Terms of Use

Last Updated: October 17, 2026

Welcome to **FitKind**. These Terms of Use (the **"*Terms*"**) are a legally binding agreement between you and **FitKind LLC** (or its successor entity) (**"FitKind," "We," "Us," or "Our"**).

These Terms govern your access to and use of FitKind's websites, mobile applications (including iOS and Android applications), and related online services (collectively, the **"*Platform*"**), as well as any content, features, tools, or services made available through the Platform (collectively, the **"*Services*"**).

FitKind is a wellness platform designed to help users engage in fitness, movement, and community in an inclusive, trauma-aware environment. FITKIND DOES NOT PROVIDE MEDICAL, MENTAL HEALTH, OR THERAPEUTIC SERVICES. All services, content, or experiences available through the Platform are being offered by Providers. ***"Providers"*** means independent third-party instructors, coaches, trainers, practitioners, content creators, or other service providers who offer services, sessions, programs, content, or experiences through the Platform. Providers are not employees, agents, joint venturers, partners, or representatives of FitKind**,** and FitKind does not supervise, direct, control, or endorse Providers or their services.

Please read these Terms carefully before using the Platform or Services.

THESE TERMS CONTAIN A BINDING ARBITRATION AGREEMENT AND A CLASS ACTION WAIVER. EXCEPT FOR CERTAIN LIMITED DISPUTES, YOU AGREE THAT ANY DISPUTE BETWEEN YOU AND FITKIND WILL BE RESOLVED BY FINAL AND BINDING INDIVIDUAL ARBITRATION, AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION OR CLASS-WIDE ARBITRATION. PLEASE REVIEW SECTION 18 (ARBITRATION) AND SECTION 18(F) (CLASS ACTION WAIVER) CAREFULLY, AS THEY AFFECT YOUR LEGAL RIGHTS.

If you need to contact us, you may do so by:

- Writing to us at:
  FitKind
  153 S Shore Road
  Littleton, NH 03561
  Attn: Legal / Terms of Use

- Submitting an inquiry through our contact form at:
  https://www.joinfitkind.com/contact

1. Terms of Use

- (a) Acceptance of Terms. By accessing or using the Platform or Services—whether directly, through an employer or organization, or through another third party—you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as our ***Privacy Policy*** https://www.joinfitkind.com/privacy, which is incorporated into these Terms by reference. If you do not agree to these Terms, you must not access or use the Platform or Services.

(b) Amendment of Terms. FitKind may update or modify these Terms from time to time. Unless otherwise stated, any changes will become effective upon posting the updated Terms on the Platform. Your continued use of the Platform or Services after the updated Terms are posted constitutes your acceptance of the revised Terms. If you do not agree to the updated Terms, you must stop using the Platform and Services.

(c) Additional Terms. Certain features, services, programs, or offerings available through the Platform may be subject to additional terms, conditions, guidelines, or rules provided by FitKind or applicable third parties (collectively, **"*Additional Terms*"**). Your use of such features or services constitutes your agreement to the applicable Additional Terms, which are incorporated into these Terms by reference. In the event of a conflict between these Terms and any Additional Terms, these Terms will control unless expressly stated otherwise.

2. FitKind Platform

(a) The FitKind Platform. The FitKind Platform enables users to discover, access, and participate in a variety of wellness-focused content, experiences, and community features, including trauma-aware workouts, movement-based content, and community interactions. Certain offerings made available through the Platform may be created, hosted, or provided by Providers. FitKind is a technology platform and marketplace.

FITKIND DOES NOT PROVIDE FITNESS TRAINING, MEDICAL CARE, MENTAL HEALTH SERVICES, THERAPY, OR PROFESSIONAL ADVICE OF ANY KIND. FITKIND DOES NOT OWN, OPERATE, MANAGE, SUPERVISE, OR CONTROL ANY PROVIDER OR ANY PROVIDER-OFFERED SERVICES, CONTENT, OR EXPERIENCES. PROVIDERS ARE INDEPENDENT THIRD PARTIES AND ARE SOLELY RESPONSIBLE FOR THE SERVICES AND CONTENT THEY OFFER. FITKIND DOES NOT GUARANTEE THE AVAILABILITY, QUALITY, SAFETY, LEGALITY, OR SUITABILITY OF ANY PROVIDER, CONTENT, OR EXPERIENCE OFFERED THROUGH THE PLATFORM.

(b) Nature of Offerings and Platform Evolution. The Platform may include, without limitation:

- On-demand prerecorded movement or wellness content
- Community spaces or discussion groups
- Tools that allow users to reflect on or track their wellness experiences
- Features that allow users to connect or communicate with Providers

FitKind may add, modify, suspend, or discontinue any aspect of the Platform or Services at any time, including introducing new features or removing existing ones. Not all features or Offerings will be available to all users at all times, and availability may vary based on location, eligibility, or other criteria determined by FitKind in its discretion.

(c) No Medical or Mental Health Services. The Platform and Services are provided for general wellness, educational, and informational purposes only. FitKind does not diagnose, treat, cure, or prevent any disease, mental health condition, or medical condition. Nothing on the Platform should be construed as medical advice, mental health treatment, therapy, or a substitute for professional care. You should always seek the advice of a qualified healthcare or mental health professional regarding any medical or mental health condition.

(d) User Accounts. To access certain features of the Platform, you may be required to create an account. Your account is personal to you and may not be transferred or shared with any other person. You agree to provide accurate, current, and complete information when creating your account and to keep such information updated. You are solely responsible for all activity that occurs under your account, including activity by unauthorized users. FitKind is not responsible for any loss or damage arising from your failure to safeguard your account credentials. FitKind reserves the right to suspend or terminate accounts that violate these Terms or are used in a manner that FitKind reasonably believes to be fraudulent, abusive, or harmful.

