

Terms of Service

Last Updated: March 2022

Acceptance of Terms of Service

SUPER BODY (“SUPER BODY”, “we”, or “us”) provides a personalized online fitness coaching and workout program, fitness community, and related services, content, features and products through the SUPER BODY website located at <https://www.super-body.org> (the “SUPER BODY Site” or the “Site”) and through mobile and desktop or device applications and SUPER BODY-controlled social media pages (including on Facebook, Instagram, TikTok (collectively, the “SUPER BODY Service” or the “Service”). By registering as a member or by visiting, browsing, or using the SUPER BODY Service in any way, you (as a “user”) accept these Terms of Service (“Agreement”), which forms a binding agreement between you and SUPER BODY.

PLEASE NOTE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER (SEE BELOW). READ CAREFULLY, INCLUDING YOUR RIGHT, IF APPLICABLE, TO OPT OUT OF ARBITRATION. EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED BELOW, BY ENTERING INTO THIS AGREEMENT YOU EXPRESSLY AGREE THAT DISPUTES BETWEEN YOU AND SUPER BODY 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 this Agreement, do not access or use the SUPER BODY Service. Certain elements of the SUPER BODY Service may be subject to additional terms and conditions specified from time to time; your use of those elements of the SUPER BODY Service is subject to those additional terms and conditions, incorporated into this Agreement by this reference.

This Site is offered and available to users who are 18 years of age or older, and reside in the United States or any of its territories or possessions. By using this Site, you represent and warrant that you are of legal age to form a binding contract with us and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site. We may, in our sole discretion, refuse to offer the SUPER BODY Service to any person or entity and change the eligibility criteria at any time. You are solely responsible for ensuring that this Agreement complies with all laws, rules, and regulations applicable to you, and the right to access and use the SUPER BODY Service is revoked where this Agreement or use of the SUPER BODY Service is prohibited or conflicts with any applicable law, rule or regulation. Further, the SUPER BODY Service is offered only for your personal use, not for any third party’s use or benefit.

The SUPER BODY Service

Subject to your compliance with this Agreement, SUPER BODY grants you a limited, non-transferable, non-exclusive, revocable license to access and use the SUPER BODY Service for your own personal, non-commercial purposes. This license includes the right to view content available on the SUPER BODY Service. This license is personal to you and may not be assigned or sublicensed to anyone else.

Except as expressly permitted in writing by an authorized representative of SUPER BODY, you will not reproduce, redistribute, sell, create derivative works from, decompile, reverse

engineer, or disassemble the SUPER BODY Service, nor will you take any measures to interfere with or damage the SUPER BODY Service. All rights not expressly granted by SUPER BODY in this Agreement are reserved.

Beta Services

From time to time, we may offer you the opportunity to install, use and test (“Beta Testing”) certain of the FUTURE Services prior to their commercial release (the “Beta Services”). Beta Services are intended for evaluation purposes and not for production use and are subject to following additional terms:

(i) we grant you a limited right to use the Beta Services for Beta Testing purposes during the applicable testing period;

(ii) you may provide suggestions, comments, or other feedback with respect to the Beta Services as reasonably requested, including ideas for modifications and enhancements (the “Beta Feedback”). You hereby assign to us all right, title and interest in and to the Beta Feedback. All Beta Services and your Beta Feedback are SUPER BODY's Confidential Information, and SUPER BODY may use your Beta Feedback in advertising and promotional materials with your prior consent (not to be unreasonably withheld);

(iv) we reserve the right to modify the Beta Services or terminate your participation in the Beta Testing for any reason, without liability to you. We will use commercially reasonable efforts to provide you with reasonable advance notice of such termination;

(v) the Beta Services are provided on an “as is” and “as available” basis without any warranties or conditions of any kind, whether express, implied, statutory or otherwise. Use of the Beta Services is at your sole risk. In no event will we be liable to you for any damage whatsoever arising out of the use of or inability to use the Beta Services;

Membership and Subscriptions

To enjoy full access to the SUPER BODY Service, you must register as a member of the SUPER BODY Service and enter into a subscription agreement for access to our live and on-demand workouts, content and features (a “Subscription”). You must provide complete and accurate registration information to SUPER BODY, complete the Subscription process, and notify us if any of your information changes.

