

Ms Fit Terms of Use

This mobile application, and the websites and services available in connection with it (collectively the “Service”) are made available to you by Ms Fit Ltd and its subsidiaries (herein “Ms Fit”), subject to these terms and conditions, including those set forth in the Ms Fit Privacy Policy (collectively the “Terms”). By accessing, using or downloading the mobile application or any materials from the Service, you agree to follow and be bound by the Terms, which may be updated by Ms Fit from time to time without notice to you. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MUST NOT USE THE SERVICE. You can review the most current version of the Terms at any time at Terms of Use. Ms Fit and its third party providers may make improvements and/or changes in the products, services, mobile applications, features, programs, and prices described in the Terms at any time without notice. Certain provisions of the Terms may be supplemented or superseded by expressly designated legal notices or terms located on particular pages associated with the Service. The Service is not intended for and is not designed to attract children under 13 years of age. If you do not agree with the Terms, please do not use this Service. BY CONTINUING TO USE THE SERVICE, YOU ARE INDICATING YOUR AGREEMENT TO THE TERMS AND ALL REVISIONS THEREOF.

Ms Fit reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service or any portion thereof with or without notice. You agree that Ms Fit shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service or any portion thereof.

Registration

To use the services available on the Service, you must complete the membership registration form. You agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service’s registration form (“User Data”) and (b) maintain and promptly update the User Data to keep it accurate and current. You agree that Ms Fit may use your User Data to provide services on the Service for which you have expressed interest. If you provide any information that is inaccurate or not current, or Ms Fit has reasonable grounds to suspect that such information is inaccurate or not current, Ms Fit has the right to suspend or terminate your account and refuse any and all current or future use of the Service. In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of any applicable jurisdiction.

Payments

While certain aspects of the service are provided at no cost, certain features and events of the Service may require payments. If you choose to use such features or participate in certain events, you must payment information, such as credit card information (“Payment Method”). You agree to pay all fees and other charges incurred in connection with your username and password for your Ms Fit account. ALL PURCHASES ARE FINAL AND NO REFUND WILL BE GIVEN.

User Conduct

You are solely responsible for maintaining the confidentiality of the password associated with your account and for restricting access to your password and to your computer while

logged into the Service. You accept responsibility for all activities that occur under your account or from your computer. We endeavor to use reasonable security measures to protect against unauthorized access to your account. We cannot, however, guarantee absolute security of your account, your Content or the personal information you provide, and we cannot promise that our security measures will prevent third-party “hackers” from illegally accessing the Service or its contents. You agree to immediately notify Ms Fit of any unauthorized use of your account or password, or any other breach of security, and to accept all risks of unauthorized access to the User Data and any other information you provide to Ms Fit.

You understand that all information, data, text, software, sound, photographs, graphics, video, messages, tags, or other materials (“Content”), whether publicly posted or privately transmitted, available in connection with the Service are the sole responsibility of the person from whom such Content originated. This means that you, and not Ms Fit, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. If you enable the features that allow you to share Content with others, you agree that we have no liability regarding content you have shared. You represent and warrant that: (a) you have all the rights in the Content necessary for you to use the Service and to grant the rights in this Section; and, (b) the storage, use or transmission of the Content does not violate any law or these Terms. Ms Fit does not control or monitor the Content posted to the Service by others and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Ms Fit be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available on the Service.

You agree to not use the Service to: (a) upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable; (b) harm minors in any way; (c) impersonate any person or entity, including, but not limited to, a Ms Fit official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity; (d) upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships; (e) upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; (f) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation; (g) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (h) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; and/or (i) intentionally or unintentionally violate any applicable local, state, national or international law. You specifically agree not to access (or attempt to access) the Service or the Content through any automated means (including the use of any script, web crawler, robot, spider, or scraper), and that you will not forge or manipulate identifiers in order to disguise the origin of any access (or attempted access) to the Service.

You acknowledge that Ms Fit may or may not pre-screen or monitor Content, but that Ms Fit and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, monitor, refuse or remove any Content that is available via the Service.

