-resolution terms below.

A. Informal Resolution. If you have an issue that we cannot resolve, prior to starting arbitration you and Fit Group agree to attempt to resolve the dispute informally to help get us to a resolution and control costs for both parties. you and Fit Group agree to make a good-faith effort to negotiate any dispute between us for at least 30 days ("Informal Resolution"). Those informal negotiations will start on the day you or Fit Group receive a written Notice of a Dispute in accordance with these Terms.

You will send your Notice of Dispute to Fit Group USA, LLC at info@fitgroupusa.com. Include your name, username, address, how to contact you, what the problem is, and what you want Fit Group to do. If Fit Group has a dispute with you, Fit Group will send our Notice of Dispute to your registered email address and any billing address you have provided us.

If the dispute isn't resolved within by Informal Resolution or small-claims court (below), you or Fit Group may start an arbitration in accordance with these Terms.

B. Small Claims Court. Instead of using Informal Resolution, you and Fit Group agree that you may sue us in small-claims court in your choice of the county where you live or San Diego, California (if you meet the requirements of small-claims court).

C. Binding Individual Arbitration. THE ARBITRATION PROCEEDINGS IN THIS SECTION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY. Any arbitration proceeding under this agreement shall proceed under and be governed by the Federal Arbitration Act, in conformity with the arbitration law of the state in which the dispute arose. In any arbitration proceeding under this agreement, all rules of pleading under the Federal Rules of Civil Procedure, the Federal Rules of Evidence, and all rights to resolution of the dispute by means of motions for summary judgment or judgment on the pleadings shall apply and be observed unless I and Fit Group agree otherwise. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings shall be privileged. The arbitrator's award(s) shall include the arbitrator's written reasoned opinion. Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law.

This means that you and Fit Group agree to a dispute-resolution process where we submit any Dispute to a neutral arbitrator (not a judge or jury) that makes the final decision to resolve the Dispute. The arbitrator may award the same remedies to you individually as a court could, but only to the extent required to satisfy your individual claim

D. Disputes We Agree to Arbitrate. You and Fit Group agree to submit all Disputes between you and Fit Group to individual binding arbitration. "**Dispute**" means any and all disputes, claims, or controversies (except those specifically exempted below) between you and Fit Group that in any way relate to or arise out of these Terms or your use or attempted use of the Fit Group Service, including without limitation the validity, enforceability, or scope of this Binding Individual Arbitration section. Your agreement to arbitrate claims against Fit Group includes claims you might bring against Fit Group's parent, subsidiaries, affiliates, customers, or client entities as well as against owners, directors, officers, managers, employees, agents, contractors, attorneys, benefit plan administrators, and insurers of Fit Group or of its parent, subsidiaries, affiliates, customers or client entities.

You and Fit Group agree to arbitrate all Disputes regardless of whether the Dispute is based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory. The Informal Resolution and Arbitration sections do not apply to (1) individual actions in small-claims court; (2) claims not subject to arbitration under applicable law such as pursuit of enforcement actions through a government agency if the law allows; (3) an action to compel or uphold any prior arbitration decision; (4) Fit Group's right to seek injunctive relief against you in a

court of law to preserve the status quo while an arbitration proceeds; and (5) the enforceability of the Class Action Waiver clause below. You and Fit Group agree that whether a dispute is subject to arbitration under these Terms will be determined by the arbitrator rather than a court.

E. Arbitration Procedure. To start an arbitration, review the JAMS Rules and follow the instructions for initiating an arbitration on the JAMS website. The party starting an arbitration must send JAMS a "Demand for Arbitration" (available on its website), pay a filing fee, and mail a copy of the Demand for Arbitration to the opposing party. you will send a copy to FIT GROUP USA, LLC, ATTN: ARBITRATION OF DISPUTE, Fit Group USA, LLC, P.O. Box 3781, San Diego, California 92163. Fit Group will send our copy to your registered email address and any billing address you have provided us.

The arbitration will be conducted by a single JAMS arbitrator. You and Fit Group both agree that the arbitration will be conducted in English and that the arbitrator will be bound by these Terms. If an in-person hearing is required, the hearing will take place either in San Diego County, or where you reside if required by applicable law. Otherwise, the hearing can take place remotely by video conference if both parties agree.

The arbitrator (not a judge or jury) will resolve the Dispute. Unless you and Fit Group agree otherwise, any decision or award will include a written statement stating the decision of each claim and the basis for the award, including the arbitrator's essential factual and legal findings and conclusions. The arbitrator may only award legal or equitable remedies that are requested by you or Fit Group to satisfy one of our individual claims (that the arbitrator determines are supported by credible relevant evidence). The arbitrator may not award relief against Fit Group regarding any person other than you. Any decision or award may be enforced as a final judgment by any court of competent jurisdiction or, if applicable, application may be made to such court for judicial acceptance of any award and an order of enforcement.

F. Arbitration Fees. If you start the arbitration, you must pay the JAMS filing fee. If you choose to be represented by an attorney, you will pay your own attorneys' fees and costs unless the applicable law provides otherwise.

G. Continuation in Effect. This Binding Individual Arbitration section survives any termination of these Terms.

H. Future Term Changes. Although Fit Group may revise these Terms in its discretion, Fit Group does not have the right to alter these Terms to arbitrate or the rules specified herein with respect to any Dispute once that Dispute arises. Notice of any change of these Terms will be promptly provided to you.

I. Class Action Waiver. To the maximum extent permitted by applicable law, you and Fit Group agree to only bring Disputes in an individual capacity and shall not: seek to bring, join, or participate in any class or representative action, collective or class-wide arbitration, or any other action where another individual or entity acts in a representative capacity (e.g., private attorney general actions); or consolidate or combine individual proceedings or permit an arbitrator to do so without the express consent of all parties to these Terms and all other actions or arbitrations. You and Fit Group agree to waive any substantive or procedural rights that you or Fi Group may have to bring or participate in an action brought on a class, representative, or collective basis.

J. Severability. If any term or provision or any portion of this Binding Individual Arbitration section is deemed invalid or unenforceable, it shall be severed and the remainder of this agreement shall be enforceable. Under no circumstances shall this agreement be construed to allow arbitration on a class, collective, or other similar basis, however.

14. **Waiver and Severability.** No waiver by Fit Group of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Fit Group to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms other than as set forth in the Binding Individual Arbitration section, above, which is governed by the severability provisions set forth in that Sections 12 and 13, is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms will continue in full force and effect.

15. **Miscellaneous.** Nothing in these Terms will be construed as making either party the partner, joint venturer, agent, legal representative, employer, worker, or employee of the other. Neither party will have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action, that will be binding on the other, except as provided for herein or authorized in writing by the party to be bound. These Terms are non-exclusive and do not prohibit Service Providers from offering Instruction Services via other means or third parties. The invalidity, illegality or unenforceability of any term or provision of these Terms will in no way effect the validity, legality or enforceability of any other term or provision of these Terms. In the event a term or provision is determined to be invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and these Terms will be enforceable as so modified. To the maximum extent possible under applicable local law, this Agreement will be binding

on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

16. **Entire Agreement.** With the exception of the separate Business Service Provider Agreement that is incorporated by reference herein that applies to Service Providers, these Terms and our Privacy Policy and any other terms and conditions expressly incorporated herein or therein by reference constitute the sole and entire agreement between you and Fit Group with respect to the Fit Group Service and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Fit Group Service.