You may not use someone else's name, or any name, location or other public profile information that violates any third party rights or that is offensive, obscene or otherwise objectionable (in SUPER BODY's sole discretion). Similarly, you may not use any image that violates any third party rights or that is offensive, obscene or otherwise objectionable (in SUPER BODY's sole discretion).

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 SUPER BODY Service. If you become aware of an unauthorized access to your account, change your password and notify us immediately at SUPPORT@SUPER-BODY.ORG.

By purchasing a Subscription you will get full access to all of SUPER-BODY's available classes, content, and features on the SUPER BODY Service for as long as that Subscription remains

active. Features and prices are subject to change.

The account holder of the Subscription will be the person who activated the Subscription (the “Subscription Holder”)

Account Registration

You can register by creating an account on the SUPER BODY Site, as further described in our Terms of Service. All information that you provide must be accurate, including your name, address, credit, debit or charge card numbers and expiration dates, and any other payment information. You are responsible for keeping such information up-to-date and must provide changes promptly to SUPPORT@SUPER-BODY.ORG. SUPER BODY's use of your information is governed by our Privacy Policy. YOU MUST PROMPTLY NOTIFY US OR OUR PAYMENT PROCESSOR IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USERNAME OR PASSWORD.

When you first sign up for a Subscription you may be required to agree to a specific price and plan, which may include a commitment period term of one or more years (“Commitment Period”). We encourage you to maintain your Subscription for the applicable Commitment Period. The price available with your plan is valid until the Commitment Period expires, at which time your Subscription will automatically continue on a month-to-month basis at the then-existing non-promotional price for your Subscription level.

SUPER BODY may offer additional promotions or discounts related to Subscriptions from time to time. Please read the details of those offers carefully, as any additional terms presented to you during the sign-up process will form part of these Purchase and Subscription Terms. Unless specified in writing, all discount offers that require a payment are non-refundable, and all free months offered are in addition to the Commitment Period. Any free trial or other promotion must be used within the specified time frame of the trial or promotion. You may be required to have a valid payment method on file to initiate a free trial; if you do not cancel before your free trial period ends, your account will be converted to a paid Subscription and will be charged by these Purchase and Subscription Terms.

Membership Structure and Fees

Your SUPER BODY Subscription recurs every month at the then-current rate until canceled by the terms below. Billing occurs at the beginning of the Subscription cycle and provides unlimited access for one month thereafter. If the amount to be charged varies from the amount you preauthorized (other than due to the imposition or change in sales tax), we will provide notice of the amount to be charged and the date of the charge before the scheduled date of the transaction. To change or terminate your Subscription, contact Member Support at SUPPORT@SUPER-BODY.ORG If you terminate your Subscription, you may use your Subscription until the end of the then-current term and your Subscription will not be renewed after the then-current term expires. For more information on cancelling your Subscription, please read the following section.

Suspension/Termination by SUPER BODY.

SUPER BODY may immediately terminate or suspend your account, and all or a portion of your Subscription, without notice if: (a) your payment is more than 15 days overdue; (b) you provide false or inaccurate information; (c) you violate these Purchase and Subscription

Terms, the Terms of Service or any other SUPER BODY rules or agreements then in effect; (d) you engage in conduct that is a violation of any applicable law or tariff (including, without limitation, copyright and intellectual property laws); or (e) if you engage in conduct that is threatening, abusive or harassing to SUPER BODY employees, agents, or other SUPER BODY users, including, for example, making threats to physically harm or damage property.

