

## Terms of Use

These terms of use (“TOU Agreement”) govern the use of the website (the “Website”) operated by **LionFit, LLC** (“LionFit”, “We,” or “Us”) at the URL <http://www.BeLionFit.com>. You, as a User (where “User” is a person using the Website), must agree to this TOU Agreement in order to use the Website. You must be of legal age (over eighteen years of age in the United States) to use the Website.

- 1) Acceptance of this TOU Agreement. This TOU Agreement governs all use of the Website. You should periodically review the TOU Agreement. We reserve the right to modify this TOU Agreement. The most recent version of the TOU Agreement will always appear on the Website. You will always be bound by the most recent version of this TOU Agreement even if You are not notified of any changes. By continuing to use the Website, You accept any changes to this TOU Agreement. If You decide not to accept changes, You must cease using the Website.
- 2) Privacy Policy. The Privacy Policy is a part of this TOU Agreement and incorporated into this TOU Agreement by reference.
- 3) Use of the Website. You will use the Website only as described in this TOU Agreement and according to applicable laws and regulations. You are responsible for Your actions that breach or could be reasonably construed as a breach of this TOU Agreement and You may be held responsible for any damages caused by a breach. You may not use the Website in a manner that would disrupt the Website or its use by other Users. We reserve the right to investigate any breach or alleged breach of this TOU Agreement and to report any breach or alleged breach of this TOU Agreement to law enforcement authorities if We believe that an illegal or unlawful act has occurred. We may prevent You from using the Website if We become aware of actions that breach (or that We may reasonably construe as a breach) of this TOU Agreement. We may limit or terminate Your use of the Website if We determine that Your conduct or actions are detrimental to other Users.
- 4) Notifications by Email. You may submit your email address to Us so that you may receive notifications from Us by email. All emails delivered by Us to You will include instructions for You to “unsubscribe” from future emails from Us.
- 5) Third Party Websites.
  - a) The Website may include links to or embedded content from websites operated by third parties (“Third Party Website(s)”).
  - b) We have no control over any Third Party Website and are not liable for:
    - i) any losses or damages You may incur by navigating to a Third Party Website,
    - ii) any losses or damages You may incur because a Third Party Website did not properly interact with the Website, or
    - iii) any losses or damages You may incur because the content from a Third Party Website did not properly embed on or interact with the Website.
  - c) Unless otherwise noted, We do not endorse the links to or content of any Third Party Website.
  - d) If You believe You have an issue or complaint with an operator of a Third Party Website then You should contact the operator directly.
- 6) WARRANTY DISCLAIMER. REGARDING THE THE WEBSITE AND THE CONTENT PRESENTED ON THE WEBSITE, LIONFIT EXPRESSLY DISCLAIMS 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. THE WEBSITE IS PROVIDED “AS-IS” AND YOU USE THE WEBSITE SOLELY AT YOUR OWN RISK. YOU WILL BE RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR COMPUTING DEVICE WHICH OCCURS AS A RESULT OF YOUR USE OF THE WEBSITE. LIONFIT MAKES NO WARRANTY THAT THE WEBSITE WILL BE AVAILABLE ON A CONTINUOUS BASIS. LIONFIT MAKES NO WARRANTY THAT ANY INFORMATION OR CONTENT AVAILABLE THROUGH THE WEBSITE IS TRUE, RELIABLE OR ACCURATE. LIONFIT MAKES NO WARRANTY THAT IT WILL CORRECT ANY ERRORS, DEFECTS OR OMISSIONS IN THE INFORMATION OR CONTENT ON THE WEBSITE.

