

Terms of Use

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Overview:

Welcome to Living Fit Club ("LFC," "we," "us," or "our"). LFC provides a fun and rewarding way for you to share your fitness & wellness experiences and successes. LFC subscription services provide our members with access to a wealth of content and tools that help you be physically fit ("Workout and Wellness Content") available or streamed over the Internet to certain Internet-connected TV's, computers, mobile device, and other devices ("LFC ready devices").

These Terms of Use govern your use of our Service. As used in these Terms of Use, "LFC Service," "our Service" or "the Service" means the service provided by LFC for discovering, utilizing, and watching Workout and Wellness Content, establishing and tracking fitness training programs and teams, and includes all features and functionalities, website, pages, and user interfaces, as well as all content and software associated with our Service.

If you are a resident of the United States (including its possessions and territories), you agree to the Arbitration Agreement and class action waiver described in Section 15 to resolve any disputes with M5 (except for matters that may be taken to small claims court).

Health & Medical Disclaimer:

THE FITNESS INFORMATION, INCLUDING WEIGHT LOSS INFORMATION, AND OTHER CONTENT PRESENTED ON THE SERVICE ARE INTENDED ONLY FOR EDUCATIONAL PURPOSES AND TO ASSIST MEMBERS IN THEIR PERSONAL FITNESS AND WEIGHT LOSS EFFORTS. LFC is not a medical organization and cannot give you medical advice or diagnosis. NEITHER THE FITNESS CONTENT, WELLNESS CONTENT NOR OUR SERVICE IS INTENDED AS A SUBSTITUTE FOR MEDICAL COUNSELING OR CONSULTATION. YOU SHOULD CONSULT YOUR PERSONAL PHYSICIAN BEFORE STARTING THIS OR ANY OTHER DIET OR FITNESS PROGRAM. DO NOT START ANY DIET OR FITNESS PROGRAM WITH US IF YOUR PHYSICIAN OR HEALTH CARE PROVIDER ADVISES AGAINST IT. LIVINGFIT.CLUB IS INTENDED FOR HEALTHY ADULTS. LFC RESERVES THE RIGHT TO REFUSE OR CANCEL YOUR MEMBERSHIP OR USE OF THE SITES IF WE DETERMINE THAT YOU HAVE OR IF YOU INFORM US THAT YOU HAVE CERTAIN MEDICAL CONDITIONS INCLUDING THOSE REFERENCED BELOW. LFC RESERVES THE RIGHT TO CANCEL YOUR MEMBERSHIP SHOULD YOU VIOLATE THESE TERMS OF USE OR ANY OTHER POSTED POLICY ON THE SERVICE AS DETERMINED BY LFC IN ITS SOLE DISCRETION.

In becoming a Member with the intent of using the Service, you affirm that either (A) all of the following statements are true: (i) no physician has ever informed you that you have a heart condition or that you should only do physical activities recommended by a physician; (ii) you have never felt chest pain when engaging in physical activity; (iii) you have not experienced chest pain when not engaged in physical activity at any time within the past month; (iv) you have never lost your balance because of dizziness and you have never lost consciousness; (v) you do not have a bone or joint problem that could be made worse by a change in your physical activity; (vi) your physician is not currently prescribing drugs for your blood pressure or heart condition; (vii) you do not have a history of high blood pressure, and no one in your immediate family has a history of high blood pressure or heart problems; and (viii) you do not know of any other reason you should not exercise; or (B) your physician has specifically approved of your use of the Service.

And in becoming a Member with the intent of using the Service, you further affirm that either (A) all of the following statements are true: (i) you are not presently following a fitness or diet plan provided to you by a physician or other medical professional for health reasons; and (ii) you have not been medically diagnosed as suffering from diabetes, hypoglycemia, heart disease, high cholesterol or high blood pressure; or (B) your physician has specifically approved your use of the Service.

And if you are a woman, in becoming a Member with the intent of using the Service you further affirm that either (A) you are not pregnant, breastfeeding or lactating; or (B) your physician has specifically approved your use of the Service.

You are advised that health, diet & fitness advice is often subject to updating and refining due to medical research and developments. No assurance can be given that the Workout and Wellness Content will reflect the most recent findings or developments with respect to the particular material. You are encouraged to consult with your health care provider with any questions or concerns you may have regarding any health condition.

