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User Agreement

POSE FITNESS, LLC

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INTRODUCTION.

Welcome to POSE Fitness, LLC, (‘we,’ ‘us,’ ‘our,’ or ‘POSE Fitness’) a digital destination for fitness and training enthusiasts. This User Agreement ('Agreement') sets forth the terms and conditions under which you may access and use the website, content, products, and services (collectively, the 'Services'). By registering for, accessing, browsing, or using the Services, you acknowledge that you have read, understood, and agree to be legally bound by this Agreement. If you do not agree to these terms, please refrain from using our Services. The term 'User' refers to you, as the user of our Services. Collectively, we and the user may be referred to as the 'Parties' or individually as a 'Party.'

Our Services are designed to provide a comprehensive platform for accessing a wide range of fitness and training knowledge (‘Training Knowledge’) developed by professional trainers. These Services are offered to you conditioned on your acceptance of the terms, conditions, and notices contained herein. By registering for, accessing, browsing, or using our Services, you acknowledge that you have read, understood, and agree to be legally bound by the terms and conditions outlined in this Agreement.

This Agreement is important and affects your legal rights, so please read them carefully. We reserve the right to update or modify this Agreement at any time without prior notice, and such changes will be effective immediately upon being posted on the platform. Your continued use of the Services after any such changes constitutes your acceptance of the new terms.

LICENSE TO USE.

Subject to your compliance with the terms and conditions of this Agreement, we grant you a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to access and use our Services. This includes the ability to view, download, and utilize the Training Knowledge available on our platform, exclusively for your personal and non-commercial purposes.

This license is provided to enable you to benefit from the Services as offered by us, in accordance with this Agreement. You agree not to:

- Copy, modify, distribute, sell, or lease any part of our Services or included software, nor reverse engineer or attempt to extract the source code of that software, except where laws permit or with our express written consent.
- Use the Services or any content within the Services for any commercial purposes without our prior written consent.
- Access or use our Services in any way that could damage, disable, overburden, or impair our servers or the networks connected to our servers.
- Interfere with any other party's use and enjoyment of the Services.

The rights granted to you in this Agreement are subject to your compliance with all applicable laws, regulations, and policies. We reserve all rights not expressly granted in the Services and the content provided as part of the Services. This license shall automatically terminate if you fail to comply with these restrictions and may be terminated by us at any time at our sole discretion.

USER CONDUCT AND RESTRICTIONS.

Responsible Use of Services: As a user of our Services, you agree to use the Training Knowledge and other features provided on our platform responsibly and ethically. You are committed to adhering to all applicable laws and regulations in the use of our Services and in your interactions with other users and the content available through our platform.

Prohibited Activities: In using our Services, you, the User, agree not to:

- Engage in any activity that violates any law or governmental regulation.
- Copy, distribute, or disclose any part of the Services in any medium, including without limitation by any automated or non-automated "scraping."
- Use any automated system, including but not limited to "robots," "spiders," "offline readers," etc., to access the Services in a manner that sends more request messages to our servers than a human can reasonably produce in the same period by using a conventional on-line web browser.
- Transmit spam, chain letters, or other unsolicited email.
- Attempt to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Services.
- Take any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure.
- Upload invalid data, viruses, worms, or other software agents through the Services.
- Collect or harvest any personally identifiable information, including account names, from the Services.
- Use the Services for any commercial solicitation purposes.
- Impersonate another person or otherwise misrepresent your affiliation with a person or entity, conducting fraud, hiding, or attempting to hide your identity.
- Interfere with the proper working of the Services.
- Access any content on the Services through any technology or means other than those provided or authorized by the Services.
- Bypass the measures we may use to prevent or restrict access to the Services, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein.

User Content: In the event that you post, upload, or otherwise contribute content to the Services ('User Content'), you agree to abide by the following guidelines:

- Your User Content must be accurate and truthful.
- Your User Content must not be obscene, libelous, defamatory, hateful, racist, discriminatory, offensive, or otherwise harmful.
- You must have the rights to post any User Content and must not violate the intellectual property rights or other rights of any third party.

Compliance and Enforcement: We reserve the right to investigate and prosecute violations of any of the above to the fullest extent of the law. We may involve and cooperate with law enforcement

authorities in prosecuting users who violate this Agreement. You acknowledge that, although we have no obligation to monitor your use of the Services, we have the right to do so for the purpose of operating the Services, to ensure your compliance with this Agreement, or to comply with applicable law or the order or requirement of a court, administrative agency, or other governmental body.

INTELLECTUAL PROPERTY RIGHTS.
Ownership and Rights: All intellectual property in connection with our Services, including but not limited to the Training Knowledge, content, trademarks, trade names, logos, designs, software, technology, products, processes, and other materials (collectively, 'Our Intellectual Property') are owned by or lawfully licensed to us. This Agreement does not transfer any ownership or proprietary rights of Our Intellectual Property to you, the User, or any third party. All rights, title, and interest in and to Our Intellectual Property will remain (as between the parties) solely with us.