Without limiting the foregoing, Ms Fit and its designees shall have the right to remove any Content that violates the Terms or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content available in connection with the Service, including any reliance on the accuracy, completeness, or usefulness of such Content.

You acknowledge, consent and agree that Ms Fit may access, preserve and disclose your User Data and other Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Ms Fit, its users and the public. Subject to the foregoing, Ms Fit will use reasonable efforts to maintain the confidentiality of your User Data and Payment Method information.

The Service is for your personal and noncommercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell for any commercial purposes any portion of the Service, use of the Service or access to the Service.

You understand that use of certain features of the Service may require you to purchase third party equipment or materials (e.g., GPS systems or treadmill sensors). While Ms Fit may recommend the equipment or materials of certain third party suppliers, Ms Fit shall have no responsibility for your acquisition or use of any third party equipment or materials and does not guarantee that third party equipment or materials will function with the Service or will be error-free.

Content Submitted to Service

Ms Fit does not claim ownership of Content you may submit or make available for inclusion on the Service. However, with respect to Content you submit or make available for inclusion on the Service (other than User Data or Payment Method information), you grant Ms Fit a worldwide, perpetual, irrevocable, royalty-free and non-exclusive license, as applicable, to use, distribute, reproduce, modify, adapt, publicly perform and publicly display and otherwise exploit such Content on the Service for the purposes of providing and promoting the Service and the features and services available on the Service, and for all uses consistent with our privacy policy and these Terms. Ms Fit cannot and does not guarantee the privacy of such Content.

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Third party product and service offerings made available to you on the Service, whether or not for an additional fee, may be made and offered directly by the applicable third party service provider or advertiser. When you access or purchase any such product or service offering through the Service, you acknowledge that you are contracting directly with the applicable third party service provider or advertiser and not with Ms Fit. Your correspondence or business dealings with, or participation in promotions of, third party service providers or advertisers found on or through the Service, including payment and

delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party service provider or advertiser. Although we are interested in receiving feedback regarding our third party service providers and advertisers and their products and services, and may from time to time assist you in your dealings with such third party service providers and advertisers, Ms Fit is not responsible for the performance or nonperformance of any third party service provider or advertiser. You are in no way obligated to use or transact business with any particular third party service provider or advertiser that appears on the Service. By interacting with any third party service provider you grant us permission to share any information or data you have submitted with that third party service provider. YOU AGREE THAT PAOFIT SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND INCURRED BY YOU AS THE RESULT OF ANY OF YOUR DEALINGS WITH THIRD PARTY SERVICE PROVIDERS OR ADVERTISERS AVAILABLE ON THE SERVICE.

Links

Third party product and service offerings made available to you on the Service, whether or not for an additional fee, may be made and offered directly by the applicable third party service provider or advertiser. When you access or purchase any such product or service offering through the Service, you acknowledge that you are contracting directly with the applicable third party service provider or advertiser and not with Ms Fit. Your correspondence or business dealings with, or participation in promotions of, third party service providers or advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party service provider or advertiser. Although we are interested in receiving feedback regarding our third party service providers and advertisers and their products and services, and may from time to time assist you in your dealings with such third party service providers and advertisers, Ms Fit is not responsible for the performance or nonperformance of any third party service provider or advertiser. You are in no way obligated to use or transact business with any particular third party service provider or advertiser that appears on the Service. By interacting with any third party service provider you grant us permission to share any information or data you have submitted with that third party service provider. YOU AGREE THAT PAOFIT SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND INCURRED BY YOU AS THE RESULT OF ANY OF YOUR DEALINGS WITH THIRD PARTY SERVICE PROVIDERS OR ADVERTISERS AVAILABLE ON THE SERVICE.

You are granted a limited, non-exclusive right to create a text hyperlink to the Service, provided such link does not portray Ms Fit or any of its products or services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking Service does not contain any pornographic, illegal, offensive, harassing or otherwise objectionable material.