1. **Acceptance of Terms of Use**

- a. These Terms of Use, which include our Privacy Policy, End User License Agreement ("EULA"), and to the extent you use the social features, govern your use of the LFC Service. By using, visiting, or browsing the LFC Service, you accept and agree to these Terms of Use. If you do not agree to these Terms of Use, do not use the LFC Service.
- b. The LFC Service is provided by TRIHARMONY, INC, or one of its affiliated companies. The LFC company that is providing the Service to you (referred to as "LFC" in these Terms of Use) and with whom you are entering into this agreement, depends on the country from which you sign up for the LFC Service. Check back as the Service provider may change from time to time.

2. **Changes to Terms of Use.** LFC may, from time to time, change these Terms of Use, including the Privacy Policy, and EULA. Such revisions shall be effective immediately; provided however, for existing members, such revision shall, unless otherwise stated, be effective upon the next time you access the Service, but in no event later than 30 days after posting.

3. **Basic Terms**

- a. You must be at least 13 years old to use the Service.
- b. You may not post violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive photos, comments, or other content via the Service.
- c. You are responsible for any activity that occurs through your account. With the exception of people or businesses that are expressly authorized to create accounts on behalf of their employer, LFC prohibits the creation of and you agree that you will not create an account for anyone other than yourself. You also represent that all information you provide or provided to LFC upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy.
- d. You agree that you will not solicit, collect or use the login credentials of other LFC users.
- e. You are responsible for keeping your password secret and secure.
- f. You must not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and you must not post private or confidential information via the Service, including, without limitation, your or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.
- g. You may not use the Service for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations (for example, federal, state, local and provincial) applicable to your use of the Service and your User Content (defined below), including but not limited to, copyright laws.
- h. You are solely responsible for your conduct and any data, text, messages, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other content or materials (collectively, "User Content") that you submit, post or display on or via the Service.
- i. Any User Content that is uploaded, submitted, displayed, or posted to the Service will become the sole property of LFC.
- j. LFC may use any User Content that is uploaded, submitted, displayed, or posted to the Service in any commercially reasonable manner without payment or compensation to you.
- k. LFC's use of User Content may be attributed to or include your name (first name and last name initial) or username, and general location.
- l. You must not change, modify, adapt or alter the Service or change, modify or alter another website so as to falsely imply that it is associated with the Service or LFC.
- m. You must not access LFC's private API by means other than those permitted by LFC.
- n. You must not create or submit unwanted email, comments, high 5s or other forms of commercial or harassing communications (a/k/a "spam") to any LFC users.
- o. You must not use domain names or web URLs in your username without prior written consent from LFC.
- p. You must not interfere or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature. You may not inject content or code or otherwise alter or interfere with the way any LFC page is rendered or displayed in a user's browser or device.

- q. You must not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.
 - r. You must not attempt to restrict another user from using or enjoying the Service and you must not encourage or facilitate violations of these Terms of Use or any other LFC terms.
 - s. Violation of these Terms of Use may, in LFC's sole discretion, result in termination of your LFC account.
 - t. You understand and agree that LFC cannot and will not be responsible for the User Content posted on the Service and you use the Service at your own risk. If you violate the letter or spirit of these Terms of Use, or otherwise create risk or possible legal exposure for LFC, we can stop providing all or part of the Service to you.
4. **Privacy.** Personally identifying information is subject to our Privacy Policy, the terms of which are incorporated herein. Please review our Privacy Policy to understand our practices.
5. **Communication Preferences.** By using the LFC Service, you consent to receiving electronic communications from LFC relating to your account. These communications may involve sending emails to your email address provided during registration, or posting communications on the LFC Service, or in the "My Account" page and will include notices about your account (e.g., payment authorizations, change in password or Payment Method, confirmation e-mails and other transactional information) and are part of your relationship with LFC. You agree that any notice, agreements, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. You should maintain copies of electronic communications by printing a paper copy or saving an electronic copy. You also consent to receiving certain other communications from us, such as newsletters about new LFC features and content, special offers, promotional announcements and customer surveys via email or other methods. If you no longer want to receive certain non-transactional communications, simply go to the "Email preferences" link on the "My Account" page of our website (www.LFCportal.com/MyAccount) to manage your LFC communications. Please review our Privacy Policy for further detail on our marketing communications.
6. **Membership, Free Trials, Billing and Cancellation**
- a. **Membership**
 - i. **Ongoing Membership.** Your LFC membership, which may start with a free trial, will continue month-to-month unless and until you cancel your membership or we terminate it. You must have Internet access and provide us with a current, valid, accepted method of payment (as such may be updated from time to time, "Payment Method") to use the LFC Service. We will bill the monthly membership fee to your Payment Method. You must cancel your membership before it renews each month in order to avoid billing of the next month's membership fees to your Payment Method.
 - ii. **Differing Memberships.** We may offer a number of membership plans, including special promotional plans or memberships with differing conditions and limitations. Any materially different terms from those described in these Terms of Use will be disclosed at your sign-up or in other communications made available to you. You can find specific details regarding your membership with LFC by visiting our website and clicking on the "My Account" link. Some promotional memberships are offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. We reserve the right to modify, terminate or otherwise amend our offered membership plans.
 - b. **Free Trials**
 - i. Your LFC membership may or may not start with a free trial. The free trial period of your membership lasts for one month, or as otherwise specified during sign-up. Free trials may not be combined with any other offers. Free trials are for new and certain former members only during certain promotions. LFC reserves the right, in its absolute discretion, to determine your free trial eligibility.
 - ii. We will begin billing your Payment Method for monthly membership fees at the end of the free trial period of your membership unless you cancel prior to the end of the free trial period. To view the specific details of your membership, including monthly membership price and end date of your free trial period, visit our website and click the "My Membership" link on the "My Account" page. We may authorize your Payment Method through various methods, including authorizing it up to approximately one month of service as soon as you register. In some instances, your available balance or credit limit may be reduced to reflect the authorization during your free trial period.