If we terminate or suspend your Subscription, your license to use any software or content provided in connection with the Subscription is also terminated or suspended (as applicable). If your Subscription is terminated, SUPER BODY has the right to immediately delete all data, files, and other information stored in or for your account without further notice to you. You must pay all charges through the date of termination. Should you wish to resume your Subscription after any suspension, a restoration of service fee may apply. This fee is in addition to all past due unpaid charges and other fees.

Third-Party Payment Processor

You agree to pay us, through our payment processor or financing partner (as applicable), all charges at the prices then in effect for any purchase in accordance with the applicable payment terms presented to you at the time of purchase. You agree to make payment using the payment method you provide when you set up your account. We reserve the right to correct, or to instruct our payment processor or financing partner to correct, any errors or mistakes, even if payment has already been requested or received.

Bill Inquiries and Refunds

If you believe you have been billed in error for a Subscription, please notify us within 60 days of the billing date by emailing support@super-body.org. SUPER BODY will not issue refunds or credits after the expiration of this 60-day period, except where required by applicable law.

Sale of Products

SUPER BODY accepts orders for the Apple® watch and any other equipment, apparel or accessories that we may offer through the SUPER BODY Site. Unfortunately, availability of products cannot be guaranteed. 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 U.S. 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. We may send an acknowledgment of receipt of your order to the email address you provide and/or proof of purchase information through the SUPER BODY Site or to your email address after your payment has been processed.

Term and Termination; Account Deletion

This Agreement begins on the date you first use the SUPER BODY Service and continues as long as you have an account with us and/or continue to use the SUPER BODY Service.

SUPER BODY may, in SUPER BODY's sole discretion, suspend, disable, or delete your account (or any part thereof) or block or remove any User Content (defined below) that you submitted if SUPER BODY determines that you have violated this Agreement or that your conduct or content would tend to damage SUPER BODY's reputation and goodwill. If SUPER BODY deletes your account for these reasons, you may not re-register for or use the SUPER BODY

Service under any other user name or profile. SUPER BODY may block your access to the SUPER BODY Service to prevent re-registration.

Upon termination of this Agreement all licenses granted by SUPER BODY will terminate. The following sections survive termination: Submissions, Indemnification, Limitation of Liability, Professional Advice Disclaimer, Medical Disclaimer, Intellectual Property and all General Provisions. In the event of account deletion for any reason, User Content may no longer be available and SUPER BODY 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 the SUPER BODY app and any other content or features provided through the SUPER BODY Service. SUPER BODY, in its sole discretion, may make available a very limited amount of content or features to non-subscribers from time to time.

User Contributions

The Site may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other interactive features that allow users to post, submit, publish, display or transmit to other users or other persons content or materials (“User Content”), whether publicly posted or privately transmitted. All User Content 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, in compliance with all applicable laws, rules and regulations and does not infringe any third party proprietary rights. You acknowledge that all content, including User Content, accessed by you using the SUPER BODY 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. We make no representations, warranties or guarantees with respect to any content that you access on or through the SUPER BODY Service.

As between you and SUPER BODY, you own all User Content that you submit to the SUPER BODY Service. You grant SUPER BODY 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 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 SUPER BODY Service permission to view your User Content for their personal, non-commercial purposes. If you make suggestions to SUPER BODY or through the SUPER BODY Service about improving or adding new features or products to the SUPER BODY Service or you otherwise provide feedback or testimonials, SUPER BODY a worldwide, perpetual, irrevocable, non-exclusive, sublicensable (through multiple tiers), transferable royalty-free license and right to use your suggestions, feedback and testimonials without any compensation or other obligation to you.