Use of Our Intellectual Property: You are granted a limited, non-exclusive, revocable license to access and use Our Intellectual Property solely in accordance with the terms of this Agreement. This license is for the sole purpose of enabling you to use the Services as provided by us, in the manner permitted by this Agreement. Except as provided in this license, you shall not copy, reproduce, redistribute, retransmit, publish, resell, distribute, broadcast, modify, create derivative works from, or otherwise exploit any of Our Intellectual Property. Any unauthorized use of Our Intellectual Property is strictly prohibited and will result in the termination of this license granted herein.

Trademarks: Our trademarks, service marks, logos, and trade names used in connection with the Services are trademarks or registered trademarks of ours. You are not granted any right or license with respect to these trademarks and any use of such trademarks, without our express written consent, is strictly prohibited.

User Content and Grant of License: In the event you submit, upload, post or otherwise make available any content, data, information, or material during your use of the Services ('User Content'), you grant us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such User Content throughout the world in any media. You represent and warrant that you own or otherwise control all of the rights to the User Content and that the use of your User Content does not violate this Agreement and will not cause injury to any person or entity.

DISCLAIMER OF WARRANTIES.
AS IS" and "AS AVAILABLE" Basis: We provide the Services, including all content, software, functions, materials, and information made available on or accessed through the Services, on an 'AS IS' and 'AS AVAILABLE' basis. We do not represent or warrant that the Services, or any part thereof, will be uninterrupted, error-free, or accessible at all times or locations.

No Implied Warranties: To the fullest extent permissible by law, we disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranties that the Services will meet your requirements, or that the results obtained from using the Services will be accurate, reliable, or satisfactory to you.

No Warranty for User Content and Third-Party Links: We do not warrant, endorse, guarantee, or assume responsibility for any User Content or any other product or service advertised or offered by a third party through the Services or any hyperlinked website, or featured in any banner or other advertising. We will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services.

No Warranty for Fitness and Health Information: The Services may include fitness and health information, including information related to physical exercises and activities. We make no warranties regarding the accuracy, reliability, or completeness of such information. You acknowledge and agree that your reliance on any fitness and health information provided through the Services is solely at your own risk. We recommend that you consult with a professional healthcare provider before undertaking any new fitness or health regimen.

Disclaimer of Liability for Technical Failures: We do not warrant that the Services will be compatible with all devices or will be supported by all mobile carriers. You may encounter delays, errors, or disruptions in various aspects of the Services due to technical failures or issues beyond our control. We expressly disclaim any liability for any such technical failures or issues.

LIMITATION OF LIABILITY.

General Limitation of Liability: To the maximum extent permitted by applicable law, in no event shall POSE Fitness, its affiliates, directors, employees, agents, or licensors be liable for any indirect, incidental, special, consequential, or punitive damages, injuries, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) your access to, use of, or inability to access or use the Services; (b) any conduct or content of any third party on the Services, including without limitation, any defamatory, offensive, or illegal conduct of other users or third parties; or (c) unauthorized access, use, or alteration of your transmissions or content.

Cap on Liability: In no event shall our aggregate liability for all claims relating to the Services exceed the greater of $50 or the amount you paid us, if any, to use the Services in the last six months.

Exclusions: Some jurisdictions do not allow the exclusion or limitation of certain damages, so some or all of the exclusions and limitations in this section may not apply to you. Nothing in this Agreement shall exclude or limit our liability for damages which may not be lawfully excluded or limited by applicable law.

Disclaimer of Certain Damages: You expressly understand and agree that we shall not be liable for any loss of profits, goodwill, use, data, or other intangible losses (even if we have been

advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Services; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information, or services purchased or obtained or messages received or transactions entered into through or from the Services; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the Services; or (v) any other matter relating to the Services.

INDEMNIFICATION.
User's Indemnification Obligations" You, the User, agree to indemnify, defend, and hold harmless POSE Fitness, its affiliates, officers, directors, employees, agents, licensors, and suppliers ('Indemnified Parties') from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your violation of these terms and conditions or your use of the Services. This obligation includes, but is not limited to, any actions you take that infringe upon the intellectual property rights of others or violate any law or regulation.

Procedure for Indemnification: Upon the occurrence of any claim or potential claim for indemnification hereunder, the Indemnified Party shall provide you with prompt written notice of such claim. The Indemnified Party reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Indemnified Party in asserting any available defenses. You will not, without the prior written consent of the Indemnified Party, settle, compromise, or consent to the entry of any judgment in any claim or proceeding that is subject to indemnification under this provision.

Scope of Indemnification: This indemnification obligation is intended to be to the broadest extent permitted by law and will survive the termination or expiration of this Agreement and your use of the Services.

