

PLEASE READ THIS LEGAL DOCUMENT CAREFULLY.

DISCLAIMER

You should consult your physician or other health care professional before starting this or any other fitness program to determine if it is right for your needs. This is particularly true if you (or your family) have a history of high blood pressure or heart disease, or if you have ever experienced chest pain when exercising or have experienced chest pain in the past month when not engaged in physical activity, smoke, have high cholesterol, are obese, or have a bone or joint problem that could be made worse by a change in physical activity. Do not start this fitness program if your physician or health care provider advises against it. If you experience faintness, dizziness, pain or shortness of breath at any time while exercising you should stop immediately. Not all exercise programs are suitable for everyone. You should always consult your physician or health care specialist before performing any of the exercises in this program, especially if you have any chronic or recurring physical conditions, and/or if you are pregnant, nursing, or elderly. The instruction presented herein is in no way intended as a substitute for medical advice or counseling.

This site offers health, fitness and nutritional information and is designed for educational purposes only. You should not rely on this information as a substitute for, nor does it replace, professional medical advice, diagnosis, or treatment. If you have any concerns or questions about your health, you should always consult with a physician or other health-care professional. Do not disregard, avoid or delay obtaining medical or health related advice from your health-care professional because of something you may have read on this site. The use of any information provided including workouts on this site are solely at your own risk.

By using this Website, loamovement.com you agree to the Terms and Conditions of Use ("Terms & Conditions"). We reserve the right, in our sole discretion, to change, modify, add or remove portions of these Terms & Conditions at any time. You should check these Terms & Conditions periodically for changes. By using this Website after we post any changes to these Terms & Conditions, you agree to accept those changes, whether or not you have reviewed them. If you do not agree to these Terms & Conditions, you should not use this Website.

IF YOU DO NOT AGREE TO THE FOLLOWING TERMS AND CONDITIONS, PLEASE DO NOT USE THE SITE.

TERMS & CONDITIONS

By using this Website, you agree to be legally bound and to abide by these Terms & Conditions, just as if you had signed this agreement. If you do not comply with these Terms & Conditions at any time,

we reserve the right, if applicable, to terminate your password, user account, and/or access to this Website (or any part thereof). In our sole discretion and without prior notice or liability, we may discontinue, modify or alter any aspect of the Website, including, but not limited to, restricting or terminating any user's right to use the Website. You agree that any termination or cancellation of your access to, or use of, the Website may be effected without prior notice. If you do not abide by the provisions of these Terms & Conditions, you agree that we may immediately deactivate or delete your user account and all related information and files in your user account and/or bar any further access to such information and/or files, or our Website. Further, you agree that we shall not be liable to you or any third-party for any termination or cancellation of your access to, or use of our Website.

From time to time, we may supplement these Terms & Conditions with additional terms and conditions pertaining to specific content, activities or events ("Additional Terms"). Such Additional Terms may be placed on the Website to be viewed in connection with the specific content, activities, features or events and shall be identified as such. You understand and agree that such Additional Terms are hereby incorporated by reference into these Terms & Conditions.

Account Renewal and Cancellation

All paid accounts on loamovement.com automatically renew at the end of their terms. The subscription renewal date will always be the day immediately following the end date of your current subscription period. The card used for the subscription purchase will be charged at the end of the term outlined in your receipt, unless it is updated prior to the renewal date. If you wish to cancel your account, you can do so at any time. Once your account has been canceled, you will retain access to all paid features throughout the remainder of the term you purchased. If we are unable to process your renewal, your account may temporarily be suspended from access to paid features; your account will not be deleted, and no information will be lost or removed. Your account will remain suspended until a valid payment method is used. If you have any questions or concerns regarding your account, please contact us using the help button at the bottom of this site.

Loa Movement LLC (together with our affiliates, "Loa", "Loa Movement," "we", or "us") provides an online fitness community and related products, services, content and features through Loa Movement websites, and through mobile, desktop, or device applications (including iOS and Android applications ("Apps") and Loa-controlled social media pages (including on Facebook, Instagram, Spotify and Youtube). To make these Terms easier to read, the Loa Movement Sites and Apps, along with the Loa Movement studio interfaces and Loa-controlled social media pages are collectively called the "Loa Movement Service" or "the Services". By registering as a member or by visiting,

browsing, or using the Loa Movement Service in any way and have your usual residence in the US or Canada, you (as a “user”) accept and agree to be bound by these Terms of Service (“Terms”), which forms a binding agreement between you and Loa Movement.

