

Hard Challenge

IMPORTANT PRIVACY INFORMATION

In order to use some of our apps or websites, we may ask you to enter your name, email, areas for improvement, and preferences, and ask other onboarding questions. In some of our apps you are able to skip some of the onboarding questions by tapping on Skip or similar indication. We also automatically collect from your device: language settings, IP address, time zone, type and model of a device, device settings, operating system, Internet service provider, mobile carrier, hardware ID, Facebook ID, and some other unique identifiers (such as IDFA and AAID). We need this data to provide our services, analyze how our customers use the app, to serve ads.

For improving the app and attracting users, we use third party solutions. As a result, we may process data using solutions developed by Amplitude, Facebook, Firebase, Google, Apple, Appsflyer, Crashlytics. Therefore, some of the data is stored and processed on servers of such third parties. This enables us to (1) analyze different interactions (how often users make subscriptions, how many users chose a particular area for improvement); (2) serve ads (and are able to show them only to a particular group of users, for example, to subscribers). Consequently, we, in particular, better understand in what of our features and content you see the most value and are able to focus on them to enhance your experience and increase the quality of our products.

Please read our Privacy Policy below to know more about what we do with data (Section 2), what data privacy rights are available to you (Section 5) and who will be the data controller (Section 12). If any questions will remain unanswered or you would like to exercise your privacy rights, please contact us at alex@lifewheel.us.

PRIVACY POLICY

This Privacy Policy explains what personal data is collected when you use the our mobile applications, websites and the services provided through them (together “**App**” or “**Service**”), how such personal data will be processed.

BY USING THE SERVICE, YOU PROMISE US THAT (I) YOU HAVE READ, UNDERSTAND AND AGREE TO THIS PRIVACY POLICY. If you do not agree, or are unable to make this promise, you must not use the Service. In such case, you must (a) delete your account and contact us and request deletion of your data; (b) cancel any subscriptions using the functionality provided by Apple (if you are using iOS) or Google (if you are using Android), any other app stores that may be available from time to time, or by us if you purchased it directly from our websites; and (c) delete the App from your devices.

“**GDPR**” means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

“**EEA**” includes all current member states to the European Union and the European Economic Area.

“**Process**”, in respect of personal data, includes to collect, store, and disclose to others.

TABLE OF CONTENTS

CATEGORIES OF PERSONAL DATA WE COLLECT
FOR WHAT PURPOSES WE PROCESS PERSONAL DATA
UNDER WHAT LEGAL BASES WE PROCESS YOUR PERSONAL DATA (Applies only to EEA-based users)
WITH WHOM WE SHARE YOUR PERSONAL DATA
HOW YOU CAN EXERCISE YOUR PRIVACY RIGHTS
INTERNATIONAL DATA TRANSFERS
CHANGES TO THIS PRIVACY POLICY
CALIFORNIA PRIVACY RIGHTS
DATA RETENTION
HOW “DO NOT TRACK” REQUESTS ARE HANDLED
PERSONAL DATA CONTROLLER
CONTACT US

CATEGORIES OF PERSONAL DATA WE COLLECT

We collect data you give us voluntarily (for example, when you choose your areas for improvement or send us an email). We also may receive data about you from third parties (for example, when you sign in via Apple). Finally, we collect data automatically (for example, your IP address).

Data you give us

You provide us information about yourself when you register for and/or use the Service. For example: name, age, gender, areas for improvement, email address.

Data provided by third parties

When you use sign in with Apple to register an account in the App, we get personal data from your Apple ID account. This data may include, in particular, your name and verified email address. You may choose to share your real email address or an anonymous one that uses the private email relay service. Apple will show you their detailed privacy information on the sign in with Apple screen. Find more about sign with Apple [here](#).

Data we collect automatically:

Data about how you found us

We collect data about your referring app or URL (that is, the app or place on the Web where you were when you tapped on our ad).

Device and Location data.

We collect data from your mobile device. Examples of such data include: language settings, IP address, time zone, type and model of a device, device settings, operating system, Internet service provider, mobile carrier, hardware ID, and Facebook ID.

Usage data

We record how you interact with our Service. For example, we log your taps on certain areas of the interface, the features, and content you interact with, the time and duration of your sessions, how often you use the App, how long you are in the app, and your subscription orders. We also record the ads in our App with which you interact (and the Internet links to which those ads lead).