(e) Provider Independence and No Agency. Providers available through the Platform are independent contractors and not employees, agents, partners, or representatives of FitKind. No joint venture, employment, agency, or fiduciary relationship is created between FitKind and any Provider or between FitKind and any user. Any interaction, communication, or relationship between you and a Provider is solely between you and that Provider. FitKind does not endorse, supervise, or guarantee any Provider or Provider services.

(f) Availability and No Guarantees. FitKind does not guarantee that any specific content, Provider, feature, community, or experience will be available at any particular time or location. Availability may change without notice, including during the course of your use of the Platform. User experience may vary based on individual usage patterns, Platform updates, geographic location, or other factors.

(g) Eligibility. The Platform is intended for users who are 18 years of age or older, unless FitKind expressly permits otherwise in writing. The Platform may not be available in all geographic locations, and FitKind reserves the right to restrict access based on location, age, or other criteria. By using the Platform, you represent and warrant that you meet all eligibility requirements and that you have not previously been suspended or removed from the Platform.

(h) Communications. By creating an account or providing your contact information, you consent to receive communications from FitKind, including service-related notices, updates, and push notifications. Marketing

communications will be sent only where permitted by law, and you may opt out of marketing emails at any time by using the unsubscribe mechanism provided. You may disable push notifications at any time through your device settings.

(i) Your Responsibility for Yourself and Others. You acknowledge that participation in fitness, movement, or wellness activities involves inherent risks, including the risk of injury. You voluntarily assume all risks associated with your use of the Platform and participation in any Offerings.You are responsible for your own conduct and for ensuring that you are physically and mentally able to participate in any activities you choose to engage in. If you invite or involve another person in connection with the Platform, you are responsible for their conduct as permitted by these Terms.

3. Fees, Billing, Cancellation

(a) Fees and Paid Features. Some features or Services made available through the Platform may be offered free of charge**,** while others may require payment, including subscriptions, one-time purchases, or fees for access to certain content or Provider-offered services (**"*Paid Features*"**). FitKind will clearly disclose applicable fees, pricing, and payment terms at or before the time you choose to purchase or access any Paid Feature. You are responsible for all fees and charges incurred in connection with your use of Paid Features, including applicable taxes. FitKind reserves the right to introduce, modify, or discontinue Paid Features at any time in its discretion.

(b) Subscription Cycle. If you enroll in a subscription plan offered by FitKind, your subscription will begin on the date you sign up and submit a valid payment method. Unless otherwise disclosed at the time of sign-up, subscriptions will automatically renew on a recurring basis (e.g., monthly) until canceled by you or terminated by FitKind in accordance with these Terms. By enrolling in a subscription, you authorize FitKind to charge your designated payment method for the applicable subscription fees and any related charges, which may change from time to time as permitted by law and as described in these Terms.

(c) Billing and Payment Methods. You agree to provide current, complete, and accurate payment information and to promptly update such information if it changes. If a payment cannot be successfully processed due to expiration, insufficient funds, or otherwise, you remain responsible for the outstanding amount, and FitKind may attempt to reprocess the payment or suspend or terminate your access to Paid Features. FitKind is not responsible for any fees charged by your financial institution or payment provider.

(d) Price Changes. FitKind may change the pricing for Paid Features at any time. Unless otherwise stated, changes to subscription pricing will take effect at the start of your next billing cycle after notice has been provided through the Platform, email, or other reasonable means. Your continued use of a Paid Feature after a price change takes effect constitutes your acceptance of the new pricing.

(e) Cancellation of Subscriptions. Unless otherwise disclosed at the time of purchase, you may cancel a subscription at any time through your account settings. Cancellation will take effect at the end of your current prepaid billing period, and you will retain access to the applicable subscription features until that time. FitKind does not provide refunds or credits for partial billing periods, unused time, or unused features, except where required by applicable law or expressly stated otherwise in writing.

(f) Refunds. All fees paid to FitKind are non-refundable, except where required by law or where FitKind expressly agrees otherwise in writing at the time of purchase. To the extent permitted by law, FitKind reserves the right to deduct the value of any Services, content, or benefits already used prior to a cancellation or refund request. Notwithstanding the foregoing, FitKind may, in its sole discretion, issue goodwill refunds or credits in amounts and under circumstances it deems appropriate, without creating any obligation or precedent to do so in future cases. FitKind's current refund procedures and applicable timeframes are described in the Refund Policy available on the Platform.

(g) Provider-Set Fees and Marketplace Transactions. Certain Services or experiences available through the Platform may be offered by independent Providers, who may set their own prices, cancellation policies, or additional fees. FitKind is not responsible for Provider-set pricing, refunds, or disputes between you and a Provider. Any payment obligations you have to a Provider are solely between you and that Provider, subject to any applicable Provider terms disclosed through the Platform.

(h) Missed Sessions and Cancellations. If FitKind enables scheduling, reservations, or bookings for Provider-offered services, additional cancellation or no-show policies may apply and will be disclosed at the time

of booking. You are responsible for reviewing and complying with any such policies. Failure to cancel within the applicable cancellation window or failure to attend a scheduled session may result in fees or loss of access, as disclosed at the time of booking.

(i) Third-Party Charges. You are responsible for all third-party charges associated with accessing or using the Platform, including internet service provider fees, mobile carrier charges, device costs, or other fees required to access the Platform or Services.

4. Promotions

(a) Trials and Introductory Access. From time to time, FitKind may offer free or discounted trial access, beta access, or other introductory offers that allow users to access certain features of the Platform for a limited period (**"*Trials*"**). The features, content, and functionality available during a Trial may differ from those available under paid subscriptions or other offerings. The duration, scope, and any applicable conditions of a Trial will be disclosed at the time you sign up.

Unless otherwise stated, a Trial begins at the time of activation and ends at the date and time specified in the applicable offer. FitKind reserves the right to modify, suspend, or terminate any Trial at any time in its discretion. If a Trial converts into a paid subscription or Paid Feature, such conversion and any associated charges will be clearly disclosed in advance. You are responsible for canceling a Trial before the end of the Trial period if you do not wish to continue with any paid offering.