PLEASE READ: THESE TERMS CONTAIN A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER (SECTION 20). READ CAREFULLY, INCLUDING YOUR RIGHT, IF APPLICABLE, TO OPT OUT OF ARBITRATION. EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN SECTION 20 BELOW, OR WHERE PROHIBITED BY LAW, BY ENTERING INTO THESE TERMS YOU EXPRESSLY AGREE THAT DISPUTES BETWEEN YOU AND LOA MOVEMENT WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU HEREBY WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

If you do not wish to be bound by these Terms, you may not access or use the Loa Movement Service. Certain elements of the Loa Movement Service may be subject to additional terms and conditions specified from time to time; your use of those elements of the Loa Movement Service is subject to those additional terms and conditions, which are incorporated into these Terms by this reference.

1. Who May Use the Loa Movement Service

Age Requirement. You must be at least 18 years old, or the age of legal majority in your jurisdiction of residence, to purchase a Loa Movement membership subscription.

We may, in our sole discretion, refuse to offer the Loa Movement Service to any person or entity and change the eligibility criteria at any time. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules and regulations applicable to you, and the right to access and use the Loa Movement Service is revoked where these Terms or use of the Loa Movement Service is prohibited or conflicts with any applicable law, rule or regulation. Further, the Loa Movement Service is offered only for your personal, non-commercial use, and not for the use or benefit of any third party.

By joining this membership, you agree that Loa Movement is NOT intended to treat pain or be a replacement for physical therapy. You agree that you have written consent from your doctor to participate in any Loa Movement classes. You acknowledge that injury can happen with any fitness program, and that you are solely responsible for any injury that may happen during any Loa Movement class, program, recommendation, or any other content from Loa Movement.

2. License to Use the Loa Movement Service License.

Subject to your compliance with these Terms and solely for so long as you are permitted by us to access and use the Loa Movement Service, Loa Movement grants you a limited, non-transferable, non-exclusive, revocable right and license to access and use the Loa Movement Service for your

own personal, non-commercial purposes, a right which may not be assigned or sublicensed to anyone. This license includes the right to view Content (defined below) available on the Loa Movement Service and the right to download one copy of the application to any single device for your personal, non-commercial home use only, provided you keep intact all copyright and other proprietary notices. This license will remain in effect unless and until you violate these Terms or this license is terminated by you or Loa Movement.

Restrictions. Except as expressly permitted in writing by an authorized representative of Loa Movement, you will not reproduce, redistribute, sell, transfer, create derivative works from, decompile, reverse engineer, or disassemble the Loa Movement Service, nor will you take any measures to interfere with or damage the Loa Movement Service. Unless otherwise specified, copying or modifying any Content or using Content for any purpose other than your personal, non-commercial use of the Loa Movement Service, including use of any such Content on any other website or networked computer environment, is strictly prohibited. All rights not expressly granted by Loa Movement in these Terms are reserved.

3. Privacy

Please review the Privacy Policy to learn about:

- What information we may collect about you;
- What we use that information for; and
- With whom we share that information.

4. Membership Requirements Registration

To enjoy full access to the Loa Movement Service, you must register as a member of the Loa Movement Service and enter into a subscription agreement for access to our live and on-demand classes, Content and features (a "Subscription"). You must provide complete and accurate registration information to Loa Movement, complete the Subscription process, and notify us if any of your information changes. If you fail to keep your account information up to date, we may have to suspend or terminate your Subscription.

Profile Information and Picture. You may not use someone else's name, or any name, location, other public profile information or image that violates any third party rights, is against the law, or that is offensive, obscene or otherwise objectionable (in Loa Movement' sole discretion).

Account Security. You are responsible for all activity that occurs under your account, including any activity by unauthorized users. You may not allow others to use your account. You must safeguard the confidentiality of your password, and if you are using a device that others have access to, log out of your account after using the Loa Movement Service. If you become aware of an unauthorized access to your account, change your password and notify our Support team immediately.

5. Membership Structure and Fees

Loa Movement will provide information on its then-current subscription membership requirements on the Loa Movement Site and/or by other means through the Loa Movement Service. Features and prices are subject to change.

6. Sale of Products

Loa Movement accepts orders for the Loa Movement merchandise, apparel or accessories that we may offer through the Loa Movement Site. Unfortunately, availability of products cannot be guaranteed. Please note that product, service and other information provided is subject to corrections and changes without notice. Advertising depictions, graphics and diagrams are for illustrative purposes only and may not accurately reflect actual product or component availability. Colors, styles and other variants depicted are for illustration only and are subject to change. Errors will be corrected where discovered, and we reserve the right to revoke any stated offer and to correct any errors, inaccuracies or omissions.

