



FOR RESIDENTS OF THE UNITED STATES AND CANADA

## TERMS OF SERVICE

LAST MODIFIED: APRIL 1, 2024

These Terms of Service, along with all other policies, agreements, disclaimers, and disclosures incorporated herein by reference or otherwise displayed on the Site or the App (collectively, the “**Terms**”), sets forth a legally binding agreement between you and MyOutFit, LLC, a Delaware limited liability company (“**OutFit**”, “**we**” or “**us**”). These Terms govern your access to and use of our websites and applications that link to these Terms, including the OutFit or OutFitTraining application (the “**App**”) and the website located at [www.outfittraining.com](http://www.outfittraining.com) (the “**Site**”), and the content and services made available on or through the Site and App (collectively, the “**Services**”). Please read these Terms carefully before using the Services. If you do not agree to these Terms, you may not use the Services.

**THESE TERMS CONTAIN A BINDING ARBITRATION CLAUSE (SECTION 24) AND CLASS ACTION WAIVER (SECTION 25) THAT WAIVE YOUR RIGHT TO A COURT HEARING AND JURY TRIAL. BY PURCHASING, ENGAGING WITH OR OTHERWISE USING ANY SERVICES, YOU EXPRESSLY AGREE THAT DISPUTES BETWEEN YOU AND OUTFIT WILL BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION, AND YOU HEREBY WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-ACTION-WIDE ARBITRATION. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY CEASE USE OF ANY AND ALL SERVICES.**

**THE SERVICES ARE NOT INTENDED FOR ANYONE UNDER THE AGE OF 13. IF YOU ARE 13 TO 17 YEARS OF AGE, YOU MAY ONLY ACCESS AND/OR USE SERVICES WITH THE INVOLVEMENT OF YOUR PARENT OR GUARDIAN.**

### **1. ACCEPTANCE OF TERMS**

By accessing or using the Services, or by clicking on the “I accept” button when this option is made available to you and/or accessing the App, you agree to follow and be bound by these Terms, without limitation or qualification, and to abide by all applicable laws with regard to your access to and use of the Services. In addition to the terms and provisions set forth herein, your ability to access and display certain content that is made available through the Services from time to time may require you to accept additional terms and conditions as applicable to such content (the “**Additional Terms**”). When access any of the Services, you shall be subject to any rules or policies applicable to such access and use that may be posted or made available to you on or through any of the Services, including our Privacy Policy (collectively, the “**OutFit Policies**”). The Additional Terms and the OutFit Policies are incorporated into these Terms.

### **2. AGE REQUIREMENTS & ACCESSIBILITY**

You must be at least the age of majority in your state of residence, and fully able and competent to enter into and abide by the terms and conditions of these Terms, in order to access and use the Services. Individuals under the age of majority are not eligible to use the Services and may not submit any personal information to us. By accepting these Terms or accessing or using the Services, you represent and warrant that you are at least the age of majority in your state of residence, are legally entitled to enter into these Terms, and have the right, authority and capacity to enter into and abide by these Terms. If You are a parent or legal guardian agreeing to these Terms of Service for the benefit of a minor between the ages of 13 and 18 (or the applicable legal age in your jurisdiction), you are fully responsible for his or her use of the Services and the User Content, including all legal liability he or she may incur. By using Our Services, you represent and warrant that you have the right, authority, and capacity to enter into these Terms of Service and to abide by all of the terms and conditions set forth herein. If you have difficulty using or accessing any of the Services or would like to share any feedback regarding accessibility of the Services, please contact us at [contactus@outfittraining.com](mailto:contactus@outfittraining.com).

### **3. OUTFIT’S SERVICES ARE NOT MEDICAL ADVICE**

Neither OutFit nor the Services provide medical advice. The content of the Services, such as text, graphics, images, information and services obtained from users of the Services, licensors, and other material contained on the services are for informational purposes only. The content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any question you may have regarding a medical condition.