Content Restrictions

You may not upload, post, submit, distribute or transmit to any portion of the SUPER BODY Service any User Content that:

Infringes any third party's copyrights or other rights (e.g., trademark, privacy rights, etc.);

Contains sexually explicit content or pornography (provided, however, that non-sexual nudity is permitted);

Contains abusive, bullying, hateful, defamatory, discriminatory or other objectionable content or incites hatred against any individual or group;

Exploits minors;

Depicts unlawful acts or extreme violence;

Depicts animal cruelty or extreme violence towards animals;

Promotes fraudulent schemes, multi-level marketing (MLM) schemes, get rich quick schemes, online gaming and gambling, cash gifting, work from home businesses, or any other dubious money-making ventures;

Conduct

In using the SUPER BODY Service, you must behave in a civil and respectful manner at all times. Further, you will not:

Act in a deceptive manner by, among other things, impersonating any person;

Harass or stalk any other person, including without limitation a SUPER BODY trainer;

Harm or exploit minors;

Distribute "spam";

Collect information about others;

Advertise or solicit others to purchase any product or service;

Engage in any conduct that is offensive or illegal; or

Violate any other community rules or codes of conduct that SUPER BODY may impose.

SUPER BODY has the right, but not the obligation, to monitor all conduct on and content submitted to the SUPER BODY Service. SUPER BODY reserves the right to alter, edit, remove, or refuse to post any content, software and/or applications, in whole or in part, in SUPER BODY's sole discretion or to satisfy or comply with applicable laws, regulations, legal processes and/or maintain the integrity and reputation of the SUPER BODY Service and SUPER BODY's systems.

Member Interactions, Dealings with Third Parties

When interacting with other SUPER BODY 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 SUPER BODY 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 SUPER BODY is not responsible or liable for any loss, damage, injury, or other matters of any sort incurred as the result of such dealings.

Your Representations and Warranties

For each piece of User Content that you submit, you represent and warrant that: (i) you have the right to submit the User Content to SUPER BODY and grant the licenses set out above; (ii) SUPER BODY will not need to obtain licenses from any third party or pay royalties to any third party; (iii) the User Content does not infringe any third party's rights, including intellectual property rights and privacy rights; and (iv) the User Content complies with this Agreement and all applicable laws.

Indemnification

You agree to indemnify, defend, and hold harmless SUPER BODY 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 SUPER BODY Service, (ii) any User Content submitted by or on behalf of you or (iii) your violation of this Agreement.

Third Party Links and Content

If the Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Site, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Disclaimers

SUPER BODY reserves the right to modify the SUPER BODY Service, including, but not limited to updating, adding to, enhancing, modifying, removing or altering any content or features of the SUPER BODY 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 SUPER BODY Service. SUPER BODY has no obligation to screen or monitor any content and does not guarantee that any content available on the SUPER BODY Service is suitable for all users or that it will continue to be available for any length of time.

SUPER BODY provides the SUPER BODY Service on an "AS IS" and "AS AVAILABLE" basis. You therefore use the SUPER BODY Service at your own risk. Other than as expressly provided in writing by SUPER BODY in connection with your purchase of a SUPER BODY product, SUPER BODY 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, and any other warranty that might arise under any law. Without limiting the foregoing, SUPER BODY makes no representations or warranties: that the SUPER BODY Service is or will be permitted in your jurisdiction; that the SUPER BODY 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 SUPER BODY Service will meet your personal or professional needs; that SUPER BODY will continue to support any particular feature of the SUPER BODY Service; or concerning sites and resources outside of the SUPER BODY Service, even if linked to from the SUPER BODY Service.

Professional Advice Disclaimer

THE SUPER BODY SERVICE OFFERS HEALTH AND FITNESS INFORMATION AND IS DESIGNED FOR EDUCATIONAL AND ENTERTAINMENT PURPOSES ONLY. YOU SHOULD CONSULT YOUR PHYSICIAN 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 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 FUTURE SITE OR HEARD ON THE FUTURE SERVICE. THE USE OF INFORMATION PROVIDED THROUGH THE SUPER BODY SERVICE IS SOLELY AT YOUR OWN RISK.