Trials are non-transferable, have no cash value, and may not be combined with other offers unless expressly stated otherwise. FitKind may limit Trials to new users only and reserves the right to determine eligibility for any Trial in its sole discretion.

(b) Gift Cards and Promotional Credits (If Offered). FitKind may, from time to time, make available gift cards, promotional credits, or similar promotional instruments. Any such instruments will be subject to additional terms and conditions disclosed at the time of issuance. Unless expressly stated otherwise:

- Gift cards and promotional credits are non-transferable and non-refundable
- They may only be used for eligible Services or Paid Features through the Platform
- They have no cash value and may not be redeemed for cash

Promotional credits may expire as disclosed at the time of issuance.

(c) Referral Programs. FitKind may offer referral programs that provide incentives to users who invite others to join the Platform. Any referral program will be subject to separate terms and conditions provided at the time the program is offered. FitKind reserves the right to modify, suspend, or terminate any referral program at any time and to revoke referral incentives if it reasonably determines that a user has violated the applicable referral terms or these Terms.

(d) Other Promotions. FitKind may offer additional promotions, discounts, or special offers from time to time. Each promotion may be governed by its own terms and conditions, which will be disclosed in connection with the promotion and incorporated into these Terms by reference.

5. Termination or Modification by FitKind

FitKind reserves the right, in its sole discretion and at any time, to suspend, restrict, or terminate your access to the Platform or Services, your account, or any portion thereof, and to modify, suspend, or discontinue any aspect of the Platform or Services, with or without notice, subject to applicable law. This may include, without limitation, the right to:

- Suspend or terminate user accounts;
- Restrict access to certain features or content;
- Modify or discontinue any feature, functionality, or Service;
- Remove or disable access to content or community features; or
- Modify or terminate any Paid Feature, subscription, or promotional offering.

FitKind may take such action if we reasonably believe that:

- You have violated these Terms or any applicable law;

- Your use of the Platform poses a risk to other users, Providers, or the Platform;
- Your conduct is harmful, abusive, fraudulent, or otherwise inappropriate; or
- Such action is necessary to protect the integrity, security, or operation of the Platform.

Upon termination or suspension of your account:

- Your right to access or use the Platform and Services will immediately cease;
- We may deactivate or delete your account and associated information in accordance with our Privacy Policy; and
- You may be prohibited from creating a new account or accessing the Platform in the future.

FitKind shall not be liable to you or any third party for any termination, suspension, or modification of the Platform or Services, except as expressly provided in these Terms or required by applicable law. If FitKind terminates a paid subscription without cause, your sole and exclusive remedy will be a prorated refund of any prepaid fees attributable to the unused portion of the applicable billing period, less the value of any Services already provided or used, to the extent permitted by law.

If your account is terminated due to a violation of these Terms or improper or unlawful use of the Platform, you will not be entitled to any refund. If you are dissatisfied with any modification to the Platform or Services, your sole remedy is to discontinue use of the Platform and, if applicable, cancel any subscription in accordance with these Terms.

6. Privacy

Your privacy is important to FitKind. Our **Privacy Policy** https://www.joinfitkind.com/privacy, which describes how we collect, use, store, and share personal information, is incorporated into these Terms by reference. By using the Platform or Services, you acknowledge that you have reviewed and agree to the practices described in the Privacy Policy.

Certain features of the Platform may allow you to share information with independent Providers, such as trainers or wellness professionals. For example, when you choose to connect with a Provider or participate in Provider-offered services, that Provider may have access to limited information about you, such as your name, contact information, and other information you voluntarily choose to share through the Platform.

Any information you share with a Provider is shared at your direction. Providers are independent third parties and are responsible for their own handling and use of such information in accordance with their own privacy practices and any applicable agreements between you and the Provider. FitKind does not control and is not responsible for a Provider's privacy or data practices.

Please review the Privacy Policy for additional details regarding data collection, use, sharing, and your rights and choices.

You acknowledge and agree that participation in community features, group activities, or other interactive aspects of the Platform may involve sharing information or content with other users, and that such interactions may not be private.

Where FitKind receives a government or law enforcement request for user or trainer data, FitKind will produce information only in response to legally valid and properly scoped legal process (such as a subpoena, court order, or warrant) and will disclose only the minimum information legally required. Where permitted by law, FitKind will endeavor to notify the affected user or trainer prior to disclosure. If the legal process is accompanied by a non-disclosure or gag order prohibiting FitKind from revealing the existence of such request, FitKind will be unable to provide such notice. Please review our Privacy Policy for further details on how FitKind handles legal requests for data.

7. Prohibited Conduct

To help maintain a safe, inclusive, and respectful environment, you agree that you will not engage in any of the following conduct in connection with your use of the Platform or Services:

(a) You will not harass, threaten, stalk, intimidate, abuse, defraud, or otherwise harm any user, Provider, FitKind personnel, or any other person, or create or contribute to an unsafe, hostile, discriminatory, or disruptive environment.

(b) You will not impersonate any person or entity, misrepresent your identity or affiliation, access another user's account without authorization, or create more than one account without FitKind's permission.

(c) You will not share your account credentials with any third party, allow others to access your account, or permit anyone else to use the Platform or Services through your account, except where expressly authorized by FitKind.

(d) You will not use the Platform or Services for any purpose other than their intended personal, non-commercial use, including reselling, sublicensing, or exploiting access to the Platform or Services without FitKind's prior written consent.

(e) You will not bypass, avoid, or circumvent the Platform, including by attempting to interact with Providers, schedule services, or cancel sessions outside of the Platform where such actions are required to occur through the Platform.

(f) You will not copy, reproduce, modify, distribute, sell, license, publicly display, publicly perform, transmit, or otherwise exploit any portion of the Platform, Services, or content made available through the Platform, except as expressly permitted by these Terms.