You acknowledge and agree that your acceptance of these Terms do not entitle you or otherwise provide you with any right to participate in any OutFit® class or to otherwise receive any OutFit® personal training services. You acknowledge and agree that, prior to participating in any program, workout, training, course, activity, exercise, or use of any product, service, program, workout, or exercise discussed on or offered as part of the service, or if you have any questions regarding a medical condition, seek the advice of your healthcare provider. If you participate in any OutFit® class, whether remotely or at a particular OutFit® venue, you agree, represent, and warrant that you have received consent from your physician to participate in wellness and fitness programs, workouts, exercises or any of the related activities made available to you.

#### **4. ACCOUNT CREATION**

You must create an account in order to access and use the App. To protect your OutFit account, please keep your username and password strictly confidential. You are solely responsible for maintaining the confidentiality of your username, password and other account information, and are fully responsible for all activities performed through use under your OutFit account. You must provide accurate, complete and current registration information when you register and create an account. If you provide any registration information that is untrue, inaccurate, not current or incomplete, OutFit has the right to limit, suspend or terminate your account and your access to the Services. You agree to immediately notify OutFit of any unauthorized use of your OutFit account and ensure that you exit from your account at the end of each session.

#### **5. CHANGES TO THESE TERMS**

We will email you or post a notification on the Services in the event of any material changes to these Terms. Such changes shall be effective when specified in the relevant notification or, if the change is immaterial, immediately upon appearing on the Services. Please check these Terms periodically for changes. Your continued use of the Services following our posting of any changes to these Terms means that you accept those changes.

#### **6. PRIVACY POLICY**

When you access the Services you provide us with different types of information. Please read our Privacy Policy, which explains how we collect, use and share information through the Services, including the use of third-party services to collect information to monitor the Services' performance, as well as your choices regarding these activities. The Privacy Policy applies to use of the Services, and its provisions are incorporated into these Terms.

#### **7. LICENSE GRANT**

Subject to these Terms and your compliance with these Terms, we grant to you a limited, personal, non-transferable, non-assignable, non-sublicensable, non-exclusive, terminable and revocable license to access and use the Services, including the text, graphics, data, information, and other content made available or enabled via the Services (collectively, "***OutFit Content***"). OutFit reserves all rights not expressly granted to you in these Terms.

#### **8. RESTRICTIONS ON USE**

You may access the Services and all associated content solely for your personal use and enjoyment. The Services or any portion thereof may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent. You agree not to use any device, software, or routine to interfere with the proper functioning of the Services. In using the Services, you may not:

- Transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane, or indecent information of any kind, including images and language;
- Transmit any message that constitutes, encourages, or incites conduct that would constitute a criminal offense or give rise to civil liability;
- Transmit or solicit any content, information, software, or other material that violates or infringes upon the rights of others, without first obtaining permission from the owner or right holder;
- Transmit any information, software, or other material that contains a virus, trojan horse, time bomb, worm or other rogue programming or other harmful component;
- Use any software, tool, data, device, or mechanism to navigate or search the Site, other than generally available browsers or a search engine provided by us, or violate any security features;
- Frame or utilize framing techniques to enclose any aspect of the Services, including any trademark, logo, or other proprietary information (including OutFit Content and its layout and/or form, including its distinctive “look and feel”) without our express, prior written consent; or
- Use any metatags or “hidden text” utilizing our name or trademarks without our written consent.

## **9. USER COVENANTS**

By accessing or using the Services, you agree to, acknowledge, and represent that: (i) you understand that the content provided on and through the Services is intended for informational purposes only, (iii) you will comply with all applicable laws in using the Services, including any third-party services made available to you through the Services, and you will not perform or fail to perform any act that you know or reasonably should know would place OutFit in violation of any applicable law, and (iii) you have the authority and capacity, under the laws of the state or jurisdiction in which you reside, to make the representations and be bound by the covenants herein.

## **10. COPYRIGHTS, TRADEMARKS & PROPRIETARY RIGHTS**

When accessing the Services, you agree to comply with all applicable laws and to respect the intellectual property rights of others. You agree that you shall be solely responsible for any violation of applicable law and for any infringement of third-party rights caused by any User Content (defined below) that you provide or transmit to us.