Advertising IDs

We collect your Apple Identifier for Advertising (“IDFA”) or Google Advertising ID (“AAID”) (depending on the operating system of your device). You can typically reset these numbers through the settings of your device’s operating system (but we do not control this).

Transaction data

When you make payments through the Service, you need to provide financial account data, such as your credit card number, to our third-party service providers. We do not collect or store full credit card number data, though we may receive credit card-related data, data about the transaction, including: date, time and amount of the transaction, the type of payment method used.

Cookies

A cookie is a small text file that is stored on a user's computer for record-keeping purposes. Cookies can be either session cookies or persistent cookies. A session cookie expires when you close your browser and is used to make it easier for you to navigate our Service. A persistent cookie remains on your hard drive for an extended period of time. We also use tracking pixels that set cookies to assist with delivering online advertising.

Cookies are used, in particular, to automatically recognize you the next time you visit our website. As a result, the information, which you have earlier entered in certain fields on the website may automatically appear the next

time when you use our Service. Cookie data will be stored on your device and most of the times only for a limited time period.

FOR WHAT PURPOSES WE PROCESS YOUR PERSONAL DATA

We process your personal data:

To provide our Service

This includes enabling you to use the Service in a seamless manner and preventing or addressing Service errors or technical issues.

To host personal data and enable our App to operate and be distributed we use **Firebase**, which is a hosting and backend service provided by Google.

To monitor infrastructure and the App's performance, we use **Crashlytics**, which is a monitoring service provided by Google. Here's its [Data Collection Policy](#)

We use **Firebase Performance Monitoring** and **Firebase Crash Reporting**, which are monitoring services provided by Google. To learn more, please visit [Google's Privacy policy](#) and [Privacy and Security in Firebase](#).

To customize your experience

We process your personal data, in particular, such as your characteristics and preferences, to adjust the content of the Service and provide content tailored to your personal preferences.

To manage your account and provide you with customer support

We process your personal data to respond to your requests for technical support, Service information or to any other communication you initiate. This includes accessing your account to address technical support requests. For this purpose, we may send you, for example, notifications or emails about the performance of our Service, security, payment transactions, notices regarding our [Terms and Conditions of Use](#) or this Privacy Policy.

To communicate with you regarding your use of our Service

We communicate with you, for example, by push notifications. These may include reminders and motivational messages encouraging you to follow your training and nutrition plan, or other information about the App. As a result, you may, for example, receive a push notification every day at a particular time reminding you to work out.

To opt out of receiving push notifications, you need to change the settings on your device.

The services that we use for these purposes may collect data concerning the date and time when the message was viewed by our App's users, as well as when they interacted with it, such as by clicking on links included in the message.

To communicate with you we also use **Firebase Cloud Messaging** and **Firebase Notifications**, which are message sending services provided by Google. Firebase Cloud Messaging allows us to send messages and notifications to users of our App across platforms such as Android and iOS. We integrate **Firebase Notifications** with **Firebase Analytics** to create analytics-based audiences and track opening and conversion events. As a result, we can, for example, send encouraging messages to user. Google's [privacy policy](#).

We use **Apple Push Notification** service ("APNs"), that is a notifications service provided by Apple. APNs allows us to send information to iOS devices. Apple's [privacy policy](#).

To research and analyze your use of the Service

This helps us to better understand our business, analyze our operations, maintain, improve, innovate, plan, design, and develop the Service and our new products. We also use data for statistical analysis purposes, to test and improve our offers. This enables us to better understand what features of the Services our users like more, what categories of users use our Services. As a consequence, we often decide how to improve the Service based on the results obtained from this processing..

We use **Facebook Analytics**, which is a service is provided by Facebook that allows us to use different analytical tools. On Facebook Analytics we get, in particular, aggregated demographics and insights on how many people launch our app, how often users make purchases, and other interactions. [Privacy Policy](#).

We also use **Amplitude** that is an analytics service that we use to understand how customers use our Service. Amplitude collects various technical information, in particular, time zone, type of device (phone or tablet), unique identifiers (such as IDFA). Amplitude also allows us to track various interactions that occur in our App. As a result, Amplitude helps us to decide what features should we focus on (for example, if we see that most of the users focus on walking meditation workouts, we may develop more these). Amplitude is [EU-US Privacy Shield certified](#). Amplitude provides more information on how they process data in its [Privacy Policy](#).