Unless otherwise specified at the time of purchase, you must pay for products when you place the order. All products ordered will be delivered to the shipping address you provide. We reserve the right to cancel an order placed by you at any time and for any lawful reason prior to our delivery of the product(s) and receipt of payment in full from you, provided that we will refund any fees that you prepaid for those products if we cancel. We may send an acknowledgment of receipt of your order to the email address you provide and/or proof of purchase information through the Loa Movement Site or to your email address after your payment has been processed.

7. Termination; Account Deletion

Term. These Terms begin on the date you first use the Loa Movement Service and continue as long as you have an account with us and/or continue to use the Loa Movement Service.

Termination. Loa Movement may, in Loa Movement' sole discretion, suspend, disable, or delete your account (or any part thereof) or block or remove any User Content (defined below) that you submitted, for any lawful reason, including if Loa Movement determines that you have violated these Terms or that your conduct or User Content would tend to damage Loa Movement' reputation or goodwill. If Loa Movement deletes your account, you may not re-register for or use the Loa Movement Service under any other user name or profile. Loa Movement may block your access to the Loa Movement Service to prevent re-registration.

Effect of Termination / Account Deletion. Upon termination of these Terms all licenses granted by Loa Movement will terminate. The following sections survive termination: Privacy (Section 3), User Content (Section 8), Indemnification (Section 12), No Warranties (Section 15), Limitation of Liability (Section 16), Safety Warnings (Section 17), Intellectual Property (Section 18), Arbitration Requirement & Class Action Waiver (Section 20), Contracting Entities, Governing Law and Jurisdiction (Section 21), and all general provisions. In the event of account deletion for any reason, User Content may no longer be available and Loa Movement is not responsible for the deletion or loss of such User Content. For clarity, if you cancel your Subscription or it is terminated for any

reason, you will lose access to all live and on-demand classes and any other Content or features provided through the Loa Movement Service. Loa Movement, in its sole discretion, may make available a very limited amount of Content or features to non-subscribers from time to time, and any use of that Content is governed by these Terms.

8. User Content

“Content” means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Loa Movement Service; and (ii) “User Content” means any content that users (including you) provide to be made available through the Loa Movement Service. Content includes, without limitation, User Content.

Any User Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. You represent that all User Content submitted by or on behalf of you is accurate, complete, up-to-date, and in compliance with these Terms and with all applicable laws, rules and regulations. You acknowledge that all Content, including User Content, accessed by you using the Loa Movement Service is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. To the full extent permitted by law, we make no representations, warranties or guarantees with respect to any Content that you access on or through the Loa Movement Service.

As between you and Loa Movement, you represent that you own (or have all rights necessary to grant Loa Movement the rights below to) all User Content that you submit to the Loa Movement Service, and that Loa Movement will not need to obtain licenses from any third party or pay royalties to any third party in order to use such User Content. You grant Loa Movement a worldwide, perpetual, irrevocable, non-exclusive, sublicensable (through multiple tiers), transferable royalty-free license and right to use, copy, transmit, distribute, publicly perform and display (through all media now known or later created), edit, modify, and make derivative works from your User Content (including, without limitation, translations) for any purpose whatsoever, commercial or otherwise, without compensation to you. In addition, you waive any so-called “moral rights” or rights of privacy or publicity in your User Content. You further grant all users of the Loa Movement Service permission to view your User Content for their personal, non-commercial purposes. If you make suggestions to Loa Movement or through the Loa Movement Service about improving or adding new features or products to the Loa Movement Service or you otherwise provide feedback, product or service reviews or testimonials, you hereby grant to Loa Movement a worldwide, perpetual, irrevocable, non-exclusive, sublicensable (through multiple tiers), transferable royalty-free license and right to use, copy, modify, create derivative works based upon and otherwise exploit your suggestions, feedback, reviews and testimonials for any purpose (including for marketing), without any notice, compensation or other obligation to you.

You can remove your User Content by specifically deleting it. However, in certain instances, some of your User Content (such as posts or comments you make) may not be completely removed and copies of your User Content may continue to exist on the Loa Movement Service. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

9. Rights and Terms for Apps

Rights in App Granted. Subject to your compliance with these Terms, Loa Movement grants to you a limited non-exclusive, non-transferable, revocable license, with no right to sublicense, to download and install a copy of the App on a mobile device or computer that you own or control and to run such copy of the App solely for your own personal non-commercial purposes. You may not copy the App, except for making a reasonable number of copies for backup or archival purposes. Except as expressly permitted in these Terms, you may not:

- i. copy, modify or create derivative works based on the App;
- ii. distribute, transfer, sublicense, lease, lend or rent the App to any third party;
- iii. reverse engineer, decompile or disassemble the App; or
- iv. make the functionality of the App available to multiple users through any means.

