

B2C – END USER TERMS AND WAIVER

END USER TERMS AND WAIVER FOR PROGRAMS

(The Fit Collective®)

By accessing, activating, or participating in any Program offered by The Fit Collective, you (“Participant”) agree to be bound by these End User Terms and Waiver. If the Participant is a Minor, the term “you” includes the Parent or Legal Guardian who grants consent on the Minor’s behalf.

If you received access to a Program through an activation code provided by a clinic, practice, or other organization, these End User Terms and Waiver form an agreement between you and The Fit Collective. That organization may have its own terms with you, but it is not a party to this agreement.

1. IN THESE TERMS:

- 1.1. ‘Minor’ means an individual who has not reached the age of majority under the laws of the state or country where they reside.
- 1.2. ‘Clinical Services’ means any diagnosis, treatment, prescription, counseling, or other healthcare services furnished by a licensed healthcare professional.
- 1.3. ‘Payer’ means any commercial health insurer, self-funded health plan, Medicare, Medicaid, or other third-party payor program.
- 1.4. ‘Practice’ means any clinic, medical practice, or other organization that may provide you with an activation code or otherwise help you access a Program.
- 1.5. ‘Activation Code’ means a code or credential issued by The Fit Collective or a Practice that, when redeemed, provides you with time-limited access to a Program.
- 1.6. ‘Applicable Program’ means the specific Program whose content, instruction, platform access, or participation is alleged to have given rise to the claim.
- 1.7. ‘Applicable Program Fee’ means the total amount actually paid for the Participant's access to the Applicable

Program for the applicable access period, whether paid (a) directly to The FIT Collective, (b) to a Practice (or other third party) in connection with providing an activation code or access to the Program, or (c) by any other person or entity on the Participant's behalf.

- 1.7.1. If the Participant obtained access to the Applicable Program as part of a bundled purchase, package, or multi-Program arrangement for a single combined price and the price for the Applicable Program is not separately stated on the Participant's receipt or invoice, then the Applicable Program Fee will be the portion of the combined price allocated to the Applicable Program by prorating the combined price based on the standalone prices for each included Program as offered by The FIT Collective at the time of purchase.
- 1.7.2. If a claim is alleged to arise out of more than one Program, then the Applicable Program Fee will be the sum of the Applicable Program Fees for each Applicable Program.
- 1.7.3. If no amount was actually paid for the Participant's access to the Applicable Program, then the Applicable Program Fee will be the Standard Retail Price for the Applicable Program in effect on the date of the incident giving rise to the claim (the alleged injury or other event on which the claim is based). If the Standard Retail Price for the Applicable Program is not publicly viewable on that date due to a technical outage or other unavailability of The Fit Collective website or purchase flow, then the Applicable Program Fee will be the most recent Standard Retail Price that was publicly viewable immediately prior to the incident giving rise to the claim.

1.8. "Standard Retail Price" means the then-current, non-promotional, publicly posted list price (excluding any discounts, coupons, promotional pricing, bundled pricing adjustments, taxes, and third-party fees) for the Applicable Program as displayed on The FIT Collective's website or within The FIT Collective's standard online purchase flow.

1.9. "Mind Body Marriage PC" means Mind Body Marriage PC and its owners, officers, directors, employees, contractors, agents, and affiliates.

1.10. "The Fit Collective" means Mind Body Marriage PC, The Fit Collective LLC, and The Fit Collective®.

1.11. "Releasees" means Mind Body

Marriage PC and The Fit Collective LLC and each of their respective owners, officers, directors, employees, contractors, agents, and affiliates.

2. PROGRAMS AND ACCESS

- 2.1. “Programs” means all programs offered by The Fit Collective, including but not limited to: Beginner Strength Program™, Total Fitness Program™, Beginner Strength & Mindset Program™, Total Strength & Mindset Program™, Kid’s Strength & Mindset Program™, and any other fitness, mindset, or wellness programs offered now or in the future.
- 2.2. Programs are delivered through digital platforms and typically include video-based fitness and/or educational curricula. Unless otherwise stated, each Activation Code or purchase provides you with access to the applicable Program for a period of twelve months from activation.

3. VOLUNTARY PARTICIPATION

- 3.1. Your electronic acceptance of these Terms, including by checking a box or clicking an ‘I Agree’ (or similar) button when these Terms are presented to you, constitutes your electronic signature and agreement to be bound; and, if you are a Parent or Legal Guardian, your consent on behalf of the Minor Participant. You also agree to the dispute resolution provisions in Section 16, including binding arbitration and waiver of the right to a jury trial.
- 3.2. Participation in Programs is entirely voluntary. You may discontinue participation at any time.
- 3.3. You are not required to participate in

any Program as a condition of receiving medical care from any healthcare provider.