(g) You will not upload, post, transmit, or otherwise make available any content that infringes or violates the intellectual property, privacy, or other rights of any person; is defamatory, obscene, pornographic, sexually explicit, hateful, violent, or otherwise offensive or inappropriate; contains malware, viruses, or other harmful code; or is unlawful or encourages unlawful conduct.

(h) You will not interfere with, disrupt, damage, or attempt to gain unauthorized access to any part of the Platform, servers, networks, or related systems, including through hacking, data mining, scraping, reverse engineering, or similar activities.

(i) You will not use any robot, spider, scraper, crawler, or other automated means to access, extract, or collect data from the Platform without FitKind's express written permission, or bypass any technical measures used to restrict access.

(j) You will not access or use the Platform or any content, data, outputs, or information derived from it, directly or indirectly, to monitor, benchmark, or evaluate the Platform for competitive purposes, or to create, train, test, or improve any artificial intelligence, machine learning, large language, or generative AI models.

(k) You will not record, capture, transmit, or redistribute any live or on-demand sessions, content, or experiences made available through the Platform, except where expressly permitted by FitKind or the applicable Provider.

(l) You will not send unsolicited offers, advertisements, promotional materials, or spam to users or Providers through the Platform.

(m) You will not remove, disable, circumvent, or otherwise interfere with any security-related features of the Platform or any features that limit or restrict use or copying of content.

(n) You will not use the Platform or Services for any purpose that is unlawful, harmful, or otherwise prohibited by these Terms or applicable law.

FitKind's Community Guidelines, if published, are incorporated into these Terms by reference. FitKind reserves the right, in its sole discretion, to investigate violations, remove or restrict access to content, suspend or terminate accounts, or take any other action it deems appropriate to protect the Platform, users, and Providers.

8. Community Groups

(a) **User-Driven Spaces; No Employer Sponsorship**. The Platform may offer affinity-based or interest-based community groups ("Community Groups"), including groups organized around shared identities,

experiences, or interests. Community Groups are optional, user-driven spaces. They are not employer-sponsored forums, are not extensions of any user's workplace, and participation does not affect any user's employment relationship. FitKind does not endorse, moderate, or take responsibility for the content of Community Groups except as described in these Terms.

(b) **Cross-Organization Participation; No Employer Visibility**. Community Groups may include users from multiple employer organizations. Employer clients of FitKind do not have visibility into any individual user's Community Group participation, membership, or communications, unless the user expressly chooses to disclose such information. FitKind is not responsible for employment-related outcomes, disputes, or claims arising from user interactions within Community Groups.

(c) **Privacy in Community Groups**. Participation in Community Groups is entirely voluntary and self-directed. Users should not share information in a Community Group that they are not comfortable disclosing to other group participants. Information shared in a Community Group is visible to other members of that group. FitKind does not use Community Group membership data for advertising targeting and does not share such data with employers. Please review our Privacy Policy for further details.

(d) **Conduct; FitKind's Rights**. The Prohibited Conduct provisions of Section 7 of these Terms apply fully to all interactions within Community Groups. FitKind reserves the right, but not the obligation, to monitor, remove content from, or suspend access to any Community Group if FitKind reasonably determines that a violation has occurred or that continued operation poses a legal, safety, or reputational risk. Users may report concerns regarding Community Group conduct through FitKind's reporting mechanism.

9. User Submissions

The Platform may allow you and other users to submit, post, share, or otherwise make available content and information, including without limitation text, images, videos, profile information, community posts, comments, reflections, ratings, reviews, feedback, and other materials arising from your use of the Platform (collectively, **"*User Submissions*"**).

You are solely responsible for your User Submissions and for the consequences of posting or sharing them. You should carefully consider what information you choose to share through the Platform. FitKind does not guarantee the confidentiality or anonymity of any User Submissions, particularly where such submissions are shared through community features or public-facing areas of the Platform. For information about how FitKind collects, uses, and shares personal information, please review our Privacy Policy.

User reviews, ratings, and other feedback may be visible to other users and, where applicable, to Providers or the public. Reviews reflect the opinions and experiences of the individual user and do not represent the views of FitKind. FitKind does not endorse, verify, or guarantee the accuracy or completeness of any User Submissions and is not responsible for any User Submissions posted by users.

FitKind reserves the right, but not the obligation, to monitor, review, edit, remove, restrict, or disable access to any User Submissions at any time, with or without notice, for any reason, including if FitKind reasonably believes that such User Submissions violate these Terms, applicable law, or FitKind's Community Guidelines. FitKind assumes no responsibility or liability for User Submissions.

You retain ownership of any intellectual property rights you hold in your User Submissions. However, by submitting User Submissions through the Platform, you grant FitKind and its affiliates, partners, and service providers a worldwide, non-exclusive, royalty-free, fully paid-up, sublicensable, and transferable license to use, host, store, reproduce, modify, adapt, translate, create derivative works from, publicly display, publicly perform, distribute, and otherwise use such User Submissions in connection with operating, improving, promoting, and providing the Platform and Services, in any media now known or later developed.

Provider content, including workouts, programs, videos, audio, recommendations, and other materials, is created and provided by Providers**,** not by FitKind. FitKind does not review, approve, monitor, or verify Provider content for accuracy, safety, completeness, or compliance with professional standards.

To the extent permitted by applicable law, you waive any moral rights or similar rights you may have in your User Submissions, including any right of attribution or integrity, to the extent necessary to allow FitKind to use your User Submissions as described above.

You represent and warrant that: (i) you own or have all necessary rights, licenses, and permissions to submit your User Submissions and grant the license described above; (ii) your User Submissions do not infringe or violate the rights of any third party; and (iii) your User Submissions comply with these Terms and applicable law.

You acknowledge that you may be exposed to User Submissions that are inaccurate, incomplete, offensive, or objectionable. You agree that FitKind shall not be liable for any User Submissions or for any loss or damage resulting from your reliance on or exposure to User Submissions.