Loa Movement reserves all rights in and to the App not expressly granted to you under these Terms.

Accessing App from an App Store. The following terms apply to any App accessed through or downloaded from any app store or distribution platform (like the Apple App Store or Google Play) where the App may now or in the future be made available (each an “App Provider”). You acknowledge and agree that:

- These Terms are between you and Loa Movement, and not with the App Provider, and Loa Movement(not the App Provider), is solely responsible for the App.
- The App Provider has no obligation to furnish any maintenance and support services with respect to the App.
- In the event of any failure of the App to conform to any applicable warranty, you may notify the App Provider, and the App Provider will refund the purchase price for the App to you (if applicable) and, to the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation whatsoever with respect to the App. Any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Loa Movement.
- The App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to:
 - i. product liability claims;
 - ii. any claim that the App fails to conform to any applicable legal or regulatory requirement; and
 - iii. claims arising under consumer protection or similar legislation.

· In the event of any third party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, Loa Movement will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.

· The App Provider and its affiliates are third-party beneficiaries of these Terms as related to your license to the App, and that, upon your acceptance of the Terms, the App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App against you as a third-party beneficiary thereof.

· You represent and warrant that

i. you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country;

ii. you are not listed on any U.S. Government list of prohibited or restricted parties;

iii. you are not an individual, or associated with an entity, designated under the UK's Terrorist Asset-Freezing etc. Act 2010 (TAFSA 2010); and

iv. you are not otherwise subject to or affected in any way by any national security or terrorism related rules whether applicable to you personally or to your location or other circumstances.

· You must also comply with all applicable third party terms of service when using the App.

10. General Prohibitions and Loa Movement Enforcement Rights

You agree not to do any of the following:

1. Post, upload, publish, submit or transmit any User Content or engage in any activity that:

i. infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;

ii. violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;

iii. is fraudulent, false, misleading or deceptive;

iv. is defamatory, obscene, pornographic, vulgar or offensive;

v. promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;

vi. is violent or threatening or promotes violence or actions that are threatening to any person, animal, or entity;

vii. exploits minors or

viii. promotes illegal or harmful activities or substances;

2. Download and/or install any third party software and/or application on any Loa Movement hardware (excluding assistive technologies that are necessary for your own use of the Loa Movement Service, such as screen-readers) that is not expressly permitted by Loa Movement in writing;

3. Use, display, mirror or frame the Loa Movement Service or any individual element within the Loa Movement Service, Loa Movement' name, any Loa Movement trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Loa Movement' express written consent;
4. Access, tamper with, or use non-public areas of the Loa Movement Service, Loa Movement' computer systems, or the technical delivery systems of Loa Movement' providers;
5. Attempt to probe, scan or test the vulnerability of any Loa Movement system or network or breach any security or authentication measures;
6. Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Loa Movement or any of Loa Movement' providers or any other third party (including another user) to protect the Loa Movement Service or Content;
7. Bypass any territorial restrictions, including IP address-based restrictions, that may be applied to the Loa Movement Service;
8. Attempt to access, scrape or search the Loa Movement Service or Content or download Content from the Loa Movement Service, including through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools, plugins, add-ons or the like), other than the software and/or search agents provided by Loa Movement or other generally available third-party web browsers;
9. Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
10. Use any meta tags or other hidden text or metadata utilizing a Loa Movement trademark, logo URL or product name without Loa Movement' express written consent;
11. Use the Loa Movement Service or Content, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms or permitted expressly in writing by Loa Movement;
12. Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Loa Movement Service or Content to send altered, deceptive or false source-identifying information;
13. Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Loa Movement Service or Content;
14. Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Loa Movement Service;
15. Collect or store any personally identifiable information from the Loa Movement Service from other users of the Loa Movement Service without their express permission;

16. Copy, use, index, disclose or distribute any information or data obtained from the Loa Movement Service, whether directly or through third parties (such as search engines), without Loa Movement' express written consent;
17. Alter, replicate, store, distribute or create derivatives from the Content available via the Loa Movement Service except as expressly permitted in writing by Loa Movement';
18. Impersonate or misrepresent your affiliation with any person or entity;
19. Access, use or exploit the Loa Movement Service in any manner (other than as expressly permitted by these Terms), including to build, develop (or commission the development of), replicate, or consult upon any product or service that may compete (directly or indirectly) with Loa Movement or the Loa Movement Service;
20. Violate any applicable law or regulation; or
21. Encourage or enable any other individual to do any of the foregoing.