- iii. You will not receive a notice from us that your free trial period has ended or that the paying portion of your membership has begun. CLICK THE "MY ACCOUNT" LINK AT THE TOP OF ANY LFC PORTAL WEB PAGE (www.LFCportal.com) TO FIND CANCELLATION INSTRUCTIONS. We will continue to bill your Payment Method on a monthly basis for your membership fee until you cancel.

c. **Billing**

- i. **Recurring Billing.** By starting your LFC membership, you authorize us to charge you a monthly membership fee at the then current rate, and any other charges you may incur in connection with your use of the LFC Service to your Payment Method. You acknowledge that the amount billed each month may vary from month to month for reasons that may include differing amounts due to promotional offers and/or changing or adding a plan, and you authorize us to charge your Payment Method for such varying amounts, which may be billed monthly in one or more charges.
- ii. **Price Changes.** We reserve the right to adjust pricing for our Service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Use, any price changes to your Service will take effect immediately following email notice to you.
- iii. **Billing Cycle.** The membership fee for our Service will be billed at the beginning of the paying portion of your membership and each month thereafter unless and until you cancel your membership. We automatically bill your Payment Method each month on the calendar day corresponding to the commencement of your paying membership. Membership fees are fully earned upon payment. We reserve the right to change the timing of our billing, in particular, as indicated below, if your Payment Method has not successfully settled. In the event your paying membership began on a day not contained in a given month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if you started your LFC membership or became a paying member on January 31st, your next payment date is likely to be February 28th, and your Payment Method would be billed on that date. Your renewal date may change due to changes in your Membership. Visit our website and click on the "My Membership" link on the "My Account" page to see the commencement date for your next renewal period. We may authorize your Payment Method in anticipation of membership or service-related charges. As used in these Terms of Use, "billing" shall indicate a charge, debit or other payment clearance, as applicable, against your Payment Method. Unless otherwise stated differently, month or monthly refers to your billing cycle.
- iv. **No Refunds.** SUBSCRIPTION PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. Following any cancellation, however, you will continue to have access to the Service through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.
- v. **Payment Methods.** You may edit your Payment Method information by visiting our website and clicking on the "My Account" link, available at the top of the pages of the LFC website. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges. Check with your Payment Method service provider for details.
- vi. **Cancellation.** You may cancel your LFC membership at any time, and you will continue to have access to the LFC Service through the end of your monthly billing period. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH MEMBERSHIP PERIODS OR UNWATCHED WELLNESS AND FITNESS CONTENT. To cancel, go to the "My Account" page on our website and follow the instructions for cancellation.

7. **LFC Service**

- a. You must be 18 years of age, or the age of majority in your province, territory or country, to become a member of the LFC Service. Individuals under the age of 18, or applicable age of majority, may

utilize the Service only with the involvement of a parent or legal guardian, under such person's account and otherwise subject to these Terms of Use.