To analyze how visitors use the Service and to measure the effectiveness of some ads we use **Google Analytics**, a web analysis program of Google. On Google Analytics we get, in particular, information on the data you enter on our website and users' interactions within the website. Google allows you to influence the collection and processing of the information generated by Google, in particular, by installing a

browser plug-in, available [here](#). You can read more about how Google uses the information [here](#).

To track and analyze behavior of our App's users (in particular, how they react to changes of the App structure, text or any other component), we use **Firebase Remote Config**. Firebase Remote Config is an A/B testing and configuration service provided by Google, which also enables us to tailor the content that our App's users see (for example, it allows us to show different onboarding screens to different users). [Privacy Policy](#) and [Privacy and Security in Firebase](#).

We also use **Firebase Analytics**, which is an analytics service provided by Google. In order to understand Google's use of data, consult Google's [partner policy](#). [Firebase Privacy information](#). [Google's Privacy Policy](#).

To perform standard product analysis, we also use **Fabric Answers**, which is an analytics service provided by Crashlytics, a business division of Google. [Data Processing and Security Terms](#). [Privacy information](#).

To send you marketing communications

We process your personal data for our marketing campaigns. We may add your email address to our marketing list, provided we receive consent or otherwise establish legal basis for sending you marketing communications. As a result, you will receive information about our products, such as for example, special offers. If you do not want to receive marketing emails from us, you can unsubscribe following instructions in the footer of the marketing emails. We do not use health, motion, and fitness information gained through Apple Health Kit or Google Fit for marketing campaigns.

We may also show you advertisements in our App, and send you push notifications for marketing purposes. To opt out of receiving push notifications, you need to change the settings on your device.

To personalize our ads

We and our partners, use your personal data to tailor ads and possibly even show them to you at the relevant time. For example, if you have installed our App, you might see ads of our products, for example, in your Facebook's feed. We do not use health, motion, and fitness information gained through Apple Health Kit or Google Fit to personalize our ads.

How to opt out or influence personalized advertising

iOS: On your iPhone or iPad, go to "Settings," then "Privacy" and tap "Advertising" to select "Limit Ad Track". In addition, you can reset your advertising identifier (this also may help you to see less of personalized ads) in the same section.

Android: To opt-out of ads on an Android device, simply open the Google Settings app on your mobile phone, tap “Ads” and enable “Opt out of interest-based ads”. In addition, you can reset your advertising identifier in the same section (this also may help you to see less of personalized ads).

To learn even more about how to affect advertising choices on various devices, please look at the information available [here](#).

In addition, you may get useful information and opt out of some interest-based advertising, by visiting the following links:

- Network Advertising Initiative – <http://optout.networkadvertising.org/>
- Digital Advertising Alliance – <http://optout.aboutads.info/>
- Digital Advertising Alliance (Canada) – <http://youradchoices.ca/choices>
- Digital Advertising Alliance (EU) – <http://www.youronlinechoices.com/>
- DAA AppChoices page – <http://www.aboutads.info/appchoices>

We value your right to influence the ads that you see, thus we are letting you know what service providers we use for this purpose and how some of them allow you to control your ad preferences.

We use **Facebook Ads Manager** together with **Facebook Custom Audience**, which allows us to choose audiences that will see our ads on Facebook or other Facebook’s products (for example, Instagram). Through Facebook Custom Audience we may create a list of users with certain sets of data, such as an IDFA, choose users that have completed certain actions in the App (for example, installed it). As a result, we may ask Facebook to show some ads to a particular list of users. As a result, more of our ads may show up while you are using Facebook or other Facebook’s products (for example, Instagram). You may learn how to opt out of advertising provided to you through Facebook Custom Audience [here](#).

Facebook also allows its users to influence the types of ads they see on Facebook. To find how to control the ads you see on Facebook, please go [here](#) or adjust your ads settings on [Facebook](#).

Google Ads is an ad delivery service provided by Google that can deliver ads to users. In particular, Google allows us to tailor the ads in a way that they will appear,

for example, only to users that have conducted certain actions with our App (for example, show our ads to users who have purchased a subscription). Some other examples of events that may be used for tailoring ads include, in particular, installing our App. Google allows its users to [opt out of Google's personalized ads](#) and to [prevent their data from being used by Google Analytics](#).