Although we're not obligated to monitor access to or use of the Loa Movement Service or Content or to review or edit any User Content, we have the right to do so for the purpose of operating the Loa Movement Service, to ensure compliance with these Terms, to comply with applicable law or other legal requirements and to maintain the integrity and reputation of the Loa Movement Service and Loa Movement' systems. We reserve the right, but are not obligated, to remove or disable access to any User Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any User Content to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Loa Movement Service. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

11. Member Interactions, Dealings with Third Parties

When interacting with other Loa Movement members, you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other people you don't know. Your participation, correspondence or personal or business dealings with any third party found on or through the Loa Movement Service, whether regarding payment or delivery of specific goods and services, donations or fundraisers, and any other terms, conditions, representations or warranties associated with such dealings, are solely between you and such third party. You agree that Loa Movement is not responsible or liable for any loss, damage, injury, or other matters of any sort incurred as the result of such dealings. In addition, when visiting or taking classes at any of our studios, please be advised that Loa Movement is not responsible for any lost or stolen items and that visitors, guests and members are required to adhere to then-current policies in place at that studio and the directions of that studio's employees and representatives.

12. Indemnification

You agree to indemnify, defend, and hold harmless Loa Movement and its directors, officers, employees, and agents, from and against all claims, damages, losses and costs that arise from or relate to

- i. your activities on the Loa Movement Service,
- ii. any User Content submitted by or on behalf of you or
- iii. your violation of these Terms.

13. Third Party Software and Applications

Downloading and/or installing any third party software and/or applications that are not expressly authorized by Loa Movement on any Loa Movement hardware constitutes a breach of these Terms; any such downloading or installation is done at your own risk and may void any applicable warranty or support commitments by Loa Movement.

14. Third Party Links and Content

There may be links on the Loa Movement Service that let you leave the particular Loa Movement Service you are accessing in order to access a linked site that is operated by a third party. Loa Movement neither controls nor endorses these sites, nor has Loa Movement reviewed or approved the content that appears on them. Loa Movement is not responsible for the legality, accuracy or inappropriate nature of any content, advertising, products or other materials on or available from any such third party sites. You acknowledge and agree that Loa Movement is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the access or use of any of the links, content, goods or services available on or through these third party sites.

15. No Warranties

Loa Movement reserves the right to modify the Loa Movement Service, including, but not limited to updating, adding to, enhancing, modifying, removing or altering any Content or features of the Loa Movement Service, at any time, in its sole discretion. You are responsible for providing your own access (e.g., computer, mobile device, Internet connection, etc.) to the Loa Movement Service. Loa Movement has no obligation to screen or monitor any Content and does not guarantee that any Content available on the Loa Movement Service is suitable for all users or that it will continue to be available for any length of time.

Loa Movement provides the Loa Movement Service on an “AS IS” and “AS AVAILABLE” basis. You therefore use the Loa Movement Service at your own risk. Other than as expressly provided in writing by Loa Movement in connection with your purchase of a Loa Movement product, to the extent permitted by law, Loa Movement expressly disclaims any and all warranties of any kind, whether express or implied, including, but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, quiet enjoyment and any other warranty that might arise under any law. Without limiting the foregoing, Loa Movement makes no representations or warranties:

- That the Loa Movement Service is or will be permitted in your jurisdiction;

- That the Loa Movement Service will be uninterrupted or error-free;
- Concerning any Content, including User Content;
- Concerning any third party's use of User Content that you submit;
- That the Loa Movement Service will meet your personal or professional needs;
- That Loa Movement will continue to support any particular feature of the Loa Movement Service; or
- Concerning sites and resources outside of the Loa Movement Service, even if linked to from the Loa Movement Service.

To the extent that another party may have access to or view Content on your device, you are solely responsible for informing such party of all disclaimers and warnings in these Terms. TO THE EXTENT ANY DISCLAIMER OR LIMITATION OF LIABILITY DOES NOT APPLY, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL APPLICABLE EXPRESS, IMPLIED, AND STATUTORY WARRANTIES WILL BE LIMITED IN DURATION TO A PERIOD OF 30 DAYS AFTER THE DATE ON WHICH YOU FIRST USED THE LOA MOVEMENT SERVICE, AND NO WARRANTIES SHALL APPLY AFTER SUCH PERIOD.