Interactions with Service Providers

The Service functions as a venue to connect members in a virtual information place. As a neutral facilitator, Ms Fit is not directly involved in the actual transactions between members of the Service. As a result, Ms Fit has no control over the truth, accuracy, quality, legality, or safety of postings made by users of the Service. Ms Fit shall have no responsibility to confirm the identity of members. Ms Fit shall also have no responsibility to

confirm or verify the qualifications, background, or abilities of users of the Service. You shall at all time exercise common sense and good judgment when dealing with any user of the Service.

Electronic Communications

The Service may provide you with the ability to send e-mails, post messages to user forums, enter chat rooms, speak via Internet voice connections, share live or recorded video, or send similar messages and communications to third party service providers, advertisers, other users and/or Ms Fit. You agree to use communication methods available on the Service only to send communications and materials related to the subject matter for which Ms Fit provided the communication method, and you further agree that all such communications by you shall be deemed your Content and shall be subject to and governed by the Terms. By using any of the communications methods available on the Service, you acknowledge and agree that (a) all communications methods constitute public, and not private, means of communication between you and the other party or parties, (b) communications sent to or received from third party service providers, advertisers or other third parties are not be endorsed, sponsored or approved by Ms Fit (unless expressly stated otherwise by Ms Fit) and (c) communications are not pre-reviewed, post-reviewed, screened, archived or otherwise monitored by Ms Fit in any manner, though Ms Fit reserves the right to do so at any time at its sole discretion in accordance with the Terms. You agree that all notices, disclosures and other communications that we provide to you electronically shall satisfy any legal requirement that such communications be in writing.

Proprietary Rights

You acknowledge and agree that the Service, any necessary software used in connection with the Service (if any) and any Content available on the Service contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly permitted by applicable law or authorized by Ms Fit or applicable third party service providers or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service, the software or Content available on the Service (other than Content that you may submit), in whole or in part. Ms Fit grants you a personal, non-transferable and non-exclusive right and license to access and use the Service; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Service. You agree not to access the Service by any means other than through the interface that is provided by Ms Fit for use in accessing the Service.

The term Ms Fit, the Ms Fit logo and other Ms Fit logos and product and service names are the exclusive trademarks of, and are owned by, Ms Fit, and you may not use or display such trademarks in any manner without Ms Fit's prior written permission. Any third party trademarks or service marks displayed on the Service are the property of their respective owners.

Ms Fit reserves all rights not expressly granted hereunder.

Your Feedback

We welcome your comments, feedback, suggestions, and other communications regarding the Service and the information and services we make available through the Service (collectively, "Feedback"). While you are not obligated to provide Feedback, in the event that you provide Feedback, you hereby grant to Ms Fit a worldwide, non-exclusive, transferrable, assignable, sub-licenseable, perpetual, irrevocable, royalty-free license to copy, distribute, create derivative works of, publicly display and perform and otherwise exploit such Feedback and to use, make, have made, sell, offer for sale, import and export products and services based on such Feedback. For this reason, we ask that you not send Ms Fit any Feedback that you do not wish to license to us as set forth above.

Disclaimer of Warranties and Liability

THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND CONTENT AVAILABLE ON THE SERVICE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. AND WITHOUT WARRANTY. YOU EXPRESSLY AGREE THAT THE USE OF THE SERVICE IS AT YOUR SOLE RISK. PAOFIT AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES WITH REGARD TO SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND CONTENT, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. PAOFIT AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (a) THE SERVICE WILL MEET YOUR REQUIREMENTS; (b) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (d) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; AND (e) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