4. NON-MEDICAL SERVICE DISCLAIMER; NO MEDICAL ADVICE

- 4.1. Programs are general wellness and fitness education. They do not constitute medical, nutritional, psychological, or therapeutic advice, diagnosis, or treatment. Participation in any Program must not be used as a substitute for medically necessary treatment such as physical therapy, supervised rehabilitation, developmental services, or other prescribed clinical care.
- 4.2. The Fit Collective is not a healthcare provider, does not establish a provider-patient relationship with you, and does not provide individualized medical advice or Clinical Services.
- 4.3. Programs are not individualized or supervised exercise prescriptions and may not be appropriate for all individuals.
- 4.4. You agree to consult with your own physician or qualified healthcare provider before beginning any exercise or wellness program, particularly if you have any known or suspected medical condition, injury, or limitation.

5. SELF-PAY; NO INSURANCE COVERAGE

- 5.1. Programs are self-pay wellness services. Fees paid for Programs are not covered by health insurance, Medicare, or Medicaid and are not reimbursable by any Payer.
- 5.2. You agree not to submit claims to any insurer, health plan, or governmental program seeking coverage or reimbursement for Program fees or to request that your provider submit

such claims on your behalf.

- 5.3. Participation or non-participation in any Program will not affect your eligibility for, or the quality of, any insurance-covered medical care you may receive from your own healthcare providers.

6. ELIGIBILITY; MINORS

- 6.1. You represent that you are at least eighteen years of age, or that you are the Parent or Legal Guardian of a Minor Participant and are legally permitted to grant consent on that Minor's behalf.

- 6.2. Kids Strength & Mindset Program™ is not designed for children under age six. Children under age six may not participate.

- 6.3. If the Participant is a Minor:

- 6.3.1. A Parent or Legal Guardian aged eighteen or older must purchase or authorize access to the Program;
- 6.3.2. The Parent or Legal Guardian is responsible for supervising all participation, ensuring a safe exercise environment, and monitoring the Minor's safety and readiness; and
- 6.3.3. The Parent or Legal Guardian accepts these Terms and Waiver on the Minor's behalf.
- 6.3.4. The Parent or Legal Guardian understands that some jurisdictions restrict or prohibit releases of a Minor's personal injury claims. Regardless of any such restriction, the Parent or Legal Guardian agrees to the fullest extent permitted by law that the Parent or Legal Guardian will not assert claims in the Parent or Legal Guardian's individual capacity against the Releasees arising out of or relating to the Minor's participation in Programs and will comply with the indemnification obligations in Section 15.
- 6.3.5. The Parent or Legal Guardian agrees, in the Parent or Legal Guardian's individual capacity, to be legally bound by these Terms and Waiver, including Section 9 (Release of Liability), Section 14 (Limitation of Liability), Section 15 (Indemnification), and Section 16 (Dispute Resolution).

7. ASSUMPTION OF RISK

- 7.1. You acknowledge that participation in fitness, strength training, and wellness activities involves inherent risks, including but not limited to muscle strains and sprains, joint or

ligament injuries, falls or accidents, impacts with equipment or other objects, equipment-related injuries, overexertion, cardiovascular strain, and, in rare cases, more serious events such as cardiac complications or other acute medical issues (serious injury or death), as well as emotional or psychological effects.

- 7.2. You understand that these risks may be increased by factors such as improper form, unsupervised exercise, underlying or undisclosed health conditions, failure to follow instructions, and environmental factors (including inadequate space, unsafe surfaces, or inappropriate equipment).
- 7.3. You voluntarily assume all risks, known and unknown, associated with your participation in Programs.
- 7.4. If the Participant is a Minor, the Parent or Legal Guardian acknowledges and agrees that the risks described in this Section 7 apply to the Minor's participation in Programs and voluntarily assumes those risks on the Minor's behalf to the fullest extent permitted by applicable law.

8. RESPONSIBILITY FOR SAFETY

8.1. You are solely responsible for:

- 8.1.1. Determining your own readiness for exercise or mindset practices and obtaining medical clearance where needed;
- 8.1.2. Monitoring your own safety, symptoms, and environment during participation;
- 8.1.3. Modifying or discontinuing exercises as needed based on your condition; and
- 8.1.4. Ensuring appropriate footwear, sufficient space, and safe equipment.