As between you and OutFit, all content and other information that is displayed or otherwise made available by or through the Services, including text, hidden text within our source code, trademarks, software, photos, video, images, graphics, music, audio-visual content, podcasts, recordings, sound, or any other digital media, is owned by OutFit or our licensors (as applicable) and is subject to protection by patent, copyright, trademark, or other proprietary rights. Any feedback you provide to use relating to the Services, or the features provided on the Services, shall be deemed to be non-confidential. We shall be free to use such information on an unrestricted basis.

All trademarks, trade names, trade dress, logos, and service marks (collectively, the “**Trademarks**”) appearing on the Services are the property of their respective owners, including, in some instances, us and/or our partner companies. Nothing contained on the Services or these Terms serves to grant you, by implication or otherwise, a license or right to use any of the Trademarks or copyrights owned by us or by any third party. Except as expressly provided herein, you may not modify, create derivative works, copy, redistribute, reproduce, publish, transmit, display, commercialize, or in any other way exploit any content or material from the Services without express written permission from us and, if applicable, the respective copyright owner. You expressly acknowledge and agree that you do not acquire any ownership rights by downloading or printing any copyrighted material.

## **11. MONITORING & COPYRIGHT COMPLAINTS**

You agree that we have the right, but not the obligation, to monitor, suspend, terminate, edit, disclose, refuse to post, or remove at any time, for any reason in our sole discretion, any material, content, and/or activity anywhere on the Services. Notwithstanding this right, we do not and cannot review all materials submitted to the Services. If notified, we may investigate an allegation that content transmitted to us is in violation of these Terms and determine whether

to have the communication removed. However, we are under no obligation to remove content and assume no responsibility or liability arising from or relating to any actions or content transmitted by or between you or any third party within or outside of the Services, including any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained therein.

We may, in appropriate circumstances and at our sole discretion, terminate the access of users who infringe or otherwise violate the rights of others. If you believe that your work has been copied and is accessible on the Services in a way that constitutes copyright infringement, you may notify us by providing the following information (as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (“**DMCA**”), 17 U.S.C. sec. 512):

- A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at the Services are covered by a single notification, a representative list of such works at the Services;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and if available, an e-mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by you, your agent, or the law; and
- A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please send the written communication to our copyright agent by e-mail to [contactus@outfittraining.com](mailto:contactus@outfittraining.com).

## **12. USER CONTENT**

You are, and shall remain, solely responsible for the content of any creative materials, including creative suggestions, submissions, images ideas, notes, drawings, photographs, concepts, blog posts, articles, or other information or communications (collectively “**User Content**”) you transmit to us via the Services, the Internet, e-mail, or otherwise. User Content shall be and remain your property. You hereby grant to us and our affiliates, the royalty-free, perpetual, irrevocable, worldwide, transferrable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, assign, commercialize, sub-license, perform, and display User Content, publish your name in connection with your User Content, and to incorporate any User Content in other works in any form, media, or technology now known or later developed. You represent and warrant that you are the owner of or have the right to license User Content and that your User Content does not infringe, misappropriate or violate the intellectual property or other proprietary rights of any third party. We will not be required to treat any User Content as confidential, and we may use User Content in our business (including for services or advertising) or for any other purpose without incurring any liability for royalties or any other consideration. Subject to existing laws, you waive any moral rights that you may have in any User Content.

## **13. THIRD-PARTY SITES**

We may provide links and pointers to Internet sites maintained by others (“**Third-Party Sites**”) that are not affiliated with us and may be located in different countries and that may subject to different regulatory and other legal requirements. We have not reviewed all of the Third-Party Sites linked to the Services and are not responsible for the content or services offered on such Third-Party Sites, including, but not limited to, any advertising, order processing and fulfillment, or payment terms related to such Third-Party Sites. Access to participating retailers does not constitute an endorsement by us or any of our subsidiaries or affiliates of any retailers, or the content or services offered by them. We have no responsibility or liability for these Third-Party Sites’ independent policies or actions

and are not responsible for the privacy practices of such Third-Party Sites or retailers. Complaints, claims, concerns, or questions regarding Third-Party Sites should be directed to the applicable third party.