- b. The LFC Service, and any content viewed through our Service, are for your personal and non-commercial use only. During your LFC membership, we grant you a limited, non-exclusive, non-transferable, license to access the LFC Service and view Wellness and Fitness Content through the Service on a streaming-only basis for that purpose. Except for the foregoing limited license, no right, title or interest shall be transferred to you.
- c. You may view Wellness and Fitness Content through the LFC Service only in geographic locations where we offer our Service and have licensed such Wellness and Fitness Content. The content that may be available to watch will vary by geographic location. LFC will use technologies to verify your geographic location. YOU MAY WATCH ON UP TO SIX UNIQUE AUTHORIZED LFC FITNESS READY DEVICES AND THE NUMBER OF DEVICES ON WHICH YOU MAY SIMULTANEOUSLY WATCH IS LIMITED. Go to "My Account" page to see the number of devices on which you may simultaneously watch. The number of devices available for use and the simultaneous streams may change from time to time at our discretion without notice.
- d. We continually update the LFC Service, including the content library. In addition, we continually test various aspects of our Service, including our website, user interfaces, service levels, plans, promotional features, availability of movies and TV shows, delivery and pricing. We reserve the right to, and by using our Service you agree that we may, include you in or exclude you from these tests without notice. We reserve the right in our sole and absolute discretion to make changes from time to time and without notice in how we offer and operate our Service.
- e. You agree to use the LFC Service, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, including public performance limitations or other restrictions on use of the Service or content therein. You agree not to archive, download (other than through caching necessary for personal use), reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorized in these Terms of Use) content and information contained on or obtained from or through the LFC Service without express written permission from LFC or its licensors. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the LFC Service; use any robot, spider, scraper or other automated means to access the LFC Service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the LFC Service; insert any code or product or manipulate the content of the LFC Service in any way; or, use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, email, or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the LFC Service, including any software viruses or any other computer code, files or programs.
- f. The availability of Wellness and Fitness Content to watch may change from time to time. The quality of the display of the streaming Wellness and Fitness Content may vary from computer to computer, and device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges. LFC makes no representations or warranties about the quality of your viewing or watching experience on your display. The time it takes to begin watching a movie or TV show will vary based on a number of factors, including your location, available bandwidth at the time, the Wellness and Fitness Content you have selected and the configuration of your LFC ready device.
- g. We may terminate or restrict your use of our Service, without compensation or notice if you are, or if we suspect that you are (i) in violation of any of these Terms of Use or (ii) engaged in illegal or improper use of the Service.

8. LFC-Preferred Products

- a. Members are able to purchase LFC-preferred Young Living Essential Oils products at their current Member price through their own personal account at www.YoungLiving.com. Young Living Essential Oils, LC is not affiliated with Living Fit Club or TriHarmony Inc directly except for recommending usage of their wellness products. TriHarmony Inc maintains and builds a personal organization within Young Living Essential Oils, LC. Being a member of Living Fit Club is separate and exclusive from being a member or customer of Young Living Essential Oils, LC. All LFC Members must abide by Young Living's Terms & Conditions and Policies & Procedures as a requirement of having an

account with them. All FDA, EPA, FTC requirements apply to Young Living Essential Oils, LC, Triharmony, Inc, and Living Fit Club.

9. Passwords & Account Access

- a. The member who created the LFC account and whose Payment Method is charged is referred to here as the Account Owner. The Account Owner has access and control over the LFC account. The Account Owner's control is exercised through use of the Account Owner's password and therefore to maintain exclusive control, the Account Owner should not reveal the password to anyone. In addition, if the Account Owner wishes to prohibit others from contacting LFC Customer Service and potentially altering the Account Owner's control, the Account Owner should not reveal the Payment Method details (e.g., last four digits of their credit or debit card, or their email address if they use PayPal) associated with their account. You are responsible for updating and maintaining the truth and accuracy of the information you provide to us relating to your account.
- b. In order to provide you with ease of access to your account and to help administer the LFC Service, LFC implements technology that enables us to recognize you as the Account Owner and provide you with direct access to your account without requiring you to retype any password or other user identification when you revisit the LFC Service, which includes accessing via website.
- c. BY SHARING THE LFC WELLNESS AND FITNESS SERVICE PASSWORD OR ALLOWING OTHERS TO ACCESS YOUR ACCOUNT, THE ACCOUNT OWNER AGREES TO BE RESPONSIBLE FOR ASSURING THAT HOUSEHOLD MEMBERS COMPLY WITH THE TERMS OF USE AND SUCH ACCOUNT OWNER SHALL BE RESPONSIBLE FOR THE ACTIONS OF THE HOUSEHOLD MEMBERS.
- d. You should be mindful of any communication requesting that you submit credit card or other account information. Providing your information in response to these types of communications can result in identity theft. Always access your sensitive account information by going directly to the LFC website and not through a hyperlink in an email or any other electronic communication, even if it looks official. LFC reserves the right to place any account on hold anytime with or without notification to the member in order to protect itself and its partners from what it believes to be fraudulent activity. LFC is not obligated to credit or discount a membership for holds placed on the account by either a representative of LFC or by the automated processes of LFC.

