

Terms and Conditions

USER AGREEMENT

Last Update: January 13, 2023

In using this website and the mobile app (defined as “Site) you are deemed to have read and agreed to the following Terms and Conditions (also referred to as the User Agreement):

Your use of this Site constitutes your agreement to all such terms, conditions, and notices in effect at such time. This User Agreement may be updated periodically on our Site without notice. By continuing to use our Site, you agree to be bound by such any changes to this User Agreement. Any updated User Agreements or changes shall become a part of this User Agreement and shall apply as soon as they are posted. The most current version of the User Agreement can be viewed at any time at Gymsharehere.com or on the mobile app. Any new features or functionality that augment or enhance our Site shall be subject to this User Agreement, unless explicitly stated otherwise.

Users of this website are required to be eighteen (18) or over, or have the express permission of a parent or legal guardian. By using the Site, you are assuring Gymshare LLC (“Gymshare”) that you are the required, legal age.

Non-Medical Health and Fitness Professional Pairing Service:

Gymshare matches home gym owners with users and users with non-medical health and fitness professionals (trainers, coaches, nutritionists, dieticians and other non-medical health or fitness professionals) for training in a home gym. Home gym assignments will be based on proximity to your residence or place of work and convenience for the trainer and not necessarily on other factors.

We will attempt to match you with non-medical health and fitness professionals and home gyms near your area. We do not guarantee that we will be able to match your fitness and nutrition needs with a non-medical health and fitness professional or that there are non-medical health and fitness professionals in your area that are either capable or willing to complete your health and fitness needs.

Although we take steps to examine the credentials of our listed non-medical health and fitness professionals, including passing a criminal background check to be on the platform, we make no representations or guarantees regarding the skills or representations of such non-medical health and fitness professional or the quality of their work if you elect to retain their services. All non-medical health and fitness professionals are independent contractors and run their own businesses and are responsible for their own taxes and operations and are not employees of Gymshare. Home gym owners must pass a background check, but we cannot guarantee the safety of home gym equipment or any home gym premises.

Use of the Gymshare Site and Mobile App:

In continuing to use our Site and the mobile app, you are agreeing to abide by the terms, conditions and notices set forth below. Gymshare reserves the right to terminate accounts associated with Site use or mobile app use for any violations of this Agreement.

As part of your use, you agree to not use the Gymshare Site to:

- upload, post, publish, email, reproduce, distribute or otherwise transmit any information, data, text, music, sound, photographs, graphics, video, messages or other materials that are unlawful, harmful, threatening, embarrassing, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, deceptive, fraudulent, contain explicit or graphic descriptions or accounts of sexual acts, invasive of another's privacy, or hateful. Gymshare is not responsible for any such content. Therefore Gymshare and or any OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES, ATTORNEYS, MEMBERS, SUCCESSORS AND AGENTS are not liable for such content.

- “stalk” another user or other individuals in general;
- upload, post, publish, email, reproduce, distribute or otherwise transmit any content that victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- harm minors in any way;
- impersonate any person or entity, including, but not limited to, a Gymshare officer, or other employee, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- upload, post, publish, email, reproduce, distribute or otherwise transmit any copyrighted content from other websites;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted to or through the Gymshare Site;
- upload, post, publish, email, reproduce, distribute or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "Spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- upload, post, publish, email, reproduce, distribute or otherwise transmit any material that contains software viruses, Trojan horses, worms, time bombs, cancelbots, 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 or

any other similarly destructive activity, or surreptitiously intercept or expropriate any system, data or personal information;

- act in a manner that negatively affects other users' ability to use the functionality of the Gymshare Site;
- interfere with or disrupt our Site or servers or networks connected to our Site, or disobey any requirements, procedures, policies or regulations of networks connected to our Site; or
- circumvent the Gymshare platform by directly engaging customers or health and fitness professionals to avoid paying any fees or otherwise engaging Gymshare; or
- intentionally or unintentionally violate any applicable local, state, national or international law.

Any violation of the above terms will get you a formal warning and then you will be removed from the Site.

You also agree that you will not harvest, collect or store information about the users of our Site or the content posted by others on our Site or use such information for any purpose inconsistent with the purpose of our Site or for the purpose of transmitting or facilitating transmission of unsolicited bulk electronic mail or communications.

