

Terms Of Use

Please read the following Terms and Conditions carefully before you use any service provided by IDOLE Inc. Your use of the products of IDOLE Inc. will be subject to these terms, and by using the products of IDOLE Inc. you agree to be bound by them.

1. Introduction.

IDOLE Inc. ("IDOLE Inc.", "We", "Us," "Our", "Company") develops mobile applications ("Our Products"). Our Apple Applications may be downloaded from the App Store, which is operated and owned by Apple Inc. and other companies within its group ("Apple"). Our Android Applications may be downloaded from Google Play, which is owned and operated by Google Inc. and other companies within its group ("Google"). The IDOLE Inc. website (the "Website"), all other products and services, including mobile apps (the "Application"), and all content offered as part thereof, are collectively referred to herein as the "Services" and are offered to you by IDOLE Inc. Our goal is to help people lead a healthy way of life through health and well-being activities. Our Products offer content, features, functionality, and other information and services including, without limitation, viral, embeddable or application/device-based features and related technology, also when accessed via the Internet, mobile or other devices (collectively, "Our Services"). We develop Our Products for informational purposes only. You must ALWAYS consult your physician or doctor before starting any program. Subscribers, account holders, customers, users, and others who download, access, use, purchase and/or subscribe to the Services ("you") agree to these Terms and Conditions (the "Terms and Conditions"). By agreeing to these Terms and Conditions, you confirm that you are solely responsible for your state of health. These Terms and Conditions govern your use of the Services and are a condition to your use of the Services.

2. Acceptance of Terms and Conditions.

By using Our Products and Services, you accept these Terms and Conditions. If you do not accept these Terms and Conditions, you may not use Our Products and Services. IDOLE Inc. reserves the right to amend these Terms and Conditions at any time without prior notice. An up-to-date version of these Terms and Conditions will be available on the official website of IDOLE Inc., and any changes will come into effect immediately upon posting. By continuing to use our products, you agree to the amended Terms and Conditions.

3. Intellectual Property.

All texts, graphics, designs, logos, button icons, images, data compilations, and information ("Content") contained in Our Products and Services are the Intellectual Property of IDOLE Inc. (or belongs to it), and are protected by copyright laws. All logos and trademarks displayed in Our

Products and Services are registered trademarks or trademarks of IDOLE Inc. No trademarks may be used without the prior written consent of IDOLE Inc. except to identify the products or services associated therewith. Our Products and all related software, and all patent rights (including patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights therein or relating thereto (including derivative works), are and shall remain the exclusive property of IDOLE Inc. or its licensors.

4. Legality of Use.

By using Our Products, you hereby warrant that: (i) all information contained in any submission by you is either owned by you or rights have been granted to you, permitting you to disseminate the information as set forth in these Terms and Conditions; and (ii) the information contained in any submissions by you does not infringe on the intellectual property rights of others, including but not limited to, copyright, trademark, patent, or trade secret rights. You accept full responsibility, assume all risk, and waive and/or release Us from any direct or indirect loss, injury, claim or damage arising from your use of Our Products, whether or not such use was appropriately supervised and regardless of whether you were negligent in such use. By using Our Products, you attest and verify that you are physically and mentally able to use Our Products, and knowingly accept and are fully aware of all risks associated with their use.

5. Membership Subscriptions.

App by IDOLE offers Premium Membership subscriptions that grant you additional features like access to personalized training plan focused on your problem area, 1000+ cool workout mixes, the adjusting plan based on your feedback, lets you manage your training days, as well as the number of workouts per day and turns the advertisements off. Some of our subscriptions include a free trial period, where you can experience App by IDOLE at no cost. A subscription with a free trial period will automatically renew to a paid subscription once your free trial expires. If you decide to unsubscribe from a paid subscription before we start charging your payment method, you must cancel the subscription before the free trial ends. We offer monthly and annual subscription options. Payment will be charged to your credit/debit card through your iTunes Account or Google Wallet Account after you choose one of our subscriptions and confirm your purchase. Paid subscriptions automatically renew, unless auto-renew is turned off, until canceled in the Manage Subscriptions section of your account settings. Auto-renewal may be turned off in your Google Wallet account after purchase. If you purchase a subscription through the Google Play store, you may cancel automatic renewals in account settings under Subscriptions in the Google Play app, or according to the current process outlined by Google Play. If you purchase a subscription through a bundle subscription partner, you may cancel according to the process outlined by the bundle subscription partner. We will notify you if the price of the subscription increases and, if required, seek your consent to continue. You will be charged no more than 24 hours prior to the start of the latest paid subscription period.

6. Representations and Warranties, Limitation of Liability.

IDOLE Inc. makes no representations regarding: (a) the credentials of anyone using our Services and/or Products as part of any health care or medical plan of care, or plan of treatment ("POC"); (b) the suitability of the exercises included in any such POC; (c) the viability, medical soundness or efficacy of any such POC; or (d) the overall health or medical benefits you might derive from using our