YOU EXPRESSLY AGREE THAT PAOFIT IS NOT PROVIDING MEDICAL ADVICE VIA THE SERVICE. THE CONTENT PROVIDED THROUGH THE SERVICE, INCLUDING ALL TEXT, PHOTOGRAPHS, IMAGES, ILLUSTRATIONS, GRAPHICS, AUDIO, VIDEO AND AUDIO-VIDEO CLIPS, AND OTHER MATERIALS, WHETHER PROVIDED BY US OR BY OTHER ACCOUNT HOLDERS OR THIRD PARTIES IS NOT INTENDED TO BE AND SHOULD NOT BE USED IN PLACE OF (a) THE ADVICE OF YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, (b) A VISIT, CALL OR CONSULTATION WITH YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, OR (c) INFORMATION CONTAINED ON OR IN ANY PRODUCT PACKAGING OR LABEL. SHOULD YOU HAVE ANY HEALTH RELATED QUESTIONS, PLEASE CALL OR SEE YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER PROMPTLY. SHOULD YOU HAVE AN EMERGENCY, CALL YOUR PHYSICIAN OR 911 IMMEDIATELY. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING MEDICAL ADVICE BECAUSE OF ANY CONTENT PRESENTED ON THIS SERVICE, AND YOU SHOULD NOT USE THE SERVICE OR ANY CONTENT ON THE SERVICE FOR DIAGNOSING OR TREATING A HEALTH PROBLEM. THE TRANSMISSION AND RECEIPT OF OUR CONTENT, IN WHOLE OR IN PART, OR COMMUNICATION VIA THE INTERNET, E-MAIL OR OTHER MEANS DOES NOT CONSTITUTE OR CREATE A DOCTOR-PATIENT, THERAPIST-PATIENT OR OTHER HEALTHCARE PROFESSIONAL RELATIONSHIP BETWEEN YOU AND PAOFIT.

YOU EXPRESSLY AGREE THAT YOUR ATHLETIC ACTIVITIES, INCLUDING WITHOUT LIMITATION USE OF ANY TREADMILL OR OTHER EXERCISE EQUIPMENT (INCLUDING EQUIPMENT OR ACCESSORIES FROM PAOFIT) WHILE USING THE SERVICE, CARRY CERTAIN INHERENT AND SIGNIFICANT RISKS OF PROPERTY DAMAGE, BODILY INJURY OR DEATH, AND SOME USERS MAY EXPERIENCE DISORIENTATION OR MOTION RELATED SICKNESS WHEN USING THE SERVICE. SOME EVENTS ON THE SERVICE MAY BE RELAY EVENTS REQUIRING MULTIPLE USERS TO SHARE USE OF A TREADMILL. REGARDLESS OF THE ACTIVITY, ALL USE OF EXERCISE EQUIPMENT IS AT THE USER'S OWN RISK. YOU VOLUNTARILY ASSUME ALL KNOWN AND UNKNOWN RISKS ASSOCIATED WITH THESE ACTIVITIES EVEN IF CAUSED IN WHOLE OR PART BY THE ACTION, INACTION OR NEGLIGENCE OF PAOFIT OR BY THE ACTION, INACTION OR NEGLIGENCE OF OTHERS. YOU ALSO EXPRESSLY AGREE THAT PAOFIT DOES NOT ASSUME RESPONSIBILITY FOR THE INSPECTION, SUPERVISION, PREPARATION, OR OPERATION OF ANY EXERCISE EQUIPMENT USED IN CONNECTION WITH THE SERVICE: YOU EXPRESSLY AGREE TO FOLLOW ALL OPERATIONAL AND MANUFACTURER INSTRUCTIONS WHILE USING ANY SUCH EQUIPMENT. YOU ALSO EXPRESSLY AGREE THAT PAOFIT DOES NOT ASSUME RESPONSIBILITY FOR THE INSPECTION, SUPERVISION, PREPARATION, OR CONDUCT OF ANY RACE, CONTEST, GROUP EVENT OR EVENT THAT UTILIZES PAOFIT'S SERVICE. YOU EXPRESSLY AGREE TO RELEASE PAOFIT, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, PARTNERS AND LICENSORS (THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY CONNECTED WITH YOUR ATHLETIC ACTIVITIES, INCLUDING WITHOUT LIMITATION USE OF ANY TREADMILL OR OTHER EXERCISE EQUIPMENT, AND PROMISE NOT TO SUE THE RELEASED PARTIES FOR ANY CLAIMS, ACTIONS, INJURIES, DAMAGES, OR LOSSES ASSOCIATED WITH YOUR ATHLETIC ACTIVITIES. YOU ALSO AGREE THAT IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (a) YOUR USE OR MISUSE OF THE SERVICE, (b) YOUR USE OR MISUSE OF EQUIPMENT OR PROGRAMS CREATED OR LICENSED BY PAOFIT WHILE ENGAGED IN ATHLETIC ACTIVITIES, (c) YOUR DEALINGS WITH THIRD PARTY SERVICE PROVIDERS OR ADVERTISERS AVAILABLE THROUGH THE SERVICE, (d) ANY DELAY OR INABILITY TO USE THE SERVICE EXPERIENCED BY YOU, (e) ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES OR CONTENT OBTAINED THROUGH THE SERVICE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF PAOFIT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT SHALL PAOFIT'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF (A) ONE HUNDRED DOLLARS OR (B) THE AMOUNT OF FEES YOU HAVE PAID PAOFIT IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