NOTICE TO THIRD PARTY SITES: Any content made available in connection with your site, or otherwise, by our Widgets, third party widgets or otherwise is our exclusive property and no grant of any intellectual property rights is made by us. We retain the right to demand that you cease any use of our content upon notice.

Our Site (including, without limitation, all text, photographs, graphics, video and audio content) is protected by copyright as a collective work or compilation under the copyright laws of the United States and other countries. All individual articles, content and other elements comprising our Site are also copyrighted works. You must abide by all additional copyright notices or restrictions contained in our Site. As between Gymshare and you, Gymshare is the sole owner of all content comprising our Site, including without limitation, all applicable U.S. and non-U.S. copyrights, patents, trademarks, and trade secrets, and other intellectual property rights thereto. You acknowledge and agree that you will not, directly or indirectly, contest, challenge, aid or abet in contesting or challenging our ownership of such content, or take any action whatsoever in derogation of our rights therein. You acknowledge and agree that you will not acquire or claim any rights in our Site, or aid or abet anyone else in doing so.

Unless expressly permitted, you may not copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works, transmit, or in any way exploit any part of our Site, except that you may download material from our Site for your own personal use

as follows: you may make one print copy that is limited to occasional articles of personal interest only. Without limiting the generality of the foregoing, you may not distribute any part of this Site over any network, including, without limitation, a local area network, nor sell or offer it for sale. In addition, these files may not be used to construct any kind of database.

You Should Review Our Privacy Policy: We are committed to protecting your privacy and security and have explained in detail the steps we take to do so. We urge you to read our privacy policy [here](#).

You Have Rights if You Think Your Copyright is Being Infringed: If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to our office listed below:

- Your username, address, telephone number, and e-mail address;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the alleged infringing material is located;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Gymshare LLC
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Spanish Fork, UT 84660

Disclaimers

You Use our Site Subject to Certain Disclaimers: OUR SITE IS AVAILABLE “AS IS.” WE DO NOT WARRANT THAT OUR SITE WILL BE UNINTERRUPTED OR ERROR-FREE. THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS AND INACCURACIES IN THE NEWS, INFORMATION OR OTHER MATERIALS AVAILABLE THROUGH OUR SITE. WE DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO OUR SITE OR ANY INFORMATION OR GOODS THAT ARE AVAILABLE OR ADVERTISED OR SOLD THROUGH OUR SITE. WE DO NOT MAKE ANY REPRESENTATIONS, NOR DO WE ENDORSE THE ACCURACY, COMPLETENESS, TIMELINESS OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT OR OTHER MATERIAL OR DATABASE DISPLAYED, UPLOADED OR DISTRIBUTED IN OUR SITE OR AVAILABLE THROUGH LINKS IN OUR

SITE. WE RESERVE THE RIGHT (BUT ARE NOT OBLIGATED) TO CORRECT ANY ERRORS OR OMISSIONS IN OUR SITE.

ALTHOUGH WE INTEND TO TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES, WORMS, "TROJAN HORSES" OR OTHER DESTRUCTIVE MATERIALS TO OUR SITE, WE DO NOT GUARANTEE OR WARRANT THAT OUR SITE OR MATERIALS THAT MAY BE DOWNLOADED FROM OUR SITE DO NOT CONTAIN SUCH DESTRUCTIVE FEATURES. WE ARE NOT LIABLE FOR ANY DAMAGES OR HARM ATTRIBUTABLE TO SUCH FEATURES. IF YOU RELY ON OUR SITE AND ANY MATERIALS AVAILABLE THROUGH OUR SITE, YOU DO SO SOLELY AT YOUR OWN RISK.