#### **14. UPDATES & MODIFICATIONS TO SERVICES**

We will not be liable if, for any reason, all or part of the Services is ever unavailable. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. We undertake no obligation to update, amend, or clarify information on the Services, except as required by law. No specified update or refresh date applied on the Services should be taken to indicate that all information on the Services has been modified or updated. Please remember when reviewing information on the Services that such information may not represent the complete information available on a subject.

#### **15. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES (INCLUDING INFORMATION MADE AVAILABLE ON OR THROUGH THE SERVICES) IS AT YOUR SOLE RISK. THE SERVICES (INCLUDING INFORMATION MADE AVAILABLE ON OR THROUGH THE SERVICES) IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE EXPRESSLY DISCLAIM 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. WE MAKE NO WARRANTY THAT THE SERVICES (INCLUDING INFORMATION MADE AVAILABLE ON OR THROUGH THE SERVICES) WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, UNFAILINGLY SECURE, OR ERROR-FREE, THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS SITE WILL BE ACCURATE OR RELIABLE, THAT THE QUALITY OF ANY CONTENT OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, AND THAT ERRORS WILL BE CORRECTED.

#### **16. LIMITATION OF LIABILITY**

YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL COMPANY OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS OR SERVICE PROVIDERS (“**COMPANY PARTIES**”) BE LIABLE FOR ANY DAMAGES ARISING OR RESULTING FROM LOSS OF USE, DATA, OR PROFITS WHETHER DIRECT OR INDIRECT OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE COMPANY APP, THE SITE OR ANY OF THE SERVICES, INCLUDING ANY SUCH DAMAGES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES, OR ANY CONTENT PROVIDED OR MADE AVAILABLE TO YOU BY OR THROUGH THE SERVICES, IN EACH CASE WHETHER OR NOT COMPANY OR ANY OF THE COMPANY PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE REASONABLE FORESEEABLE. THE CUMULATIVE LIABILITY OF THE COMPANY PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE COMPANY APP, THE SITE, ANY SERVICES AND/OR THESE TERMS SHALL NOT EXCEED THE LESSER OF (A) THE AMOUNT PAID BY YOU TO COMPANY, IF ANY, OR (B) \$100 (USD), AND THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST THE COMPANY PARTIES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY HEREIN WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW; PROVIDED, HOWEVER, THAT ALL OTHER TERMS AND PROVISIONS OF THESE TERMS WILL REMAIN IN FULL FORCE AND EFFECT.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU, ON BEHALF OF YOUR HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL AND PERSONAL REPRESENTATIVES, HEREBY RELEASE, WAIVE, ACQUIT AND FOREVER DISCHARGE COMPANY AND THE OTHER COMPANY PARTIES FROM

AND AGAINST, AND COVENANT NOT TO SUE ANY SUCH COMPANY PARTY FOR, ALL CLAIMS YOU HAVE OR MAY HAVE ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS OF SERVICE AND/OR YOUR USE OF THE SERVICES. IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING RELEASE THEN THE FOLLOWING APPLIES. FOR EXAMPLE, CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THIS AGREEMENT, WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE 1542, WHICH STATES "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU HEREBY WAIVE THIS SECTION OF THE CALIFORNIA CIVIL CODE. YOU HEREBY WAIVE ANY SIMILAR PROVISION IN LAW, REGULATION, OR CODE THAT HAS THE SAME INTENT OR EFFECT AS THE AFOREMENTIONED RELEASE. IN SOME JURISDICTIONS, LIMITATIONS OF LIABILITY ARE NOT PERMITTED. IN SUCH JURISDICTIONS, SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

## **17. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless us, our affiliates, our subsidiaries, and each of our and their respective shareholders, members, managers, directors, officers, employees, personnel, agents, successors and assigns (collectively, the "**OutFit Parties**") from and against any and all claims, allegations, demands, actions, causes of action, lawsuits, investigations and proceedings (including any and all liability, damages, costs, expenses (including reasonable attorneys' fees), settlements, fines, penalties and losses of any kind or nature whatsoever resulting from any of the foregoing) arising out of or in connection with: (i) your violation or breach of these Terms; (ii) your use of the Services; (iii) your violation of any rights of any third party; or (iv) any claim relating to your User Content. This indemnification obligation will continue after you stop using the Services.