Limitation on Indemnification: Notwithstanding the foregoing, you shall have no obligation to indemnify, defend, or hold harmless the Indemnified Parties in relation to claims resulting solely from the Indemnified Parties' own negligence or willful misconduct.

TERMINATION.
Termination by POSE Fitness: We reserve the right to terminate or suspend your access to all or part of the Services, without prior notice, for conduct that we believe, in our sole discretion, violates this Agreement or is harmful to other users of the Services, to us, to our affiliates, or to other third parties, or for any other reason or no reason, in our sole discretion. This includes the right to terminate or suspend your account for prolonged inactivity.

Termination by User: You may terminate your account and discontinue your use of the Services at any time.

Consequences of Termination: Upon termination of your account, your right to use the Services will immediately cease. If your account or access to the Services is terminated, we reserve the right to delete all of your data and information stored on our servers. We are not responsible for any loss of such data or information.

Survival: The provisions of this Agreement that by their nature should survive termination of your account shall survive, including, but not limited to, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Modification or Discontinuation of Services: We reserve the right at any time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services.

AMENDMENTS.
Right to Amend Agreement: We reserve the right, at our sole discretion, to modify, amend, or update this Agreement at any time and for any reason. Changes to this Agreement will be effective when posted on our platform or when we notify you by other means. It is your responsibility to review the Agreement periodically for updates or changes.

Acceptance of Amendments: Your continued use of the Services after the posting of changes or modifications will constitute your acceptance of such changes or modifications. Therefore, you should frequently review this Agreement and any applicable policies to understand the terms and conditions that apply to your use of the Services. If you do not agree to the amended terms, you must stop using the Services.

Effect of Amendments: Any amendments or modifications made by us will not be retroactive and will not affect any dispute between you and us arising prior to the date on which we posted the revised Agreement incorporating such changes.

DISPUTE RESOLUTION.
Negotiation and Mediation: In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof (collectively, "Disputes"), the Parties agree first to attempt in good faith to settle the Dispute by direct communication and negotiation. If the Dispute cannot be resolved through negotiation within thirty (30) days, the Parties agree to endeavor to settle the Dispute in non-binding mediation administered by a mutually agreed-upon mediator.

Binding Arbitration: If the Dispute is not resolved through negotiation or mediation, the Parties agree that the Dispute shall be resolved by binding arbitration to be held in the state of Delaware. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Each Party shall bear its own costs related to the arbitration proceedings, including attorneys' fees, and shall equally share the fees and expenses of the arbitrator.

Arbitrator's Authority: The arbitrator shall have exclusive authority to resolve any Dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including any claim that all or any part of this Agreement is void or voidable. The arbitrator's decision and award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Limited Court Actions: Notwithstanding the above, either Party may seek immediate judicial intervention to obtain injunctive relief, enforce an arbitration award, or address issues related to intellectual property rights or confidentiality obligations before, during, or after the pendency of any arbitration proceeding.

Waiver of Class Actions and Jury Trial: THE PARTIES AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. FURTHER, UNLESS BOTH PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. EACH PARTY HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION PURSUANT TO THIS AGREEMENT.

GOVERNING LAW AND JURSIDCTION.
This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its conflict of laws principles.

1. Choice of Law: The Parties agree that any dispute, controversy, or claim arising out of or in connection with this Agreement, including its formation, validity, interpretation, performance, or termination, shall be governed by the laws of the State of Delaware.
2. Jurisdiction: The Parties irrevocably and unconditionally submit to the exclusive jurisdiction of the state and federal courts located in the State of Delaware for any legal action, suit, or proceeding arising out of or relating to this Agreement. The Parties agree to waive any objection to the venue or convenience of such courts.
3. Waiver of Jury Trial: TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY LEGAL ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THIS WAIVER SHALL NOT AFFECT OR IMPAIR ANY OTHER RIGHTS OR REMEDIES AVAILABLE TO THE PARTIES.
4. Enforcement: In the event of any legal action, suit, or proceeding to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs, and expenses incurred in connection with such action, suit, or proceeding.

The Parties acknowledge and agree that the choice of Delaware law and jurisdiction is reasonable and mutually acceptable. The Parties further acknowledge that Delaware law provides a well-developed legal framework for commercial transactions and offers predictability and certainty in the resolution of disputes.

ENTIRE AGREEMENT.
This Agreement, including all its exhibits, schedules, and attachments, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements, whether written or oral, relating to such subject matter.

ASSIGNMENT.

Restriction on Assignment: Neither Party shall assign, transfer, or delegate any of their rights or obligations under this Agreement without the prior written consent of the other Party, except as expressly provided in this provision. Any attempted assignment or transfer in violation of this provision shall be null and void.