To process your payments

We provide paid products and/or services within the Service. For this purpose, we use third-party services for payment processing (for example, payment processors). As a result of this processing, you will be able to make a payment for our Service and we will be notified that the payment has been made and will provide you with . We will not store or collect your payment card details ourselves. This information will be provided directly to our third-party payment processors.

To enforce our Terms and Conditions of Use and to prevent and combat fraud

We use personal data to enforce our agreements and contractual commitments, to detect, prevent, and combat fraud. As a result of such processing, we may share your information with others, including law enforcement agencies (in particular, if a dispute arises in connection with our [Terms and Conditions of Use](#)).

To comply with legal obligations

We may process, use, or share your data when the law requires it, in particular, if a law enforcement agency requests your data by available legal means.

UNDER WHAT LEGAL BASES WE PROCESS YOUR PERSONAL DATA (Applies only to EEA-based users)

In this section, we are letting you know what legal basis we use for each particular purpose of processing. For more information on a particular purpose, please refer to Section 2. This section applies only to EEA-based users.

We process your personal data, in particular, under the following legal bases:

your consent;

- To send you marketing communications

to perform our contract with you;

Under this legal basis we:

- Provide our Service (in accordance with our Terms and Conditions of Use)
- Customize your experience
- Manage your account and provide you with customer support
- Communicate with you regarding your use of our Service
- Process your payments

for our (or others') legitimate interests, unless those interests are overridden by your interests or fundamental rights and freedoms that require protection of personal data;

We rely on legitimate interests:

- to communicate with you regarding your use of our Service

This includes, for example, sending you push notifications reminding you to exercise at appropriate times. The legitimate interest we rely on for this purpose is our interest to encourage you to use our Service more often.

- to research and analyze your use of the Service

Our legitimate interest for this purpose is our interest in improving our Service so that we understand users' preferences and are able to provide you with a better experience (for example, to make the use of the App easier and more enjoyable, or to introduce and test new features).

- to send you marketing communications

The legitimate interest we rely on for this processing is our interest to promote our Service in a measured and appropriate way.

- to personalize our ads

The legitimate interest we rely on for this processing is our interest to promote our Service in a reasonably targeted way.

- to enforce our Terms and Conditions of Use and to prevent and combat fraud

Our legitimate interests for this purpose are enforcing our legal rights, preventing and addressing fraud and unauthorised use of the Service, non-compliance with our Terms and Conditions of Use.

to comply with legal obligations.

WITH WHOM WE SHARE YOUR PERSONAL DATA

We share information with third parties that help us operate, provide, improve, integrate, customize, support, and market our Service. We may share some sets of personal data, in particular, for purposes indicated in Section 2 of this Privacy Policy. The types of third parties we share information with include, in particular:

Service providers

We share personal data with third parties that we hire to provide services or perform business functions on our behalf, based on our instructions. We share your personal information with the following types of service providers:

- cloud storage providers (Firebase)
- data analytics providers (Facebook, Google, Firebase, Crashlytics, Amplitude, Fabric)
- measurement partners
- marketing partners (in particular, social media networks, marketing agencies, email delivery services, Facebook, Google)
- payment processing providers

Law enforcement agencies and other public authorities

We may use and disclose personal data to enforce our Terms and Conditions of Use, to protect our rights, privacy, safety, or property, and/or that of our affiliates, you or

others, and to respond to requests from courts, law enforcement agencies, regulatory agencies, and other public and government authorities, or in other cases provided for by law.

Third parties as part of a merger or acquisition

As we develop our business, we may buy or sell assets or business offerings. Customers' information is generally one of the transferred business assets in these types of transactions. We may also share such information with any affiliated entity (e.g. parent company or subsidiary) and may transfer such information in the course of a corporate transaction, such as the sale of our business, a divestiture, merger, consolidation, or asset sale, or in the unlikely event of bankruptcy.

HOW YOU CAN EXERCISE YOUR PRIVACY RIGHTS

To be in control of your personal data, you have the following rights:

Accessing / reviewing / updating / correcting your personal data. You have the right to review, edit, or change the personal data that you had previously provided to us in the profile section of the App. If you would like to receive a copy of data we process, please send us a data access request.

Deleting your personal data. You can request erasure of your personal data, as permitted by law. When you request deletion of your personal data, we will use reasonable efforts to honor your request. In some cases we may be legally required to keep some of the data for a certain time; in such event, we will fulfill your request after we have complied with our obligations.