If you provide FitKind with comments, suggestions, ideas, bug reports, or other feedback regarding the Platform or Services ("***Feedback***"), you acknowledge and agree that FitKind may use such Feedback without restriction, compensation, or obligation to you, including incorporating such Feedback into the Platform or Services.

FitKind respects intellectual property rights and will respond to valid notices of alleged infringement in accordance with applicable law. FitKind reserves the right to terminate or suspend accounts of users who repeatedly or materially infringe the intellectual property rights of others.

To the extent permitted by law, you grant FitKind permission to display your User Submissions in connection with the operation, promotion, or marketing of the Platform, including in connection with community features or Platform communications, subject to your privacy and sharing settings.

10. Ownership; Proprietary Rights; Content

(a) The Platform, including all software, technology, designs, text, graphics, images, videos, audio, user interfaces, logos, trademarks, service marks, trade dress, data compilations, and other content made available by FitKind (collectively, **"*FitKind Content*"**), is owned by or licensed to FitKind and is protected by United States and international intellectual property laws.

(b) Except for User Submissions and content provided by independent Providers, all FitKind Content is the exclusive property of FitKind or its licensors. Nothing in these Terms grants you any ownership interest in or to the Platform or FitKind Content.

(c) You are granted a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to access and use the Platform and FitKind Content **solely for your personal, non-commercial use** in accordance with these Terms. All rights not expressly granted are reserved by FitKind.

(d) You may not copy, reproduce, distribute, modify, adapt, publicly display, publicly perform, transmit, sell, license, create derivative works from, or otherwise exploit any FitKind Content without FitKind's prior written consent, except as expressly permitted by these Terms.

(e) Certain content available through the Platform may be provided by independent Providers or other third parties. Such content remains the property of the applicable Provider or third party and is subject to any additional terms disclosed in connection with that content. FitKind does not claim ownership of Provider content and is not responsible for the accuracy, legality, or quality of such content.

(f) You agree not to reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of any portion of the Platform, nor to bypass, disable, or interfere with any security or usage restrictions applicable to the Platform or FitKind Content, except to the extent such restrictions are prohibited by applicable law.

(g) You agree not to record, download, capture, reproduce, or redistribute any on-demand or live content made available through the Platform, including Provider-led sessions or workouts, except where expressly permitted by FitKind or the applicable Provider.

(h) The Platform and FitKind Content are provided **"as is" and "as available"**, without warranties of any kind, either express or implied, to the fullest extent permitted by law. FitKind disclaims all warranties, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement. FitKind does not warrant that the Platform or FitKind Content will be uninterrupted, error-free, or free of harmful components.

(i) FitKind and its licensors reserve the right to remove, modify, or disable access to any FitKind Content or Provider content at any time without notice.

(j) To the fullest extent permitted by law, FitKind and its affiliates, officers, directors, employees, contractors, agents, and licensors shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to your access to or use of the Platform or any content made available through it.

11. Third-Party Sites, Products and Services; Links

The Site may include links or access to other web sites or services ("Linked Sites") solely as a convenience to users. FitKind does not endorse any such Linked Sites, or the information, material, products, or services contained on other linked sites or accessible through other Linked Sites. Furthermore, FitKind makes no express or implied warranties with regard to the information, material, products, or services that are contained on or accessible through linked sites. ACCESS AND USE OF LINKED SITES, INCLUDING THE INFORMATION, MATERIAL, CONTENT, PRODUCTS, AND SERVICES ON LINKED SITES OR AVAILABLE THROUGH LINKED SITES, IS SOLELY AT YOUR OWN RISK.

Sometimes promotional plans are offered in conjunction with the provision of third party products and services. We are not responsible for the products and services provided by such third parties, and use of such products and services is at your own risk.

Your correspondence or business dealings with, or participation in promotions of, third parties found on or through the Site are solely between you and such third party. YOU AGREE THAT FITKIND, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, LICENSORS, AND SERVICE PROVIDERS (COLLECTIVELY, THE "FITKIND RELEASEES") WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS THE RESULT OF ANY SUCH DEALINGS OR AS THE RESULT OF THE PRESENCE OF SUCH THIRD PARTIES ON THE SITE.

12. Electronic Signatures and Agreements

You acknowledge and agree that by clicking on the button labeled "CONFIRM PURCHASE," "SUBMIT", "DOWNLOAD", "START MEMBERSHIP", "PLACE MY ORDER", "I ACCEPT", "OK", "LOG IN WITH ACCOUNT", "GET STARTED", or such similar links as may be designated by FitKind to accept the terms and conditions of these Terms, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by these Terms. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, including without limitation the United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229 (the "E-Sign Act") or other similar statutes, YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SITE OR SERVICES OFFERED BY FITKIND. Further, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

13. General Disclaimers; No Warranties

FITKIND PROVIDES A TECHNOLOGY PLATFORM THAT ENABLES USERS TO DISCOVER, ACCESS, AND INTERACT WITH WELLNESS-RELATED CONTENT, SERVICES, AND EXPERIENCES OFFERED BY PROVIDERS. **FITKIND DOES NOT PROVIDE FITNESS TRAINING, MEDICAL SERVICES, MENTAL HEALTH SERVICES, THERAPY, COUNSELING, OR HEALTHCARE OF ANY KIND**, AND DOES NOT GUARANTEE THE QUALITY, SAFETY, LEGALITY, OR SUITABILITY OF ANY PROVIDER SERVICES OR CONTENT. ALL PROVIDER SERVICES AND CONTENT ARE OFFERED **SOLELY BY THE APPLICABLE PROVIDER**, AND ANY AGREEMENT FORMED IN CONNECTION WITH SUCH SERVICES IS **BETWEEN YOU AND THE PROVIDER ONLY**.