- 7) LIMITATION OF LIABILITY. YOU EXPRESSLY UNDERSTAND AND AGREE THAT LIONFIT SHALL NOT BE LIABLE FOR ANY DAMAGES OR INTANGIBLE LOSS, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, OR ANY LOST PROFITS WHICH YOU MAY INCUR OR SUFFER, AS A RESULT OF (1) YOUR USE OF THE WEBSITE, (2) YOUR RELIANCE ON ANY CONTENT OR INFORMATION ON THE WEBSITE, OR (3) YOUR ACCESS OF INFORMATION HOSTED OR PROVIDED BY ANY THIRD PARTY WEBSITE. THIS LIMITATION OF LIABILITY SHALL NOT BE MODIFIED EVEN IF LIONFIT HAS BEEN ADVISED OR MADE AWARE OF THE POSSIBILITY OF ANY SUCH DAMAGES OR LOSSES. IF YOU BELIEVE THAT YOU ARE AT RISK OF ANY TYPE OF LOSS, WHETHER TANGIBLE OR INTANGIBLE, THEN YOU SHOULD NOT USE THE WEBSITE.
- 8) Indemnification. You agree to hold LionFit harmless and indemnify LionFit from and against any third-party claim arising from or in any way related to Your use of the Website in violation of this TOU Agreement, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys’ fees, of every kind and nature.
- 9) Proprietary Nature of the Website.
  - a) LionFit owns all right, title and interest in and to the Website (including its underlying software code) and that U.S. and international intellectual property laws protect such rights.
  - b) You will not reproduce, reverse engineer, copy, alter, modify, or create derivative works from the Website or its underlying software code. You agree that you will not use any robot, spider, other software or manual process to monitor, “scrape,” or copy any content available on the Website.
  - c) The “LionFit” standard character mark and the “LionFit” logos on the Website are Our trademarks. These trademarks and Our other trademarks are protected under U.S. and international intellectual property laws. Other marks that may appear on the Website may be proprietary to their respective owners.
  - d) Except as enumerated herein, nothing in this TOU Agreement gives You a license to use any of the Website’s underlying software code or any other proprietary content of LionFit available through the Website.
- 10) Contact. You may contact LionFit using the “Contact” page on the Website.

11) General.

- a) This TOU Agreement constitutes the entire agreement between You and LionFit regarding Your use of the Website.
- b) Any failure by LionFit not to exercise or enforce any legal right or remedy available to LionFit shall not be construed as a waiver of such right or remedy.
- c) If any court of competent jurisdiction rules that any provision of this TOU Agreement is invalid, then such provision shall be removed from this TOU Agreement without affecting the remainder of the TOU Agreement and this TOU Agreement will continue to be valid and enforceable.
- d) This TOU Agreement shall be governed under the laws of the State of Texas without regard to its conflict of laws provisions. Venue for any action brought under this TOU Agreement will be the courts of Travis County, Texas.
- e) Any claim or cause of action You may have against LionFit must be filed within two (2) years of the date on which the claim or cause of action occurred, or within two (2) years of the date on which You would have had reason to know of the occurrence of such claim or cause of action, or such claim or cause of action shall be forever barred.
- f) The Website has been designed to comply with the laws of the United States and LionFit does not make any representation or warranty that use of the Website is legal or lawful in other jurisdictions. You will be solely responsible for complying with applicable law should You access or use the Website from outside the United States.

**Privacy Policy**

This Privacy Policy is incorporated into the TOU Agreement and governs Your use of the Website. This Privacy Policy applies to all Users of the Website. You may not use the Website if You don't agree to this Privacy Policy.

We recognize that privacy is important to You. We protect and use the information You submit to Us as described in this Privacy Policy.

1) Information We Collect and How We Use It.