Objecting to or restricting the use of your personal data. You can ask us to stop using all or some of your personal data or limit our use thereof. **Additional information for EEA-based users.** If you are based in the EEA, you have the following rights in addition to the above:

The right to lodge a complaint with supervisory authority. We would love you to contact us directly, so we could address your concerns. Nevertheless, you have the right to lodge a complaint with a competent data protection supervisory authority, in particular in the EU Member State where you reside, work or where the alleged infringement has taken place.

The right to data portability. If you wish to receive your personal data in a machine-readable format, you can do so by requesting a copy of your personal data as described above. The data will be made available to you in the .json file or other file format.

To exercise any of the available to you privacy rights, please send a request to alex@lifewheel.us.

INTERNATIONAL DATA TRANSFERS

We may transfer personal data to countries other than the country in which the data was originally collected in order to provide the Service set forth in the Terms and Conditions of Use and for purposes indicated in this Privacy Policy. If these countries do not have the same data protection laws as the country in which you initially provided the information, we deploy special safeguards.

In particular, if we transfer personal data originating from the EEA to countries with not adequate level of data protection, we use one of the following legal bases: (i) Standard Contractual Clauses approved by the European Commission (details available [here](#)), or (ii) the EU-U.S. Privacy Shield Framework (details available [here](#)), or (iii) the European Commission adequacy decisions about certain countries (details available [here](#)).

CHANGES TO THIS PRIVACY POLICY

We may modify this Privacy Policy from time to time. If we decide to make material changes to this Privacy Policy, you will be notified through our Service or by other available means and will have an opportunity to review the revised Privacy Policy. By continuing to access or use the Service after those changes become effective, you agree to be bound by the revised Privacy Policy.

CALIFORNIA PRIVACY RIGHTS

This section provides additional details about how we process personal data of California consumers and the rights available to them under the California Consumer Privacy Act ("CCPA") and California's Shine the Light law. Therefore, this section applies only to residents of California, United States.

For more details about the personal information we have collected, including the categories of sources, please see Section 1 above. We collect this information for purposes described in Section 2 of this Privacy Policy. We may also share your information with certain categories of third parties as indicated in Section 4.

Subject to certain limitations, the CCPA provides California consumers the right to request to know more details about the categories or specific pieces of personal information we collect (including how we use and disclose this information), to delete their personal information, to opt-out of any "sales" that may be occurring, and to not be discriminated against for exercising these rights.

California consumers may make a request pursuant to their rights under the CCPA by contacting us at alex@lifewheel.us. We will verify your request and inform you accordingly. You may also designate an authorized agent to exercise these rights on your behalf.

Access rights under California's Shine the Light

California also provides its residents with additional access rights. Under Shine the Light law, the residents may ask companies once a year what personal information they share with third parties for those third parties' direct marketing purposes. Learn more about what is considered to be personal information under the statute.

To obtain this information from us, please send an email message to alex@lifewheel.us, which includes "Request for California Shine the Light Privacy Information" on the subject line and your state of residence and email address in the body of your message. Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

DATA RETENTION

We will store your personal data for as long as it is reasonably necessary for achieving the purposes set forth in this Privacy Policy (including providing the Service to you), which includes (but is not limited to) the period during which you have an account with the App. We will also retain and use your personal data as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

HOW "DO NOT TRACK" REQUESTS ARE HANDLED

Except as otherwise stipulated in this Privacy Policy, this App does not support "Do Not Track" requests. To determine whether any of the third-party services it uses honor the "Do Not Track" requests, please read their privacy policies.

CONTACT US

You may contact us at any time for details regarding this Privacy Policy and its previous versions. For any questions concerning your account or your personal data please contact us at alex@lifewheel.us.

TERMS AND CONDITIONS OF USE

This service includes subscriptions that automatically renew. Please read these terms and conditions of use carefully (in particular, section 6 “subscription fees and payment”) before starting a trial or completing a purchase for our app’s auto-renewing subscription service. **To avoid being charged** you must **affirmatively cancel** your subscription **at least 24 hours before the end of the free trial or then-current subscription period.**

If you are unsure how to cancel a subscription or a free trial, please visit the [Apple support](#) website, [Google Play help](#) (or any other app stores support pages), or our website depending on where you have purchased your subscription. Deleting the app does not cancel your subscriptions and trials. We also aim to provide information about our subscription policies at or near the point of purchase. Please review these policies prior to making purchases. You may wish to make a printscreen of this information for your reference.