CERTAIN CONTENT, EXPERIENCES, SESSIONS, OR SERVICES MADE AVAILABLE THROUGH THE PLATFORM MAY BE PROVIDED BY PROVIDERS, AND NOT BY FITKIND. **FITKIND DOES NOT**

PROVIDE FITNESS TRAINING, MEDICAL CARE, MENTAL HEALTH SERVICES, THERAPY, OR PROFESSIONAL ADVICE OF ANY KIND.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, **YOUR USE OF THE PLATFORM AND YOUR PARTICIPATION IN ANY ACTIVITIES, WORKOUTS, SESSIONS, OR EXPERIENCES MADE AVAILABLE THROUGH THE PLATFORM IS ENTIRELY AT YOUR OWN RISK**. PHYSICAL ACTIVITY AND MOVEMENT INVOLVE INHERENT RISKS, INCLUDING THE RISK OF INJURY. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER YOU ARE PHYSICALLY AND MENTALLY ABLE TO PARTICIPATE IN ANY ACTIVITY AND FOR CONSULTING A QUALIFIED PROFESSIONAL BEFORE ENGAGING IN PHYSICAL OR WELLNESS ACTIVITIES IF APPROPRIATE.

FITKIND DOES NOT ASSUME ANY LIABILITY FOR THE ACTS, OMISSIONS, ADVICE, CONTENT, OR SERVICES OF ANY PROVIDER OR OTHER THIRD PARTY. **FITKIND IS NOT AN AGENT, PARTNER, EMPLOYER, OR REPRESENTATIVE OF ANY PROVIDER**, AND DOES NOT CONTROL OR SUPERVISE PROVIDER ACTIVITIES.

THE PLATFORM, SERVICES, AND ALL CONTENT AND FEATURES MADE AVAILABLE THROUGH THE PLATFORM ARE PROVIDED **"AS IS" AND "AS AVAILABLE,"** WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, FITKIND DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, FITKIND MAKES NO REPRESENTATIONS OR WARRANTIES THAT: (I) THE PLATFORM OR ANY CONTENT OR EXPERIENCE IS SUITABLE FOR YOU OR WILL MEET YOUR INDIVIDUAL NEEDS; (II) ANY WORKOUT, RECOMMENDATION, OR CONTENT IS SAFE, EFFECTIVE, OR APPROPRIATE FOR YOUR CIRCUMSTANCES; (III) THE PLATFORM OR ANY FEATURE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (IV) THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS; OR (V) ANY INFORMATION PROVIDED THROUGH THE PLATFORM IS ACCURATE, COMPLETE, CURRENT, OR RELIABLE.

ALL CONTENT IS PROVIDED FOR GENERAL INFORMATIONAL AND WELLNESS PURPOSES ONLY. **ANY RELIANCE ON INFORMATION PROVIDED THROUGH THE PLATFORM IS AT YOUR OWN RISK.** ANY MATERIALS OR DATA DOWNLOADED OR ACCESSED THROUGH THE PLATFORM ARE OBTAINED AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OF DATA RESULTING FROM SUCH ACCESS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIMITATIONS ON LIABILITY. IF SUCH LAWS APPLY TO YOU, SOME OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY. IN SUCH CASES, ANY APPLICABLE WARRANTIES WILL BE LIMITED TO THE MINIMUM DURATION REQUIRED BY LAW.

14. Waiver and Release

YOU UNDERSTAND AND AGREE THAT **FITKIND IS A TECHNOLOGY PLATFORM AND MARKETPLACE**, AND **NOT** A GYM, FITNESS STUDIO, WELLNESS CLINIC, MEDICAL PROVIDER, MENTAL HEALTH PROVIDER, OR HEALTHCARE FACILITY. ANY WORKOUTS, SESSIONS, CONTENT, EXPERIENCES, OR SERVICES MADE AVAILABLE THROUGH THE PLATFORM MAY BE PROVIDED BY PROVIDERS, AND **NOT BY FITKIND**. FITKIND DOES NOT SUPERVISE, CONTROL, OR GUARANTEE THE QUALITY, SAFETY, OR APPROPRIATENESS OF ANY PROVIDER OR PROVIDER-OFFERED SERVICE.

YOU ACKNOWLEDGE THAT PARTICIPATION IN FITNESS, MOVEMENT, AND WELLNESS ACTIVITIES INVOLVES **INHERENT RISKS**, INCLUDING THE RISK OF PHYSICAL INJURY, ILLNESS, EMOTIONAL DISTRESS, PROPERTY DAMAGE, OR, IN RARE CASES, SERIOUS BODILY INJURY OR DEATH. ACTIVITIES OFFERED THROUGH THE PLATFORM MAY VARY IN INTENSITY AND MAY NOT BE SUITABLE FOR ALL INDIVIDUALS. **YOU VOLUNTARILY CHOOSE TO PARTICIPATE AND ASSUME ALL SUCH RISKS**, WHETHER KNOWN OR UNKNOWN, FORESEEABLE OR

UNFORESEEABLE.

YOU ACKNOWLEDGE AND AGREE THAT IT IS **YOUR SOLE RESPONSIBILITY** TO DETERMINE WHETHER YOU ARE PHYSICALLY AND MENTALLY ABLE TO PARTICIPATE IN ANY ACTIVITY MADE AVAILABLE THROUGH THE PLATFORM. YOU AGREE TO CONSULT WITH A QUALIFIED PHYSICIAN OR OTHER HEALTHCARE PROFESSIONAL BEFORE ENGAGING IN ANY PHYSICAL OR WELLNESS ACTIVITY, PARTICULARLY IF YOU HAVE A MEDICAL CONDITION, INJURY, DISABILITY, OR OTHER HEALTH CONCERN. **DO NOT PARTICIPATE IN ANY ACTIVITY IF A HEALTHCARE PROFESSIONAL ADVISES AGAINST IT.** IF YOU EXPERIENCE DIZZINESS, FAINTNESS, PAIN, SHORTNESS OF BREATH, OR DISCOMFORT DURING ANY ACTIVITY, YOU SHOULD STOP IMMEDIATELY AND SEEK APPROPRIATE CARE.