services and products or POC which incorporates our services and products. The use of any software or hardware offered by IDOLE Inc. is no substitute for a consultation by the User with a specialized doctor. Our Services and Products are provided "as is" without any warranties, expressed or implied, including but not limited to the implied warranties of merchantability, used for a particular purpose, or non-infringement. IDOLE Inc. makes no representation or warranty that the information contained in our Services and/or Products will be current, timely, complete, accurate, or error-free. To the extent that the law does not permit the disclaimer of warranties, all content accessible in our services and products, or any other web site to which our services and products link, is warranted only to the minimum amount legally required. In no event shall IDOLE Inc. be liable to any party for any direct, indirect, special or other consequential damages for any use of this in our Services and Products, or on any linked web site, including, without limitation, any lost profits, business interruption or otherwise. IDOLE Inc. shall be liable as currently provided for by law, regardless of the statutory basis of such liability (pre-contractual, contractual, tort) only if IDOLE Inc. has caused specific damage willfully or with gross negligence. In the event of slight negligence, IDOLE Inc. shall not be liable to other businesses and shall be liable to consumers only for personal damages, IDOLE Inc. shall not be liable to businesses for follow-on damages, mere pecuniary losses, lost profits, or damages resulting from claims from third parties.

7. Restrictions on Use of the Service.

In addition to any other restrictions set forth in these Terms and Conditions, and without limiting those restrictions, when using the Service, you agree not to: make unauthorized copies or derivative works of any content made available on or through the Service; use any device, software, or routine to interfere or attempt to interfere with the proper working of the Service; attempt to decipher, decompile, disassemble, or reverse engineer any of the software or source code comprising or making up the Service; delete or alter any material IDOLE Inc. or any other person or entity posts on the Service; frame or link to any of the materials or information available on the Service; alter, deface, mutilate, or otherwise bypass any approved software through which the Service is made available; use any trademarks, service marks, design marks, logos, photographs, or other content belonging to IDOLE Inc. or obtained from the Service; provide any false personal information to IDOLE Inc.; solicit or collect personal information from other Users; disclose personal information about a third person on the Service or obtained from the Service without the consent of that person; use the Service to send emails or other communications to persons who have requested that you not send them communications; use the Service, without IDOLE Inc.'s express written consent, for any commercial or unauthorized purpose, including communicating or facilitating any commercial advertisement or solicitation or spamming; or violate any applicable federal, state, or local laws or regulations or the terms of this document.

8. Privacy Policy.

Please see the Privacy Policy. Please bear in mind that we might refuse or limit your access to our Products in case you refuse to accept the Privacy Policy. If you have a membership subscription and you do not accept or refuse to accept any new Privacy Policy that we might release in the future, and that is not decreasing any of your existing rights, we might refuse or limit your access to our Products without compensating any fees paid for your membership subscription. You can still use our Products once you accept said new Privacy Policy. Your account will be put on hold, and no further automatic renewals of your subscription will be possible. We will need your active acceptance only in the case we materially change our Privacy Policy due to legal requirements or in the course of compliance procedures (for example, if we amend the types of personal data we collect from you, your rights, or

change data processing purposes). For any technical or non-material changes, your continued use of our Products will constitute a valid consent with such new Privacy Policy.

9. Maintenance.

IDOLE Inc. is not responsible for any outages or service interruptions that occur from time-to-time when using Our Products, including those due to software, hardware, or power failures, or issues at the wireless carrier level. In addition, IDOLE Inc. is not responsible for the products and services provided by others, including any User's mobile handsets or wireless data networks. IDOLE Inc., in its sole discretion, reserves the right to add or remove operating systems based on commercial factors it deems relevant, such as use, adoption, and appeal of the operating system. 10. Content Created by Users and Rights to Such Content. The User consents that as a result of the automatic evaluation of the way the User uses Our Products, he/she may be exposed to certain offers and/or marketing messages tailored to such User. The User consents that marketing measures may also be taken in relation to created content, which are marketed by IDOLE Inc. The User grants IDOLE Inc. the irrevocable, free, non-exclusive, and unlimited right to use all content generated, transmitted, saved and published by such User. Accordingly, IDOLE Inc. shall have the right to use all content, irrespective of the type of usage. This shall include the right to change and edit such content, unless such changes or edits impair the material interests of the User. In this connection, the User waives, to the legally permissible extent, all intellectual property rights. IDOLE Inc. does not claim ownership of any content created by Users and will not supervise such content.

11. Territory.

The term "Territory" means the United States, its territories possessions, North America, the United Kingdom, and Australia. Any additional Territories shall be subject to mutual approval.

12. Governing Law.

These Terms and Conditions, any non-contractual obligations arising in connection with them, and litigation between the Users and IDOLE Inc. shall be subject to US law only. The state and federal courts in Las Vegas, Nevada, shall have non-exclusive jurisdiction to determine any dispute arising in connection with these Terms and Conditions, including disputes relating to any non-contractual obligations.

13. Use by Minors.

General age limitation. Our Products are not intended for children under 16 years old. By using this site, you agree to the Terms and Conditions presented here. If you do not agree to these Terms and Conditions you may not use this Website. By using this site, you agree that you are of at least 16 years of age. If you are aware of anyone under 16 using our Products, please contact us at support@byidole.com, and we will take required steps to delete or terminate their account.

14. Disclaimer of Warranties.

The Company does not make any warranty that the services will meet your requirements, or that access to the services will be uninterrupted, timely, secure, or error-free, or that defects, if any, will be corrected. The Company makes no warranties as to the results that may be obtained from the use of the Services or as to the accuracy, quality, or reliability of any information obtained through the Services. The Company disclaims any warranties for other Services or goods received through or advertised on the Services, or accessed through any links on the Services. The Company disclaims any warranties for viruses or other harmful components in connection with the Services. Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.