16. Limitation of Liability

To the fullest extent permitted by law:

- i. Loa Movement shall not be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to damages for loss of profits, economic or pure economic losses, goodwill, use, data, service interruption, computer damage, system failure, inability to use the Loa Movement Service or Content or other intangible losses, even if a limited remedy set forth herein is found to have failed its essential purpose; and
- ii. Loa Movement' total liability to you for all claims, in the aggregate, will not exceed the amount actually paid by you to Loa Movement over the 12 months preceding the date your first claim(s) arose.

If you live in a jurisdiction that does not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation does not apply to you. To the extent that one or any aspect of Loa Movement' limitations set out above does not apply, all remaining aspects survive. The exclusions and limitations of damages set forth above are fundamental elements of the basis of the bargain between Loa Movement and you.

17. Safety Warnings

THE LOA MOVEMENT SERVICE OFFERS HEALTH AND FITNESS INFORMATION AND IS DESIGNED FOR EDUCATIONAL AND ENTERTAINMENT PURPOSES ONLY. YOU SHOULD CONSULT YOUR PHYSICIAN OR GENERAL PRACTITIONER BEFORE BEGINNING A NEW FITNESS PROGRAM. YOU SHOULD NOT RELY ON THIS INFORMATION AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. IF YOU HAVE ANY CONCERNS OR QUESTIONS ABOUT YOUR HEALTH, YOU SHOULD ALWAYS CONSULT WITH A PHYSICIAN, GENERAL PRACTITIONER OR OTHER

HEALTH-CARE PROFESSIONAL. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL OR HEALTH RELATED ADVICE FROM YOUR HEALTHCARE PROFESSIONAL BECAUSE OF SOMETHING YOU MAY HAVE READ ON THE LOA MOVEMENT SITE OR HEARD ON THE LOA MOVEMENT SERVICE. THE USE OF INFORMATION PROVIDED THROUGH THE LOA MOVEMENT SERVICE IS SOLELY AT YOUR OWN RISK AND IS NOT MEDICAL OR HEALTHCARE ADVICE.

NOTHING STATED OR POSTED ON THE LOA MOVEMENTSITE OR AVAILABLE THROUGH ANY LOA MOVEMENT SERVICE IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICAL OR COUNSELING CARE. FOR PURPOSES OF THESE TERMS, THE PRACTICE OF MEDICINE AND COUNSELING INCLUDES, WITHOUT LIMITATION, PSYCHIATRY, PSYCHOLOGY, PSYCHOTHERAPY, OR PROVIDING HEALTH CARE TREATMENT, INSTRUCTIONS, DIAGNOSIS, PROGNOSIS OR ADVICE. THE LOA MOVEMENT SERVICE IS CONTINUALLY UNDER DEVELOPMENT AND, TO THE FULL EXTENT PERMITTED BY LAW, LOA MOVEMENTMAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY, COMPLETENESS OR APPROPRIATENESS FOR ANY PURPOSE. IN THAT REGARD, DEVELOPMENTS IN MEDICAL RESEARCH MAY IMPACT THE HEALTH, FITNESS AND NUTRITIONAL ADVICE THAT APPEARS HERE. NO ASSURANCE CAN BE GIVEN THAT THE ADVICE CONTAINED IN THE LOA MOVEMENT SERVICE WILL ALWAYS INCLUDE THE MOST RECENT FINDINGS OR DEVELOPMENTS WITH RESPECT TO THE PARTICULAR MATERIAL.

In becoming a user of Loa Movement with the intent of using the Loa Movement Service, you affirm that either (A) all of the following statements are true:

- i. no physician or general practitioner has ever informed you that you have a heart condition or that you should only do physical activities recommended by a physician or general practitioner;
- 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 or general practitioner 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 or general practitioner has been specifically consulted by you and approved of your use of the Loa Movement Service.

If applicable, you further affirm that

- a. you are not pregnant, breastfeeding or lactating; unless
- b. your physician or general practitioner has been specifically consulted and approved your use of the Loa Movement Service.

Loa Movement reserves the right to refuse or cancel your membership if we determine that you have certain medical conditions or that the representations set forth above are untrue in any respect.