FITKIND EXPRESSLY DISCLAIMS ALL RESPONSIBILITY AND LIABILITY ARISING FROM OR RELATED TO THE ACTS, OMISSIONS, ADVICE, INSTRUCTIONS, RECOMMENDATIONS, OR SERVICES OF PROVIDERS, WHETHER OCCURRING ONLINE, IN-PERSON, LIVE, RECORDED, OR OTHERWISE.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE PLATFORM PROVIDES CONTENT AND INFORMATION FOR **GENERAL WELLNESS, EDUCATIONAL, AND INFORMATIONAL PURPOSES ONLY**. NOTHING ON THE PLATFORM CONSTITUTES MEDICAL ADVICE, MENTAL HEALTH TREATMENT, THERAPY, DIAGNOSIS, OR PROFESSIONAL HEALTHCARE SERVICES. YOU SHOULD NOT RELY ON ANY INFORMATION PROVIDED THROUGH THE PLATFORM AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL OR MENTAL HEALTH ADVICE, DIAGNOSIS, OR TREATMENT.
TO THE FULLEST EXTENT PERMITTED BY LAW, **YOU HEREBY RELEASE, WAIVE, DISCHARGE, AND HOLD HARMLESS FITKIND AND THE FITKIND RELEASEES FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES**, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF THE PLATFORM OR YOUR PARTICIPATION IN ANY ACTIVITIES, SESSIONS, CONTENT, OR EXPERIENCES MADE AVAILABLE THROUGH THE PLATFORM, INCLUDING CLAIMS BASED ON NEGLIGENCE, BUT EXCLUDING CLAIMS ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT TO THE EXTENT SUCH EXCLUSION IS NOT PERMITTED BY LAW.

THIS WAIVER AND RELEASE APPLIES TO ALL CLAIMS FOR PERSONAL INJURY, BODILY HARM, ILLNESS, EMOTIONAL DISTRESS, PROPERTY DAMAGE, OR DEATH ARISING FROM OR RELATED TO YOUR USE OF THE PLATFORM OR PARTICIPATION IN ANY ACTIVITY, WHETHER OCCURRING DURING OR AFTER SUCH PARTICIPATION.

SOME JURISDICTIONS DO NOT PERMIT CERTAIN WAIVERS OR LIMITATIONS OF LIABILITY. IF SUCH LAWS APPLY TO YOU, THIS WAIVER WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

15. Indemnification; Hold Harmless

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless FitKind and FitKind Releasees from and against any and all claims, demands, actions, suits, proceedings, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (i) your access to or use of the Platform or Services; (ii) your violation of these Terms or any applicable law or regulation; (iii) your User Submissions or any content you submit, post, transmit, or make available through the Platform; (iv) your interactions with any Provider or other user; (v) any injury, harm, loss, or damage caused by your conduct or misuse of the Platform or Services; or (vi) your breach of any representation, warranty, or covenant set forth in these Terms.

FitKind reserves the right, at your expense, to assume the exclusive defense and control of any matter subject to indemnification under this section, and you agree to cooperate fully with such defense. You may not settle any indemnified claim without FitKind's prior written consent if the settlement imposes any obligation or liability on a FitKind Releasee.

This indemnification obligation will survive the termination or expiration of these Terms and your use of the Platform.

16. Limitation of Liability and Damages

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, **FITKIND AND FITKIND RELEASEES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES**, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOSS OF DATA, PERSONAL INJURY, EMOTIONAL DISTRESS, OR LOSS OF GOODWILL, ARISING OUT OF OR RELATED TO YOUR ACCESS TO OR USE OF THE PLATFORM, SERVICES, OR ANY CONTENT, ACTIVITIES, SESSIONS, OR EXPERIENCES MADE AVAILABLE THROUGH THE PLATFORM, UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
TO THE FULLEST EXTENT PERMITTED BY LAW**,** THE TOTAL AGGREGATE LIABILITY OF THE FITKIND RELEASEES TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS, THE PLATFORM, OR THE SERVICES WILL NOT EXCEED THE GREATER OF**: (I)** FIFTY U.S. DOLLARS (USD $50)**,** OR (II) THE TOTAL AMOUNT ACTUALLY PAID BY YOU TO FITKIND (IF ANY) IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM**.**

THESE LIMITATIONS APPLY REGARDLESS OF WHETHER THE ALLEGED LIABILITY ARISES FROM USE OF THE PLATFORM, PARTICIPATION IN ANY ACTIVITY, RELIANCE ON ANY CONTENT, INTERACTION WITH PROVIDERS OR OTHER USERS, OR ANY OTHER MATTER RELATING TO THE PLATFORM OR SERVICES, AND REGARDLESS OF WHETHER ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF SUCH LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY, AND IN SUCH CASES THE LIABILITY OF THE FITKIND RELEASEES WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

17. Providers Waivers and Additional Terms

By accessing or participating in any sessions, activities, content, or services made available through the Platform, you acknowledge and agree that Providers may require you to agree to additional waivers, releases, policies, rules, or terms as a condition of participation.

You agree that any such Provider waivers or terms are entered into directly between you and the applicable Provider, and not with FitKind. FitKind does not review, control, or enforce Provider waivers or terms and is not responsible for their content or enforceability.

Participation in certain sessions or experiences may be subject to Provider-specific requirements, including eligibility criteria, safety rules, equipment requirements, or conduct standards. You understand and agree that you may be denied access to or participation in a session or experience if you do not comply with applicable Provider requirements or waivers.

If you have questions regarding a Provider's waiver, policies, or terms, you are responsible for reviewing them and contacting the applicable Provider directly. FITKIND MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING PROVIDER WAIVERS OR TERMS AND DISCLAIMS ANY LIABILITY ARISING FROM THEM TO THE FULLEST EXTENT PERMITTED BY LAW.

18. Arbitration Agreement

PLEASE READ THE FOLLOWING CAREFULLY: IT AFFECTS YOUR LEGAL RIGHTS.