Change of Control: In the event of a Change of Control of POSE Fitness, we may assign this Agreement, in whole or in part, to the acquiring entity or its designated affiliates, without the consent of the user. For the purposes of this provision, "Change of Control" shall mean any transaction or series of transactions that results in a change in the beneficial ownership of POSE Fitness, including, but not limited to, a merger, consolidation, sale of assets, or acquisition of voting control.

Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, and legal representatives. Any permitted assignment or transfer of this Agreement shall be binding on the assignee and shall not relieve the assigning Party of its obligations hereunder.

Notice of Assignment: In the event of an assignment or transfer permitted under this provision, the assigning Party shall provide written notice to the non-assigning Party, specifying the name and contact information of the assignee, the effective date of the assignment, and any other relevant details.

No Third-Party Rights: Nothing in this Assignment provision shall confer any rights or benefits upon any third parties, including the employees, agents, or representatives of the Parties, unless expressly stated otherwise.

SEVERABILITY.
Severability of Invalid Provisions: In the event that any provision of this Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent possible under applicable law.

Modification of Invalid Provisions: The Parties agree that any provision found to be invalid, illegal, or unenforceable shall be modified, to the extent permitted by law, to achieve the economic and legal objectives of the Parties as expressed in the original provision.

Enforceable Substitutes: If any provision of this Agreement is found to be invalid, illegal, or unenforceable and cannot be modified to be valid, legal, and enforceable, the Parties shall

negotiate in good faith to replace the invalid provision with a valid, legal, and enforceable provision that reflects the original intent and economic effect of the Parties.

Severability Clause Not Applicable: The Parties intend that the provisions of this Agreement be enforceable to the fullest extent permitted by applicable law. If any provision is found to be unenforceable solely because it exceeds the maximum limit of enforceability, it shall be considered modified to the extent necessary to be enforceable under applicable law.

Enforceability of Remaining Provisions: The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity, legality, or enforceability of any other provision, and the remainder of this Agreement shall continue in full force and effect.

Limited Severability: If any provision is determined to be invalid, illegal, or unenforceable in a particular jurisdiction, such determination shall not affect the validity, legality, or enforceability of that provision in any other jurisdiction.

Waiver of Severability: The Parties expressly waive any right to claim or argue that any provision of this Agreement is unenforceable, invalid, or illegal solely because a court of competent jurisdiction has determined any other provision or provisions to be unenforceable, invalid, or illegal.

NOTICE.
For Providing Notice to Us: Should you wish to provide notice to POSE Fitness regarding any aspect of the Services or this Agreement, please contact us at the following email address: tyler@posefitness.io. This email address is monitored regularly, and we will make every effort to respond to your queries or concerns in a timely and efficient manner.

Official Communication Channel: The aforementioned email address shall be considered the primary method for you to communicate officially with us. We encourage you to use this channel for any formal communication, including but not limited to legal notices, requests for account changes, or queries regarding this Agreement.

WAIVER.
Waiver of Rights: No waiver by either Party of any breach, default, or failure to perform under this Agreement shall be deemed a waiver of any subsequent breach, default, or failure to perform. The failure of either Party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision, unless expressly stated in writing.

Express Written Waiver: Any waiver of a right or provision under this Agreement must be in writing and signed by the Party granting the waiver. A waiver of any particular right or provision shall not constitute a waiver of any other right or provision, whether similar or dissimilar in nature.

Limited Waiver: A waiver of any breach, default, or failure to perform under this Agreement shall not be construed as a continuing waiver or as a waiver of any subsequent breach, default, or failure to perform.

Effect of Waiver: The granting of a waiver by a Party shall not operate as a waiver of, or estoppel with respect to, any subsequent or different breach, default, or failure to perform, and shall not affect the rights, obligations, or liabilities of either Party under this Agreement, except as expressly provided in the written waiver.

Waiver Procedure: The failure of a Party to exercise or enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision, unless expressly stated in writing. No course of dealing, course of performance, or delay in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies available to a Party.

Waiver in Writing: Any waiver, consent, or approval by a Party under this Agreement must be in writing to be effective and shall be deemed to have been given or made only with respect to the specific instance and purpose for which it was given or made.

Reservation of Rights: Any failure or delay by a Party in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

HEADINGS.

Purpose of Headings: The headings and titles used in this Agreement are for convenience and reference purposes only and shall not be used to interpret or construe the provisions of this Agreement.

No Legal Effect: The headings are not intended to be a part of the operative provisions of this Agreement and shall not be considered in determining the rights, obligations, or interpretations of the Parties.

Interpretation of Provisions: In the event of any conflict or inconsistency between the headings and the provisions of this Agreement, the provisions of this Agreement shall prevail and control.

CONTACT US.

If you have any questions, concerns, or inquiries about our Services or this Agreement, please feel free to contact us at tyler@posefitness.io.

We are committed to providing you with support and addressing your inquiries promptly and thoroughly.