OUR SITE MAY CONTAIN VARIOUS COMBINATIONS OF TEXT, IMAGES, AUDIOVISUAL PRODUCTIONS, OPINIONS, STATEMENTS, FACTS, ARTICLES, MARKET DATA, STOCK QUOTES OR OTHER INFORMATION CREATED BY GYMSHARE OR BY THIRD-PARTIES. DUE TO THE NUMBER OF SOURCES FROM WHICH CONTENT IN OUR SITE IS OBTAINED, AND THE INHERENT HAZARDS OF ELECTRONIC DISTRIBUTION, THERE MAY BE DELAYS, OMISSIONS OR INACCURACIES IN SUCH CONTENT. ACCORDINGLY, SUCH CONTENT, INCLUDING THE MARKET DATA, IS FOR YOUR REFERENCE ONLY AND SHOULD NOT BE RELIED UPON BY YOU FOR ANY PURPOSE. SUCH CONTENT IS NOT INTENDED FOR THE PURPOSE OF TAX OR INVESTMENT ADVICE AND IT DOES NOT ADVOCATE THE PURCHASE OR SALE OF ANY SECURITY OR INVESTMENT. INFORMATION CREATED BY THIRD PARTIES THAT YOU MAY ACCESS ON THE SITE OR THROUGH LINKS IS NOT ADOPTED OR ENDORSED BY GYMSHARE AND REMAINS THE RESPONSIBILITY OF SUCH THIRD PARTIES.

We Have No Responsibility for Links to Other Sites or Services: We are not responsible for the availability or content of other services that may be linked to our Site. Because we have no control over such services, you acknowledge and agree that we are not responsible for the availability of such external services, and that we do not endorse and are not responsible or liable for any content, accuracy, quality, advertising, products or other materials on or available from such services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods or services available on or through such services. Any such links do not imply our endorsement of or association with the linked sites. We reserve the exclusive right, at our sole discretion, to add, change, decline or remove, without notice, linked sites. Any access to Links to Other Sites or Services generated by Google will be governed by Google's terms of use <http://www.google.com/intl/en/policies/terms/>. Any access to Links to Other Sites or Services generated by Microsoft Bing will be governed by Microsoft's Service Agreement <http://windows.microsoft.com/en-us/windows/microsoft-services-agreement>. Any access to Links to Other Sites or Services generated by Yahoo will be governed by Yahoo's

Terms of Service <https://policies.yahoo.com/us/en/yahoo/terms/utos/index.htm>. Any access to Links to Other Sites or Services generated by Facebook will be governed by Facebook's Terms of Service <https://www.facebook.com/legal/terms>. Any access to Links to Other Sites or Services generated by Truth Social will be governed by Truth Social's Terms of Service <https://help.truthsocial.com/legal/terms-of-service/> Any access to Links to Other Sites or Services generated by Twitter will be governed by Twitter's Terms of Service <https://twitter.com/en/tos>. Any access to Links to Other Sites or Services generated by TikTok will be governed by TikTok's Terms of Service <https://www.tiktok.com/legal/terms-of-service?lang=en>. Any access to Links to Other Sites or Services generated by websites, search engines or social media networks will be governed by the terms of that website, search engine or social media network.

YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH OTHERS FOUND THROUGH OUR SITE, INCLUDING, WITHOUT LIMITATION, THE PAYMENT AND DELIVERY OF PRODUCTS AND SERVICES, AND ANY TERMS, CONDITIONS, WARRANTIES AND REPRESENTATIONS ASSOCIATED WITH ANY SUCH DEALINGS, ARE SOLELY BETWEEN YOU AND THE THIRD PARTY.

SPECIAL NOTICE: LINKED SITES MAY CONTAIN CONTENT AND GRAPHICS THAT CONTAIN SEXUALLY EXPLICIT MATERIAL UNSUITABLE FOR MINORS, OR THAT MAY OTHERWISE BE OFFENSIVE. IF YOU ENTER THESE LINKED SITES, YOU ASSERT THAT YOU ARE OF LEGAL ADULT AGE IN YOUR JURISDICTION TO VIEW SUCH MATERIALS AND THAT THE VIEWING, READING, AND/OR DOWNLOADING OF CONTENT FROM THESE LINKED SITES DOES NOT VIOLATE THE COMMUNITY STANDARDS OF YOUR LOCALITY, CITY, TOWN, COUNTY, STATE, PROVINCE, COUNTRY OR OTHER COMMUNITY TO WHICH YOU BELONG, AND/OR FROM WHICH YOU ACCESS THESE LINKED SITES.