8.2. For Minors, the Parent or Legal Guardian is solely responsible for:

- 8.2.1. Determining the Minor's readiness and obtaining any necessary medical clearance;

- 8.2.2. Supervising all Program activities, including exercise sessions;
- 8.2.3. Providing safe surroundings and equipment; and
- 8.2.4. Modifying or discontinuing the Minor's participation if any safety concerns arise.

8.3. The Fit Collective is not responsible for participant supervision, screening, or safety, and does not monitor individual participation.

9. RELEASE OF LIABILITY

9.1. To the fullest extent permitted by law, you hereby waive, release, and discharge Releasees from any and all claims, demands, causes of action, or liability arising out of or related to:

- 9.1.1. Your participation in any Program;
- 9.1.2. Any injury, illness, or adverse outcome you may experience;
- 9.1.3. Negligence by the Releasees, including alleged negligent design, selection, or instruction of Program content or activities (excluding gross negligence or willful misconduct).
- 9.1.4. Misuse, misunderstanding, or misapplication of Program content; and
- 9.1.5. Actions or inactions of third parties, including healthcare providers, Practices, coaches, parents, guardians, or other participants.

9.2. This release applies to physical, emotional, and property-related claims, including those arising from serious injury or death to the fullest extent permitted by law.

9.3. If the Participant is a Minor, the Parent or Legal Guardian releases the above parties on behalf of the Minor and agrees that this release is binding on the Minor and the Minor's heirs, assigns, and representatives, to the extent permitted by law.

9.4. If the Participant is a Minor, the Parent or Legal Guardian, in the Parent or Legal Guardian's individual capacity, covenants and agrees not to sue or otherwise assert claims against any Releasee arising out of or relating to the Minor's participation in

Programs, to the fullest extent permitted by applicable law.

10. NO GUARANTEES OF RESULTS

- 10.1. You understand that fitness, mindset, and wellness outcomes vary by individual and depend on many factors.
- 10.2. The Fit Collective makes no guarantees regarding strength gains, weight changes, performance improvements, mental-health changes, or any other specific outcomes from participating in Programs.
- 10.3. Program participation is not a promise or warranty of results.

11. FEES; REFUNDS; CODES

- 11.1. Fees for Programs are as displayed at the time of purchase or as communicated by the Practice that provides you with access.
- 11.2. Unless required by law or expressly stated otherwise, all Program sales are final and non-refundable. Unused or expired Activation Codes have no cash or other financial value and cannot be refunded, reactivated, or credited.
- 11.3. If you receive access to a Program through an Activation Code from a Practice, your rights as a Participant are governed by these End User Terms and Waiver and any additional terms presented to you at activation. Any separate financial arrangement you have with the Practice is between you and that Practice.

12. INTELLECTUAL PROPERTY; LIMITED LICENSE

- 12.1. The Fit Collective owns all rights in and to the Programs and associated content, including videos, workouts,

written materials, instructions, and digital assets.

- 12.2. Subject to your compliance with these Terms, you are granted a limited, non-exclusive, non-transferable license to access and use the Programs for your personal, non-commercial use during the applicable access period.
- 12.3. You may not copy, record, reproduce, distribute, publicly display, modify, create derivative works from, or host Program content, or share your access credentials with others, without prior written permission from The Fit Collective.

13. TECHNOLOGY; THIRD-PARTY SYSTEMS

- 13.1. Programs may rely on third-party websites, applications, and technology platforms.
- 13.2. The Fit Collective is not responsible for outages, data loss, technical failures, or security incidents attributable to third-party systems and does not guarantee uninterrupted access to Programs.
- 13.3. You agree not to upload, transmit, or otherwise provide medical records, clinical notes, diagnoses, test results, images, or other detailed health information to The Fit Collective through any Program platform, message function, form field, or email. Any information you provide must be limited to information reasonably necessary for account access and administration. The Fit Collective may delete any prohibited submissions.

14. LIMITATION OF LIABILITY

- 14.1. Programs are provided 'as is' and 'as available.' To the maximum extent permitted by law, the

Releasees disclaim all warranties, express or implied, including any implied warranties of merchantability and fitness for a particular purpose.

- 14.2. To the maximum extent permitted by law, the Releasees' aggregate liability to you for all claims arising out of or relating to the Applicable Program or these Terms, whether in contract, tort (including negligence), or otherwise, will not exceed the Applicable Program Fee.
- 14.3. In no event will the Releasees be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, or for any loss of profits, revenue, goodwill, or business opportunity, even if advised of the possibility of such damages.
- 14.4. Some jurisdictions do not allow certain limitations on liability. If any limitation above is found unenforceable, liability will be limited to the smallest extent permitted by applicable law.