NOTHING STATED OR POSTED ON THE SUPER BODY SITE OR AVAILABLE THROUGH ANY SUPER BODY SERVICE IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICAL OR COUNSELING CARE. FOR PURPOSES OF THIS AGREEMENT, THE PRACTICE OF MEDICINE AND COUNSELING INCLUDES, WITHOUT LIMITATION, PSYCHIATRY, PSYCHOLOGY, PSYCHOTHERAPY, OR PROVIDING HEALTH CARE TREATMENT, INSTRUCTIONS, DIAGNOSIS, PROGNOSIS OR ADVICE. THE SUPER BODY SERVICE IS CONTINUALLY UNDER DEVELOPMENT AND SUPER BODY MAKES 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 SUPER BODY SERVICE WILL ALWAYS INCLUDE THE MOST RECENT FINDINGS OR DEVELOPMENTS WITH RESPECT TO THE PARTICULAR MATERIAL.

Medical Disclaimer

In becoming a user of SUPER BODY with the intent of using the SUPER BODY 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 SUPER BODY Service.

If applicable, you further affirm that (a) you are not pregnant, breastfeeding or lactating; or (b) your physician has specifically approved your use of the SUPER BODY Service.

SUPER BODY 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.

Limitation of Liability

To the fullest extent permitted by law: (i) SUPER BODY shall not be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses; and (ii) SUPER BODY's total liability to you for all claims, in the aggregate, will not exceed the amount actually paid by you to SUPER BODY over the 12 months preceding the date your first claim(s) arose.

Intellectual Property

You acknowledge that the SUPER BODY 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 SUPER BODY-generated content, and content provided to SUPER BODY by its partners and licensors, is copyrighted individually and/or as a collective work under the U.S. copyright laws; further, as between you and SUPER BODY, SUPER BODY owns a copyright in the selection, coordination, arrangement and enhancement of all content in the SUPER BODY Service. Subject to your compliance with this Agreement, and solely for so long as you are permitted by us to access and use the SUPER BODY Service, you may 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, and are in compliance with this Agreement. Subject to your compliance with this Agreement, and solely for so long as you are permitted by us to access and use the SUPER BODY Service, SUPER BODY hereby grants you a limited, revocable, non-exclusive, non-transferable right and license to access and use the content made available on the SUPER BODY Service for your personal, non-commercial use of the SUPER BODY Service and for no other purpose whatsoever. Unless otherwise specified, copying or modifying any content or using content for any purpose other than your personal, non-commercial use of the SUPER BODY Service, tariffincluding use of any such content on any other website or networked computer environment, is strictly prohibited.

The SUPER BODY name, logos and affiliated properties, designs and marks are the exclusive property of SUPER BODY and/or its affiliates, whether registered or unregistered, and may not be used in connection with any product or service that is not ours, or in any manner that is likely to confuse as to our endorsement, affiliation or sponsorship of any person, product or service. Nothing contained on the SUPER BODY Service should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of our trade names, trademarks or other intellectual property without our express prior written consent.

Any other trademarks appearing on the SUPER BODY Service are trademarks of their respective owners. Our partners or service providers may also have additional proprietary rights in the content that they make available through the SUPER BODY Service. All rights not expressly granted in this Agreement are reserved.

Dispute Resolution—Arbitration Agreement and Waiver of Jury Trial

PLEASE READ THE FOLLOWING SECTION CAREFULLY. IT REQUIRES YOU TO ARBITRATE DISPUTES WITH SUPER BODY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

THIS SECTION OF THIS AGREEMENT SHALL BE REFERRED TO AS THE “ARBITRATION AGREEMENT”.

Scope of Arbitration Agreement. Any dispute, controversy or claim arising out of, relating to or in connection with this contract, including the breach, termination or validity thereof, shall be finally resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or SUPER BODY may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement.

CASES MAY HAVE BEEN FILED AGAINST THE COMPANY—AND OTHERS MAY BE FILED IN THE SUPER BODY—THAT ATTEMPT TO ASSERT CLASS ACTION CLAIMS, AND BY ACCEPTING THIS ARBITRATION AGREEMENT YOU ELECT NOT TO PARTICIPATE IN SUCH CASES.