18. Intellectual Property Acknowledgment

You acknowledge and agree that your use of the Loa Movement Services and any Content contained therein is dependent upon you agreeing to and abiding by the Loa Movement Intellectual Property and DMCA Policy at all times. You further acknowledge that the Loa Movement Service contains software and other content that is protected by copyrights, patents, trademarks, trade secrets or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All Loa Movement-generated content, and content provided to Loa Movement by its partners and licensors, is copyrighted individually and/or as a collective work under the U.S. copyright laws and all applicable international copyright (or equivalent) laws in all jurisdictions and protected under other intellectual property laws worldwide; further, as between you and Loa Movement, Loa Movement intellectual property rights in the selection, coordination, arrangement and enhancement of all content in the Loa Movement Service.

19. Intellectual Property Usage and Reporting Infringement

Loa Movement respects the intellectual property of others, and we ask our users to do the same. Each user is responsible for ensuring that their User Content does not infringe any third party's right or other intellectual property rights. If you believe that the Loa Movement Service or any Content contains elements that infringe or misappropriate your copyrights or other intellectual property rights (or the intellectual property rights of others), please go to the Loa Movement Intellectual Property and DMCA Policy for directions on how to report it to us.

20. ARBITRATION REQUIREMENT & CLASS ACTION WAIVER – IMPORTANT – PLEASE REVIEW AS THIS MAY AFFECT YOUR LEGAL RIGHTS. APPLICABLE TO THE FULL EXTENT PERMITTED BY LAW.

1. Mandatory Arbitration of Disputes. We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services or Content (collectively, "Disputes") will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and Loa Movement agree that the U.S. Federal Arbitration Act (or equivalent laws in the jurisdiction in which the Loa Movement entity that you have contracted with is incorporated) governs the interpretation and enforcement of these Terms and that you and Loa Movement are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

2. Exceptions and Opt-out. As limited exceptions to Section 20(1) above:

- i. you may seek to resolve a Dispute in small claims court if it qualifies; and
- ii. we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our respective intellectual property rights.

In addition, you will retain the right to opt out of arbitration entirely and litigate any Dispute if you provide us with written notice of your desire to do so by regular mail sent to the attention of Loa Movement' Legal Department at the Loa Movement address set out in Section 24 below within 30 days following the date you first agree to these Terms.

3. Initial Dispute Resolution and Notification. You agree that before initiating any Dispute or arbitration proceeding, we will attempt to negotiate an informal resolution of any dispute. To begin this process, before initiating any arbitration proceeding, you must send a Notice of Dispute ("Notice") by certified mail to the attention of Loa Movement' Legal Department at the Loa Movement address set out in Section 24 below. In the Notice, you must describe the nature and basis of the Dispute and the relief you are seeking. If we are unable to resolve the Dispute within 45 days after Loa Movement' receipt of the Notice, then you or Loa Movement may initiate arbitration proceedings as set out below.

4. Conducting Arbitration and Arbitration Rules. Any arbitration will be conducted by JAMS pursuant to its Streamlined Arbitration Rules and Procedures (the "JAMS Rules") then in effect, except as modified by these Terms. The JAMS Rules are available at www.jamsadr.com or by calling 1-800-352-5267. A party who wishes to start arbitration must submit a written Demand for Arbitration to JAMS and give notice to the other party as specified in the JAMS Rules. JAMS provides a form Demand for Arbitration at www.jamsadr.com. JAMS will appoint an arbitrator that is either

1. a retired federal or state court judge, or
2. an attorney who has been licensed to practice law in the state of New York for at least 10 years.

The arbitration will be conducted by an in-person hearing, unless we both agree otherwise.

If JAMS fails or declines to conduct the arbitration for any reason, we will mutually select a different arbitration administrator. If we cannot agree, a court will appoint a different arbitration administrator. Any arbitration hearings will take place in the county (or other municipality) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement. During the arbitration, both you and Loa Movement may take one deposition of the opposing party, limited to 4 hours. If we cannot agree on a time and location for a deposition, the arbitrator will resolve any scheduling disputes.

5. Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules. If you assert a claim against Loa Movement, you will be responsible for paying a \$250 consumer filing fee. Loa Movement will pay for all other filing, administration and arbitrator fees and expenses. If your Dispute is for less than U.S. \$10,000 (including attorneys' fees and costs) and the

arbitrator, upon final disposition of the case, finds your Dispute was not frivolous, Loa Movement will reimburse your initial filing fee. If we prevail in arbitration, we will pay all of our attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

6. Class Action Waiver. YOU AND LOA MOVEMENT AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Further, if the parties' dispute is resolved through arbitration, neither JAMS nor the arbitrator may consolidate another person's claims with your claims or otherwise preside over any form of a representative or class proceeding for any purpose. If this specific provision is found to be unenforceable, then the entirety of this Section 20 shall be null and void.