15. INDEMNIFICATION

- 15.1. You agree to indemnify, defend, and hold harmless the Releasees from and against any and all claims, demands, causes of action, damages, losses, liabilities, penalties, and expenses (including reasonable attorneys' fees and costs) arising out of or relating to:

15.1.1. Your participation in Programs;

15.1.2. Your violation of these Terms;

15.1.3. Your misuse or misapplication of Program content; or

15.1.4. For Minors, any claim asserted by or on behalf of a Minor Participant arising out of or relating to the Minor's participation, including claims attributable to lack of supervision, unsafe environment, or misuse, misunderstanding, or misapplication of the Program by the Parent or Legal Guardian, to the fullest extent permitted by applicable law.

- 15.2. If the Participant is a Minor, the Parent or Legal Guardian assumes all legal responsibility for the Minor's participation and for compliance with these Terms and Waiver on the Minor's behalf.

16. GOVERNING LAW; DISPUTE RESOLUTION

- 16.1. These Terms are governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict-of-laws rules.
- 16.2. Any dispute, claim, or controversy arising out of or relating to these Terms or Programs will be resolved by binding arbitration administered by the American Arbitration Association (AAA) in Philadelphia, Pennsylvania, in accordance with the AAA's applicable rules. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

17. SURVIVAL; ENTIRE AGREEMENT; MODIFICATION; CONTACT

- 17.1. Survival. The provisions of these Terms that by their nature should survive expiration or termination will remain in full force and effect, including, without limitation, provisions relating to payment obligations, intellectual property, risk allocation, indemnification, disclaimers and limitations of liability, and governing law and dispute resolution.
- 17.2. These End User Terms and Waiver constitute the entire agreement between you and The Fit Collective with respect to Programs and supersede all prior agreements or representations on these subjects.
- 17.3. If any provision of these Terms is held to be invalid, illegal, or unenforceable in any respect, that provision will be enforced to the

maximum extent permissible, and the remaining provisions will continue in full force and effect.

17.4. The Fit Collective may update these Terms from time to time. Material changes will apply prospectively and will be communicated through reasonable means, such as updates on the Program platform. Continued access or participation after such notice constitutes acceptance of the updated Terms.

17.5. Questions about these Terms may be directed to:

Mazzy Orban, Program Director
Email: mazzy@thefitcollective.com

Placement: immediately above the "I Agree" button. Display the entire block in ALL CAPS and bold in the UI.

READ THIS AGREEMENT CAREFULLY. IT INCLUDES AN ASSUMPTION OF RISK, A RELEASE OF LIABILITY, AND BINDING ARBITRATION THAT AFFECT YOUR LEGAL RIGHTS.

BY CLICKING "I AGREE," YOU ACKNOWLEDGE AND AFFIRM THAT:

- 1. YOU HAVE READ, UNDERSTAND, AND VOLUNTARILY ACCEPT THESE END USER TERMS AND WAIVER, INCLUDING THE ASSUMPTION OF RISK (SECTION 7), RESPONSIBILITY FOR SAFETY (SECTION 8), RELEASE OF LIABILITY (SECTION 9), LIMITATION OF LIABILITY (SECTION 14), AND DISPUTE RESOLUTION (SECTION 16), INCLUDING BINDING ARBITRATION AND WAIVER OF ANY RIGHT TO A JURY TRIAL.**
- 2. YOU UNDERSTAND THAT YOU ARE ASSUMING THE RISKS DESCRIBED IN SECTION 7 AND RELEASING AND WAIVING CERTAIN LEGAL CLAIMS AGAINST THE RELEASEES (AS DEFINED IN SECTION 1), TO THE FULLEST EXTENT PERMITTED BY LAW.**
- 3. IF YOU ARE ACCEPTING ON BEHALF OF A MINOR, YOU REPRESENT THAT YOU ARE THE PARENT OR LEGAL GUARDIAN AND YOU ACCEPT THESE TERMS IN YOUR INDIVIDUAL CAPACITY AND ON THE MINOR'S BEHALF, TO THE FULLEST EXTENT PERMITTED BY LAW.**

IF YOU DO NOT AGREE, DO NOT CLICK "I AGREE" AND DO NOT ACCESS OR PARTICIPATE IN ANY PROGRAM.

Button label (immediately below)

I AGREE TO THE END USER TERMS AND WAIVER