IF YOU AGREE TO ARBITRATION WITH THE COMPANY, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY SUCH CLASS, COLLECTIVE, AND/OR REPRESENTATIVE LAWSUIT. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST THE COMPANY IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR.

Waiver of Jury Trial. YOU AND SUPER BODY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND RECEIVE A JUDGE OR JURY TRIAL. You and SUPER BODY are instead electing to have claims and disputes resolved by arbitration, except as specified above. There is no judge or jury in arbitration, and court review of an arbitration award is limited.

Waiver of Class or Consolidated Actions; Severability. YOU AND SUPER BODY AGREE TO WAIVE ANY RIGHT TO RESOLVE CLAIMS WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable with respect to a particular claim or dispute, neither you nor SUPER BODY is entitled to arbitration of such claim or dispute. Instead, all such claims and disputes will then be resolved in a court as set forth in Governing Law below, and all other provisions of this Arbitration Agreement shall remain in force. If any provision of this Arbitration Agreement is adjudged to be void or otherwise unenforceable, in whole or in part, the void or unenforceable provision shall be severed and such adjudication shall not affect the validity of the remainder of this Arbitration Agreement.

Opt Out. You may opt out of this Arbitration Agreement. If you do so, neither you nor SUPER BODY can force the other to arbitrate as a result of this Agreement. To opt out, you must notify SUPER BODY in writing no later than 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address you used to set up your SUPER BODY Subscription (if you have one), and a CLEAR statement that you want to opt out of this Arbitration Agreement. You must send your opt-out notice to: support@super-body.org. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no

effect on any other arbitration agreements that you may have entered into with us or may enter into in the future with us.

Survival. This Arbitration Agreement will survive any termination of your relationship with SUPER BODY.

Modification. Notwithstanding any provision in the Agreement to the contrary, we agree that if SUPER BODY makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice of to SUPER BODY.

Governing Law

This Agreement shall be governed by the laws of the State of California, United States of America, without regard to principles of conflicts of law. The Uniform Commercial Code, the Uniform Computer Information Transaction Act, and the United Nations Convention of Controls for International Sale of Goods shall not apply. Subject to the foregoing agreements in Section 21, any other action arising out of or relating to this Agreement or your use of the SUPER BODY Service must be commenced in the state or federal courts located in Los Angeles, California, United States of America, and you consent to the jurisdiction of those courts.

Interpretation; Severability; Waiver; Remedies

Headings are for convenience only and shall not be used to construe the terms of this Agreement. If any term of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, that term will be severed from this Agreement. No failure or delay by SUPER BODY in exercising any right hereunder will waive any further exercise of that right. SUPER BODY's rights and remedies hereunder are cumulative and not exclusive.

Successors; Assignment; No Third Party Beneficiaries

This Agreement is binding upon and will inure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives, and permitted assigns. You may not assign or transfer this Agreement without SUPER BODY's prior written consent. No third party has any rights hereunder. SUPER BODY may assign its rights, obligations and/or this Agreement at any time in its sole discretion without notice to you.

Notices

You consent to receive all communications including notices, agreements, disclosures, or other information from SUPER BODY electronically. SUPER BODY may communicate by email or by posting to the SUPER BODY Service. For support-related inquiries, you may email support@super-body.org.

Modification

This Agreement may be modified at any time by super body. Any such modification will be communicated to you by, at a minimum, revising the "Last Updated" date at the top of this page. Subject to Section 21, unless otherwise specified by us, modifications will be effective as of the date they are posted to the super body Service.

Entire Agreement

Our Privacy Policy forms a part of this Agreement. Please review the Privacy Policy to learn about our collection and use of personal information. This Agreement also incorporates any other policies or procedures referenced herein that are posted to the SUPER BODY Site from time to time.

In the event of a conflict between any policies posted on the SUPER BODY Service and the terms of this Agreement, the terms of this Agreement will control. This Agreement represents the entire understanding between SUPER BODY and you and supersedes all prior agreements and understandings regarding the same.