7. Effect of Changes on Arbitration. Notwithstanding the provisions of Section 25 "Modification", if Loa Movement changes any of the terms of this Section 20 after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or the date of Loa Movement' email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Loa Movement in accordance with the terms of this Section 20 as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

8. Severability. With the exception of any of the provisions in Section 20(6) above, if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

21. Contracting Entities, Governing Law and Jurisdiction

Subject to the agreements in Section 20 above,

- i. if your contract for the Loa Movement Service is with Loa Movement, exclusive jurisdiction for all Disputes that are not required to be arbitrated will be the state and federal courts located in New York, New York, United States of America, and you consent to the jurisdiction of those courts, and
- ii. if your contract for the Loa Movement Service is with another Loa Movement entity, exclusive jurisdiction for all Disputes that are not required to be arbitrated will be the courts located in the jurisdiction under which that Loa Movement entity is incorporated, and you consent to the jurisdiction of those courts.

22. Interpretation; Severability; Waiver; Remedies

Headings are for convenience only and shall not be used to construe these Terms. If any term of these Terms is found invalid or unenforceable by any court of competent jurisdiction, that term will be severed from these Terms. No failure or delay by Loa Movement in exercising any right hereunder will waive any further exercise of that right. The waiver of any such right or provision will be effective

only if in writing and signed by a duly authorized representative of Loa Movement. Loa Movement' rights and remedies hereunder are cumulative and not exclusive.

23. Successors; Assignment; No Third Party Beneficiaries

These Terms are binding upon and will insure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives, and permitted assigns. You may not assign or transfer these Terms without Loa Movement's prior written consent. Loa Movement may assign its rights, obligations and/or these Terms at any time in its sole discretion without notice to you.

24. Notices

You consent to receive all communications including notices, agreements, disclosures, or other information from Loa Movement electronically. Loa Movement may communicate by email or by posting to the Loa Movement Service. For support-related inquiries, you may email Support. Nothing in these Terms or otherwise limits Loa Movement's right to object to subpoenas, claims, or other demands.

25. Modification

We may update these Terms at any time, in our sole discretion. If we do so, we'll let you know by, at a minimum, posting the updated Terms (as indicated by a revised "Last Updated" date at the top of this page) on the Loa Movement Site and/or through the Loa Movement Service. Modifications will be effective on the date that they are posted to the Loa Movement Site. It's important that you review the Terms whenever we update them before you use the Loa Movement Service. If you continue to use the Loa Movement Service after we have posted updated Terms, you are agreeing to be bound by the updated Terms. If you don't agree to be bound by the updated Terms, then, except as otherwise provided in Section 20(7) "Effect of Changes on Arbitration," you may not use the Loa Movement Service anymore. Because the Loa Movement Service is evolving over time we may change or discontinue all or any part of the Loa Movement Service, at any time and without notice, at our sole discretion.

26. Entire Agreement

In the event of a conflict between any policies posted on the Loa Movement Service and these Terms, these Terms will control. These Terms represent the entire understanding between Loa Movement and you regarding the Loa Movement Service or Content and supersede all prior agreements and understandings regarding the same. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

27. Force Majeure

Neither Party shall be liable for any failure or delay in performance under these terms (other than for delay in the payment of money due and payable in accordance with these terms) for causes beyond

the party's reasonable control and not caused by that party's fault, or negligence, including, but not limited to, "acts of God", acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems, computer attacks or malicious acts, such as attacks on or through the internet, any internet service provider, telecommunications or hosting facility, but in each case, only if and to the extent that the non-performing Party is without fault in causing such failure or delay, and the failure or delay could not have been prevented by reasonable precautions and measures and cannot reasonably be circumvented by the non-conforming Party through the use of alternate sources, workaround plans, disaster recovery, business continuity measures or other means. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

28. One-on-one sessions

IN CONSIDERATION OF the risk of injury that exists while participating in PRIVATE FITNESS TRAINING (hereinafter the "Activity"); and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge LOA MOVEMENT LLC, located at 3526 Randolph Rd, Durham, North Carolina 27705, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize Loa Movement LLC to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the Loa Movement LLC official or agent, regarding my approval to participate in the Activity.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE LOA MOVEMENT LLC AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST LOA MOVEMENT LLC FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Loa Movement LLC, its agents, and employees.

I agree that this Release shall be governed for all purposes by California law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.