ACCEPTANCE OF TERMS

The provisions of these terms and conditions of use (the "Terms") govern the relationship between you and Hard Challenge ("we", "us", "our" or the "Company") regarding your use of the Company’s mobile applications, websites and related services (the “App” or “Service”), including all information, text, graphics, software, and services, available for your use (the “Content”).

These Terms establish a legally binding contractual relationship between you and the Company. For this reason, PLEASE READ THE TERMS CAREFULLY BEFORE USING THE SERVICE.

Please review also our Privacy Policy. The terms of the Privacy Policy and other supplemental terms, policies or documents that may be posted on the Service from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms at any time and for any reason.

Any translation from English version is provided for your convenience only. In the event of any difference in meaning or interpretation between the English language version of these Terms available at https://docs.google.com/document/d/10-Dk5vDAovIA7nD6QKNCIZ4_9RKcsm76a8Yz-rO_LXcM/, and any translation, the English language version will prevail. The original English text shall be the sole legally binding version

Unless otherwise expressly provided herein, we will alert you about any changes by updating the "Last updated" date of these Terms and you waive any right to receive specific notice of each such change.

THESE TERMS CONTAIN IMPORTANT DISCLAIMERS (SECTION 2), DISCLAIMER OF WARRANTIES (SECTION 8), LIMITATION OF LIABILITY (SECTION 9), AS WELL AS PROVISIONS THAT WAIVE YOUR RIGHT TO A JURY TRIAL, RIGHT TO A COURT HEARING AND RIGHT TO PARTICIPATE IN A CLASS ACTION (ARBITRATION AND CLASS ACTION WAIVER IN SECTION 12). UNLESS YOU OPT OUT WITHIN 30 DAYS OF FIRST USE OF OUR SERVICE AS PROVIDED FOR IN SECTION 12, ARBITRATION IS THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES AND IS MANDATORY EXCEPT AS SPECIFIED BELOW IN SECTION 12.

IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS, OR IF YOU ARE NOT ELIGIBLE OR AUTHORIZED TO BE BOUND BY THESE TERMS, THEN DO NOT DOWNLOAD THE APP OR OTHERWISE ACCESS OR USE THE SERVICE.

IMPORTANT DISCLAIMERS

THE COMPANY DOES NOT OFFER OR PROVIDE ANY KIND OF MEDICAL ADVICE, HEALTH INSURANCE OR OTHER HEALTHCARE SERVICE, INCLUDING WITHOUT

LIMITATION, ANY COUNSELING, TESTING, EVALUATION, PRESCRIPTION, PROCEDURE OR THERAPY RELATED TO EXERCISE, NUTRITION, WEIGHT LOSS OR WELLNESS OR RELATED TO THE AVOIDANCE, PREVENTION, DIAGNOSIS OR TREATMENT OF ANY INJURY, ILLNESS, DISEASE OR CONDITION (COLLECTIVELY, "HEALTHCARE SERVICES").

THE SERVICE MAY NOT BE APPROPRIATE FOR ALL PERSONS AND IS NOT A SUBSTITUTE FOR PROFESSIONAL HEALTHCARE SERVICES. THE SERVICE IS INTENDED ONLY AS A TOOL, WHICH MAY BE USEFUL IN ACHIEVING YOUR OVERALL GOALS. YOU ACKNOWLEDGE THAT YOUR DIET AND EXERCISE ACTIVITIES INVOLVE RISKS, WHICH MAY INVOLVE RISK OF BODILY INJURY OR DEATH, AND THAT YOU ASSUME THOSE RISKS. BEFORE ACCESSING OR USING THE SERVICE, AND AGREE TO RELEASE AND DISCHARGE THE COMPANY FROM ANY AND ALL ACTION, KNOWN OR UNKNOWN, ARISING OUT OF YOUR USE OF THE SERVICE.