YOU HEREBY RELEASE EACH OF THE COMPANY PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR SUITS IN CONNECTION WITH YOUR USER CONTENT, INCLUDING ANY LIABILITY RELATING TO THE COMPANY PARTIES' USE OR NON-USE OF YOUR USER CONTENT, CLAIMS FOR DEFAMATION, INVASION OF PRIVACY, RIGHT OF PUBLICITY, EMOTIONAL DISTRESS, AND/OR ECONOMIC LOSS. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY CLAIM AND MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU AT YOUR EXPENSE, AND YOU SHALL NOT IN ANY EVENT SETTLE OR OTHERWISE DISPOSE OF ANY MATTER WITHOUT OUR PRIOR WRITTEN CONSENT.

## **18. FORCE MAJEURE**

We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities, terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), restraints or delays affecting carriers, inability to obtain or delay in obtaining adequate or suitable supplies, breakdown of materials or telecommunications, or power outage.

## **19. NOTICES**

We may send you responses or notices by e-mail, posting to the Services, or written communication sent by U.S. Postal Service. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **20. GOVERNING LAW**

These Terms and your access to and use of the Services shall be governed by and construed for both substantive and procedural purposes in accordance with the laws of the State of Delaware, U.S.A., without giving effect to any

principles of any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the laws of any jurisdiction other than those of the State of Delaware to apply.

## **21. BINDING ARBITRATION**

Any dispute relating in any way to your visit to the Services shall be submitted to confidential arbitration in Fort Lauderdale, Florida, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court, and you consent to jurisdiction and venue in such courts. Arbitration shall be conducted under the rules then prevailing of the American Arbitration Association in accordance with its Commercial Rules before a single arbitrator. The selected arbitrator must have expertise in the subject matter of the dispute. The expenses of the arbitration charged by the arbitrator shall be borne by the prevailing party or otherwise as appropriately allocated between the parties to the arbitration by the arbitrator in his or her discretion. However, in every other regard, each party shall pay for and bear its own costs and legal fees, costs, and expenses. The arbitration shall be completed within one hundred twenty (120) days of either giving notice or filing a demand to arbitrate with the American Arbitration Association (whichever shall first occur). The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. The testimony, evidence, ruling, and all documentation regarding any arbitration shall be considered confidential information. Neither party may use, disclose, or divulge any such information unless otherwise required by law.

## **22. CLASS ACTION WAIVER**

To the fullest extent permitted by law, no arbitration under these Terms shall be joined to an arbitration involving any other party subject to these Terms, whether through class arbitration proceedings or otherwise. You agree to an arbitration on an individual basis. In any dispute, NEITHER YOU NOR WE WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER USERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one (1) person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

## **23. MISCELLANEOUS**

Our Services are controlled, operated and administered by us from the United States of America. We make no representation or warranty that the materials contained in the Services are available for use at any location outside of the United States, and access to them from territories where the contents, products or services available through the Services are illegal is prohibited. You may not use the Services or export the Services in violation of United States export laws, rules or regulations. If you access the Services from a location outside of the United States, you are responsible for compliance with any and all local laws, rules, regulations and ordinances.

The division of these Terms into sections and the headings in these Terms are for convenience of reference only. Our failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these Terms. We may assign our rights and duties under these Terms to any party at any time without notice to you and without your express consent. You may not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. There shall be no third-party beneficiaries to these Terms. Any provision of these Terms that contemplates performance or observance subsequent to any expiration or termination of these Terms shall survive any termination of these Terms. If any provision of these Terms is held void or unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms, together with our Privacy Policy and all other documents incorporated herein by reference, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all written or oral agreements previously existing between the parties with respect to such subject matter.

I ACKNOWLEDGE AND AGREE THAT THESE TERMS **DO NOT** GIVE ME ANY AUTHORIZATION OR RIGHT TO PARTICIPATE IN ANY OUTFIT® CLASS AT ANY VENUE OR TO OTHERWISE RECEIVE OR PARTICIPATE IN ANY TRAINING SERVICES.