This section requires you and FitKind to resolve certain disputes through binding arbitration on an individual basis rather than in court.

(a) Agreement to Arbitrate. You and FitKind agree that any dispute, claim, or controversy arising out of or relating to these Terms, your access to or use of the Platform or Services, your interactions with Providers or other users, or the relationship between you and FitKind (collectively, **"*Disputes*"**) shall be resolved exclusively by final and binding arbitration on an individual basis, and not in a court of law, except as expressly provided below.

This agreement to arbitrate applies to all Disputes, whether based in contract, tort (including negligence), statute, regulation, ordinance, or any other legal or equitable theory, and applies to claims that arose before, during, or after your use of the Platform.

(b) Exceptions. Either you or FitKind may bring an individual claim in small claims court, provided the claim qualifies for and remains in that court. In addition, this Arbitration Agreement does not apply to claims seeking injunctive or equitable relief to prevent the unauthorized use, disclosure, or infringement of intellectual property rights.

(c) Governing Law and Arbitration Rules. This Arbitration Agreement is governed by the Federal Arbitration Act (9 U.S.C. §§ 1–16). Arbitration shall be administered by JAMS and conducted before a single arbitrator in accordance with the JAMS Comprehensive Arbitration Rules, as modified by this Agreement. If there is any conflict between the JAMS rules and this Agreement, this Agreement shall control.

(d) Location and Procedure. Unless otherwise agreed by the parties, arbitration shall take place in New York County, New York, or may be conducted by video or telephone at your election. The arbitrator may award any relief available under applicable law, but only on an individual basis.

(e) Fees and Costs. If FitKind initiates arbitration, FitKind will pay all applicable arbitration filing fees. If you initiate arbitration, you will be responsible only for the initial filing fee up to the amount you would be required to pay to file a complaint in court; FitKind will pay all remaining arbitration fees. Each party shall bear its own attorneys' fees unless otherwise required by applicable law.

(f) Class Action Waiver. **YOU AND FITKIND AGREE THAT ALL DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY.** No arbitration or other proceeding may be conducted on a class, collective, representative, or private attorney general basis. The arbitrator may not consolidate claims or preside over any form of representative proceeding. If this Class Action Waiver is found to be unenforceable, then this entire Arbitration Agreement shall be null and void.

(g) Waiver of Jury Trial. By agreeing to this Arbitration Agreement, you and FitKind knowingly and voluntarily waive the right to a trial by judge or jury in any Dispute covered by this Agreement.

(h) Severability and Survival. If any provision of this Arbitration Agreement, other than the Class Action Waiver, is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Arbitration Agreement shall survive the termination of your relationship with FitKind and your use of the Platform.

19. Miscellaneous

(a) Choice of Law; Forum. These Terms and any Dispute arising out of or relating to them shall be governed by and construed in accordance with the laws of the State of New York, United States, without regard to its conflict of laws principles, and consistent with the Federal Arbitration Act, to the extent applicable. To the extent any Dispute is permitted to proceed in court rather than arbitration (including claims excluded from arbitration or where arbitration is found unenforceable), such Dispute shall be brought exclusively in the state or federal courts located in New York, New York, unless otherwise required by applicable law. You consent to the personal jurisdiction and venue of such courts for purposes of litigating any such claims. Nothing in these Terms deprives you of rights afforded by mandatory consumer protection laws of your country of residence that cannot be waived as a matter of law.

(b) Assignment. FitKind may assign, transfer, novate, or subcontract any or all of its rights and obligations under these Terms, in whole or in part, at any time without notice to or consent from you. These Terms will bind and inure to the benefit of FitKind's successors and permitted assigns. You may not assign or transfer these Terms without FitKind's prior written consent.

(c) Severability. If any provision of these Terms is held to be unlawful, void, or unenforceable, such provision shall be severed and the remaining provisions shall remain in full force and effect.

(d) Headings. Section headings are for convenience only and shall not affect the interpretation of these Terms.

(e) Entire Agreement. These Terms, together with any Additional Terms or policies expressly incorporated by reference, constitute the entire agreement between you and FitKind regarding the subject matter hereof and supersede all prior or contemporaneous agreements, communications, or understandings, whether written or oral.

(f) Claims; Statute of Limitations. To the fullest extent permitted by law, any claim or cause of action arising out of or relating to these Terms or your use of the Platform must be brought within one (1) year after the claim accrues, or such claim shall be permanently barred.

(g) Disclosures; Contact Information. The Platform is operated by FitKind LLC, a Delaware limited liability company. You may contact FitKind at:

153 S Shore Road, Littleton, NH 03561
or via email at nisha@joinfitkind.com.

If you are a California resident, you may request this information by email or mail, and FitKind will respond in accordance with applicable law.

(h) Waiver. No waiver of any provision of these Terms will be effective unless in writing and signed by an authorized representative of FitKind. Any waiver of a breach shall not constitute a waiver of any other breach or provision.

(i) Notice. Except where expressly stated otherwise, legal notices to FitKind shall be sent to the address set forth above. Legal notices to you will be sent to the email address associated with your account. Notice will be deemed given 24 hours after email transmission, unless the sender receives notice that the email was not delivered. FitKind may also provide notice by mail, which will be deemed given three (3) days after mailing.

(j) No Class Actions. To the fullest extent permitted by law, you agree that any Dispute must be brought in your individual capacity only, and not as a plaintiff or class member in any purported class, collective, representative, or private attorney general action, except as expressly permitted under the Arbitration Agreement.

(k) California Consumer Disclosure. In accordance with California Civil Code Section 1789.3, users who are California residents are entitled to the following specific consumer rights notice: The services are provided by FitKind LLC, with a principal place of business at 153 S Shore Road, Littleton, NH 03561. To file a complaint regarding the services or to receive further information regarding use of the services, please contact FitKind at nisha@joinfitkind.com. California residents may also contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.