YOU SHOULD CONSULT WITH YOUR PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROFESSIONAL TO DETERMINE WHETHER THE SERVICE WOULD BE SAFE AND EFFECTIVE FOR YOU. YOU ARE EXPRESSLY PROHIBITED FROM ACCESSING OR USING THE SERVICE AGAINST MEDICAL ADVICE OR IF DOING SO MIGHT POSE ANY HEALTH RISK. IN THIS CONTEXT, YOU ACKNOWLEDGE THAT YOU TAKE FULL RESPONSIBILITY FOR YOUR HEALTH, LIFE AND WELL-BEING, AS WELL AS THE HEALTH, LIVES AND WELL-BEING OF YOUR FAMILY AND CHILDREN (BORN AND UNBORN, AS APPLICABLE), AND ALL DECISIONS NOW OR IN THE FUTURE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT WE ARE NOT PROVIDING MEDICAL ADVICE VIA THE SERVICE. ALL CONTENT PROVIDED THROUGH THE SERVICE, WHETHER PROVIDED BY US OR THIRD PARTIES (EVEN IF THEY ARE CLAIMING TO BE A DOCTOR) IS NOT INTENDED TO BE AND SHOULD NOT BE USED IN PLACE OF (I) THE ADVICE OF YOUR PHYSICIAN OR OTHER PROFESSIONALS, (II) A VISIT, CALL OR CONSULTATION WITH YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, OR (III) INFORMATION CONTAINED ON OR IN ANY PRODUCT PACKAGING OR LABEL. WE ARE NOT RESPONSIBLE FOR ANY HEALTH PROBLEMS THAT MAY RESULT FROM TRAINING PROGRAMS, CONSULTATIONS, PRODUCTS, OR EVENTS YOU LEARN ABOUT THROUGH THE SERVICE. SHOULD YOU HAVE ANY HEALTH RELATED QUESTIONS, PLEASE CALL OR SEE YOUR PHYSICIAN OR OTHER HEALTHCARE PROFESSIONAL PROMPTLY. IF YOU HAVE AN EMERGENCY, CALL YOUR PHYSICIAN OR YOUR LOCAL EMERGENCY SERVICES IMMEDIATELY.

YOUR USE OF THE SERVICE DOES NOT CONSTITUTE OR CREATE A DOCTOR-PATIENT, THERAPIST-PATIENT OR OTHER HEALTHCARE PROFESSIONAL RELATIONSHIP BETWEEN YOU AND THE COMPANY.

WE MAKE NO GUARANTEES CONCERNING THE LEVEL OF SUCCESS YOU MAY EXPERIENCE, AND YOU ACCEPT THE RISK THAT RESULTS WILL DIFFER FOR EACH INDIVIDUAL. THE TESTIMONIALS AND EXAMPLES THAT MAY BE PROVIDED ON THE SERVICE ARE EXCEPTIONAL RESULTS, WHICH DO NOT APPLY TO AN AVERAGE PERSON, AND ARE NOT INTENDED TO REPRESENT OR GUARANTEE THAT ANYONE WILL ACHIEVE THE SAME OR SIMILAR RESULTS.

IN ADDITION TO ALL OTHER LIMITATIONS AND DISCLAIMERS IN THESE TERMS, THE COMPANY DISCLAIMS ANY LIABILITY OR LOSS IN CONNECTION WITH THE CONTENT PROVIDED ON THE SERVICE. YOU ARE ENCOURAGED TO CONSULT WITH YOUR DOCTOR AND OTHER RELEVANT PROFESSIONALS WITH REGARD TO THE INFORMATION CONTAINED ON OR ACCESSED THROUGH THE SERVICE.

PROFILE REGISTRATION

In order to use certain features of the Service, you may need to register your profile ("Profile") and provide certain information about yourself as prompted by the registration form.

If you register the Profile, you represent and warrant to the Company that: (i) all required registration information you submit is truthful and accurate; (ii) you will maintain the

accuracy of such information; and (iii) your use of the Service does not violate any applicable law or regulation or these Terms. Otherwise, the Service may not operate correctly, and we may not be able to contact you with important notices.

The Company reserves the right to suspend or terminate your Profile, or your access to the Service, with or without notice to you, in the event that you breach these Terms.

You are responsible for maintaining the confidentiality of your Profile login information and are fully responsible for all activities that occur under your Profile. You agree to immediately notify the Company of any unauthorized use, or suspected unauthorized use of your Profile or any other breach of security. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

SERVICE

You acknowledge that all the text, images, marks, logos, compilations (meaning the collection, arrangement and assembly of information), data, other content, software and materials displayed on the Service or used by the Company to operate the Service (including the App and the Content and excluding any User Content (as defined below)) is proprietary to us or to third parties.