YOU ACKNOWLEDGE AND AGREE THAT WE HAVE OFFERED OUR PRODUCTS AND SERVICES, SET PRICES AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY

SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND PAOFIT AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND PAOFIT. YOU ACKNOWLEDGE AND AGREE THAT PAOFIT WOULD NOT BE ABLE TO PROVIDE THE SERVICE TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

Indemnity

You agree to indemnify and hold Ms Fit and its subsidiaries, affiliates, officers, agents, representatives, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or otherwise seek to make available through the Service, your use of the Service, your athletic activities in connection with the Service (including, but not limited to, athletic activities in connection with any contests, races, or other events which Ms Fit sponsors, organizes, participates in, or whose Service is used in connection with), your connection to the Service, your violation of the Terms, or your violation of any rights of another person or entity.

Termination

You agree that Ms Fit may, under certain circumstances and without prior notice, immediately terminate your account and/or access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the Terms or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any portion thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, and/or (g) nonpayment of any fees owed by you in connection with the Service. Termination of your account may include (i) removal of access to all offerings within the Service, (ii) deletion of your information, files and Content associated with or inside your account, and (iii) barring of further use of the Service. Further, you agree that all terminations for cause shall be made in Ms Fit's sole discretion and that Ms Fit shall not be liable to you or any third party for any termination of your account or access to the Service.

Applicable Laws

This Service is controlled by Ms Fit from its offices within Singapore. Ms Fit makes no representation that the Content in the Service or the Service are appropriate or available for use in locations other than the United States of America, and access to them from territories where their content or use is illegal is prohibited. Those who choose to access this Service from locations outside of the United States do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the Content in violation of U.S. export laws and regulations or the export laws of Singapore or your home country. Any action related to the Service, the Content or the Terms shall be governed by California law and controlling U.S. federal law, without regard to conflicts of laws thereof. You hereby consent and submit to the exclusive jurisdiction and venue in the state and federal courts located in Los Angeles County, California for any legal proceedings related to the Service or the Terms. If any party hereto brings any suit or action against another for relief, declaratory or otherwise, arising out of these Terms, the prevailing party will have and recover against the other party, in addition to all court costs

and disbursements, such sum as the court may adjudge to be reasonable attorneys' fees. Except to the extent prohibited by applicable law, the parties agree that any claim or cause of action arising out of or related to use of the Service or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. Sections 2-5, 7-12, 14 and 15 shall survive termination of your account and/or the Terms.

General

You agree that no joint venture, partnership, employment or agency relationship exists between you and Ms Fit as a result of the Terms or your use of the Service. The Terms constitute the entire agreement between you and Ms Fit with respect to your use of the Service. The failure of Ms Fit to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. You may not assign, delegate or otherwise transfer your account or your obligations under these Terms without the prior written consent of Ms Fit. Ms Fit has the right, in its sole discretion, to transfer or assign all or any part of its rights under these Terms and will have the right to delegate or use third party contractors to fulfill its duties and obligations under these Terms and in connection with the Service. Ms Fit's notice to you via email, regular mail or notices or links on the Service shall constitute acceptable notice to you under the Terms. A printed version of the Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Section titles and headings in the Terms are for convenience only and have no legal or contractual effect. Any rights not expressly granted herein are reserved.