Our Site may offer features and services that are available to you via your mobile device. These features and services may include, without limitation, the ability to upload content to our Site, receive messages from our Site, download applications to your mobile phone or access features of our Site (collectively, the "Mobile Features"). We may charge for Mobile Features and these charges will be disclosed prior to completion of registration for the Mobile Feature. Also, standard messaging, data and other fees may be charged by your carrier. Fees and charges will appear on your mobile bill or be deducted from your pre-paid balance. Your carrier may prohibit or restrict certain Mobile Features and certain Mobile Features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues. As applicable, instructions regarding how to opt-out of Mobile Features will be disclosed in connection with Mobile Features. Typically, you will text a keyword (e.g., "STOP") to the applicable shortcode for the Mobile Feature.

You agree that the Mobile Features for which you are registered may send communications to your mobile device regarding us. Further, we may collect information related to your use of the Mobile Features. If you have registered for Mobile Features, you agree to notify us of any changes to your mobile number and update your account(s) on our Site to reflect this change.

Our Liability to You is Limited: Gymshare and its affiliates, and their respective members, directors, officers, managers, employees, shareholders, agents, successors, and licensors are not liable for incidental, indirect, consequential, special, punitive, or exemplary damages of any kind, including, without limitation, lost revenues or profits, loss of business or loss of data, in any way related to our Site or for any claim, loss or injury based on errors, omissions, interruptions or other inaccuracies in our Site. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, Gymshare's liability shall be limited to the extent permitted by law. Any claim against us shall be limited to the amount you paid, if any, for use of our Site. We have no special relationship with or fiduciary duty to you.

You agree that in the event you incur any damages, losses or injuries that arise out of our acts or omissions, the damages, if any, caused to you are not irreparable or sufficient to entitle you to an injunction preventing any exploitation of our Site, and you will have no rights to enjoin or restrain the development, production, distribution, advertising, exhibition or exploitation of our Site or other materials owned or controlled by us.

By accessing our Site, you understand that you may be waiving rights with respect to claims that are at this time unknown or unsuspected, and in accordance with such waiver, you acknowledge that you have read and understand, and hereby expressly waive, the benefits of Section 1542 of the Civil Code of California, and any similar law of any state or territory, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

You Agree to Indemnify Us Based on Your Use of the Site: You agree to indemnify and hold harmless Gymshare and its affiliates, and their respective members, directors, officers, managers, employees, shareholders, agents, successors, and licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from or relating to any use or misuse by you of our Site, including without limitation our email publications and/or website, or any violation by you of this User Agreement or any breach by you of your representations and warranties hereunder. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this Section. In such event, you shall provide us with such cooperation as is reasonably requested by us.

The provisions of this User Agreement are severable; this User Agreement constitutes our entire agreement: If any part of this User Agreement is held invalid or unenforceable, that portion shall

be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. This User Agreement, together with our Privacy Policy, constitutes the entire agreement between you and us with respect to our Site, including use of our email publications and/or website, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to our Site. Any failure by us to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder.

You May Not Assign This User Agreement: You shall not transfer, assign, sublicense nor pledge in any manner whatsoever, any of your rights or obligations under this User Agreement. Gymshare may transfer, assign, sublicense or pledge in any manner whatsoever, any of its rights and obligations under this User Agreement to a subsidiary, affiliate, or successor thereof or to any third party whatsoever, without notifying you or receiving your consent.

Certain Territorial Restrictions May Apply to Your Use of Our Site: Our Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. We control our Site from offices located in the United States and makes no representations or warranties that the information, products or services contained in our Site are appropriate for use or access in other locations. Anyone using or accessing our Site from other locations does so on their own initiative and are responsible for compliance with United States' and local laws regarding online conduct and acceptable content, if and to the extent such local laws are applicable. We reserve the right to limit the availability of our Site to any person, geographic area, or jurisdiction, at any time and in our sole discretion.

Any Dispute Between Us Will Be Governed by Utah Law: This User Agreement shall be governed by the laws of the United States and the State of Utah applicable to agreements made and to be performed therein without regard to conflict of laws principles. You expressly agree that exclusive jurisdiction for any claim or dispute with Gymshare or relating in any way to your use of our Site resides in the state and federal courts located in Provo, Utah AND WAIVE ANY RIGHT TO RESORT TO ANY FORM OF CLASS ACTION. Any cause of action or claim you may have with respect to our Site must be commenced within one (1) year after such claim or cause of action arises.

The caption to each paragraph of this User Agreement is for convenience of reference only and shall be ignored in the construction or interpretation hereof.