10. Disclaimers of Warranties and Limitations on Liability

- a. THE LFC FITNESS SERVICE AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH, OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE LFC WELLNESS AND FITNESS SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. LFC FITNESS DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE LFC WELLNESS AND FITNESS SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. LFC SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF APPLICATIONS AND LFC FITNESS SOFTWARE (INCLUDING THEIR CONTINUING COMPATIBILITY WITH OUR SERVICE).
- b. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL LIVING FIT CLUB, OR ITS SUBSIDIARIES OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR LICENSORS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER.
- c. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.
- d. NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU. If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

11. **Gifts & Promotions.** We may offer Gift Subscriptions for purchase on our websites. Your Payment Method will be charged for any purchased Gift Subscriptions. The purchase and redemption of Gift Subscriptions are subject to the Gift Subscription Terms (www.m5fitness.com/GiftTerms). Promotional codes may be redeemed on our website. Promotional codes can only be used once and cannot be redeemed for cash,

resold or combined with any other offers, including a free trial. If you received a promotion code through an offer by a third party, additional restrictions may apply.

12. Intellectual Property

- a. **Copyright.** The Living Fit Club, including all content provided on Living Fit Club, is protected by United States and international copyright, trade secret or other intellectual property laws and treaties.
- b. **Claims of Copyright Infringement.** If you believe your work has been reproduced or distributed in a way that constitutes copyright infringement or are aware of any infringing material available through the LFC Service, please notify us at LivingFitClub@gmail.com

13. Governing Law

- a. For all other LFC members, these Terms of Use shall be governed by and construed in accordance with the laws of the state of New York, U.S.A. without regard to conflict of laws provisions.
- b. You may also be entitled to certain consumer protection rights under the laws of your local jurisdiction.

14. **Applications.** You may encounter third-party applications (including, without limitation, websites, widgets, software, or other software utilities) ("Application(s)") that interact with the LFC Service. These Applications may import data related to your LFC account and activity and otherwise gather data from you. These Applications are provided solely as a convenience to you, and LFC is not responsible for such Applications. SUCH APPLICATIONS ARE OWNED OR OPERATED BY THIRD PARTIES THAT ARE NOT RELATED TO WITH OR SPONSORED BY M5 FITNESS AND MAY NOT BE AUTHORIZED FOR USE WITH OUR SERVICE IN ALL COUNTRIES. USE OF AN APPLICATION IS AT YOUR OWN OPTION AND RISK.

15. **Use of Information Submitted.** LFC is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("Feedback"), including responses to questionnaires or through postings to the LFC Service, including the LFC website, Facebook member community and user interfaces, without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the LFC Service. LFC will become the sole owner of any Feedback submitted to it. In addition, you agree not to enforce any "moral rights" in and to the Feedback, to the extent permitted by applicable law. Please note LFC does not accept unsolicited materials or ideas for Wellness and Fitness Content, and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to LFC. Should you send any unsolicited materials or ideas, you do so with the understanding that no additional consideration of any sort will be provided to you, and you are waiving any claim against LFC and its affiliates regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the material or idea you sent.

16. **Customer Support.** If you need assistance with your account, email livingfitclub@gmail.com or call (855) 625-3239. In certain instances, Customer Service may best be able to assist you by using a remote access support tool through which we have full access to your computer. If you do not want us to have this access, you should not consent to support through the remote access tool, and we will assist you through other means. In the event of any conflict between these Terms of Use and information provided by Customer Support or other portions of our website, these Terms of Use will control.

17. Arbitration Agreement

- a. If you are an LFC member in the United States (including its possessions and territories), you and LFC agree that any dispute, claim or controversy arising out of or relating in any way to the LFC Service, these Terms of Use and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and LFC are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and the termination of your LFC membership.
- b. If you elect to seek arbitration or file a small claim court action, you must first send to LFC, by certified mail, a written Notice of your claim ("Notice"). The Notice to LFC must be addressed to: General Counsel, TriHarmony, Inc, 40 Herbert Avenue, Lindenhurst, NY 11757 ("Notice Address"). If LFC initiates arbitration, it will send a written Notice to the email address used for your membership account. A Notice, whether sent by you or by LFC, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If LFC and you

do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or LFC may commence an arbitration proceeding or file a claim in small claims court.

- c. You may download or copy a form Notice and a form to initiate arbitration at www.adr.org. You will be responsible for all filing fees.
- d. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement. Unless LFC and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence.
- e. If your claim is for \$10,000USD or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of LFC's last written settlement offer made before an arbitrator was selected (or if LFC did not make a settlement offer before an arbitrator was selected), then LFC will pay you the amount of the award or \$1,000USD, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.
- f. YOU AND LFC AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and LFC agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.