- a) Your Private Information. We may collect private information from You when You use the Website, namely, Your email address. We consider your email address to be Your “Private Information.” We will always protect Your Private Information that is disclosed to Us. You may need to submit Your Private Information so that You can use all of the features of the Website. You may choose to share Your Private Information with other Users of the Website but You agree to assume all risk when You disclose Your Private Information. We will not be liable for any disclosure You make to other Users. The TOU Agreement governs disclosures that You make to other Users.
- b) Cookies. The Website may use cookies, which are small data files containing a string of characters and which are stored on Your computer. We use cookies to improve Your experience with the Website. If You set your browser not to accept cookies, You may not be able to use or experience all of the features of the Website. Third Party Websites linked to the Website may also use cookies. We do not have any access to or control over any cookies created by Third Party Websites.
- c) Email Communications. You can email us with questions or comments. We may store these email communications. We will protect these emails and will not disclose them

unless You tell Us that the email was intended as a submission for the Website or if You agree to a disclosure.

- d) Data Collection. When You access the Website, the Website may record information related to You, including information sent by Your browser, IP address(es) of the computer(s) You use, and cookie information. We may use this information to improve Your experience with the Website or to identify violations of this Privacy Policy or the TOU Agreement.
  - e) Use of Information.
    - i) We only use Your Private Information for these purposes (or otherwise described in this Privacy Policy or in the TOU Agreement):
      - (1) to contact you regarding Our business endeavors, including marketing our goods and services;
      - (2) for research and analysis;
      - (3) for improvements to the Website;
      - (4) to ensure the proper functioning of the Website;
      - (5) to develop new services, products, or content for the Website; and
      - (6) to protect Your rights and the rights of other Users.
    - ii) We may need to disclose Your Private Information to third parties in order to carry out these purposes.
  - f) Disclosure.
    - i) Except as described in the TOU Agreement or this Privacy Policy, We will not disclose Your Private Information to any third party. We will only disclose Your Private Information to third parties if You agree to such disclosures in writing or by email.
    - ii) We may be required to disclose Your Private Information as follows: to law enforcement authorities if We receive a warrant, court order, or other legal process; if We know or have a reasonable belief that a violation of applicable law has occurred through use of the Website, or if We reasonably believe a disclosure is necessary to protect another User or Agent, or if We reasonably believe that a disclosure is necessary to protect Our business interests.
  - g) Contacting You for Marketing Purposes. We may contact You with email messages and We will stop sending these emails upon Your request.
  - h) Legal Minors. We do not market the Website or any services to legal minors. We do not allow minors to submit Private Information to Us. If We receive notice or have reason to believe that a person under the age of thirteen has submitted Private Information to Us, then We will delete the Account and delete the submitted Private Information.
  - i) Deletion of Your Private Information. Should you wish to terminate the TOU and Your use of the Website, We will immediately delete Your Private Information.
- 2) Information Sharing. Unless We have your express consent, or as stated in this Privacy Policy, We will not share Your Private Information with any third parties or other Users. You are expressly forbidden from sharing the Private Information of other Users, including third parties who are Users of the Website, unless You have express written consent from the User. Any sharing of other Users' information without their consent is a violation of this Privacy Policy and the TOU Agreement.
- 3) Third Party Websites. The Website may contain links to and embed information from Third Party Websites. We have no control over the privacy policies or terms of use of the Third

Parties who operate these Third Party Websites. This Privacy Policy will not govern the disclosure of You may make to any Third Party who operates or controls a Third Party Website. You should review the applicable privacy policy of any Third Party Website before You submit information to it.

- 4) Information Security. Although We take appropriate security measures to protect Your Private Information, Our security efforts are dependent upon the security procedures of the Website's hosting provider(s). We cannot warrant or ensure that the hosting provider's security measures will protect information submitted to the Website.
- 5) Enforcement. We will enforce this Privacy Policy. If You violate any of its terms then We may prevent You from using the Website. If You believe that a person has violated this Privacy Policy then contact Us. If We believe that You or another person may have used the Website to obtain the Private Information of another User, or for illegal or unlawful purposes, then We reserve the right to submit any and all information hawse have concerning the incident to law enforcement entities.
- 6) Changes to this Privacy Policy. This Privacy Policy may change from time to time. The most current version of the Privacy Policy will always appear on the Website. You should periodically review the Privacy Policy to stay informed on how We use information submitted to Us.