The Company expressly reserves all rights, including all intellectual property rights, in all of the foregoing, and except as expressly permitted by these Terms, any use, redistribution, sale, decompilation, reverse engineering, disassembly, translation or other exploitation of them is strictly prohibited. The provision of the Service does not transfer to you or any third party any rights, title or interest in or to such intellectual property rights.

The information you submit to us as part of your registration, and any data, text and other material that you may submit or post to the App ("User Content") remain your intellectual property, and the Company does not claim any ownership of the copyright or other proprietary rights in such registration information and the User Content. Notwithstanding the foregoing, you agree that the Company may retain copies of all registration information and the User Content and use such information and the User Content as reasonably necessary for or incidental to its operation of the Service and as described in these Terms and the Privacy Policy.

You grant the Company the non-exclusive, worldwide, transferable, perpetual, irrevocable right to publish, distribute, publicly display and perform the User Content in connection with the Service.

Subject to these Terms, the Company grants you a non-transferable, non-exclusive, license (without the right to sublicense) to (i) use the Service solely for your personal, non-commercial purposes, and (b) install and use the App, solely on your own handheld mobile device (e.g., iPhone, Android, etc. as applicable) and solely for your personal, non-commercial purposes.

You agree, and represent and warrant, that your use of the Service, or any portion thereof, will be consistent with the foregoing license, covenants and restrictions and will neither infringe nor violate the rights of any other party or breach any contract or legal duty to any other parties. In addition, you agree that you will comply with all applicable laws, regulations and ordinances relating to the Service or your use of it, and you will be solely responsible for your own individual violations of any such laws.

You are solely responsible for obtaining the equipment and telecommunication services necessary to access the Service, and all fees associated therewith (such as computing devices and Internet service provider and airtime charges).

We retain the right to implement any changes to the Service (whether to free or paid features) at any time, with or without notice. You acknowledge that a variety of Company's actions may impair or prevent you from accessing the Service at certain times and/or in the same way, for limited periods or permanently, and agree that the Company has no responsibility or liability as a result of any such actions or results, including, without limitation, for the deletion of, or failure to make available to you, any content or services.

Your access to and use of the Service is at your own risk. The Company will have no responsibility for any harm to your computing system, loss of data, or other harm to you or any third party, including, without limitation, any bodily harm, that results from your access to or use of the Service, or reliance on any information or advice.

The Company has no obligation to provide you with customer support of any kind. However, the Company may provide you with customer support from time to time, at the Company's sole discretion.

APP STORES, THIRD PARTY ADS, OTHER USERS

You acknowledge and agree that the availability of the App is dependent on the third party from which you received the App, e.g., the Apple App Store, and/or other app stores (collectively, "App Stores" and each, an "App Store").

You agree to pay all fees charged by the App Stores in connection with the App. You agree to comply with, and your license to use the App is conditioned upon your compliance with, all applicable agreements, terms of use/service, and other policies of the App Stores. You acknowledge that the App Stores (and their subsidiaries) are a third party beneficiary of these Terms and will have the right to enforce these Terms.

The Service may contain links to third party websites or resources and advertisements for third parties (collectively, "Third Party Ads"). Such Third Party Ads are not under the control of the Company and the Company is not responsible for any Third Party Ads. The Company provides these Third Party Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Ads. Advertisements and other information provided by Third Party Sites Ads may not be wholly accurate. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. When you link to a third party site, the applicable service provider's terms and policies, including privacy and data gathering practices govern. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party. Your transactions and other dealings with Third Party Ads that are found on or through the App, including payment and delivery of related goods or services, are solely between you and such merchant or advertiser.

Each user of the Service is solely responsible for any and all his or her User Content. Because we do not control the User Content, you acknowledge and agree that we are not responsible for any User Content and we make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content, and we assume no responsibility for any User Content. Your interactions with other Service users are solely between you and such user. You agree that the Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Service user, we are under no obligation to become involved.

You hereby release us, our officers, employees, agents and successors from claims, demands any and all losses, damages, rights, claims, and actions of any kind including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from any interactions with or conduct of any App Store, any other Service users, or any Third Party Ads.

SUBSCRIPTION FEES AND PAYMENT

Certain features of the Service may be offered on a subscription basis for a fee. You may purchase a subscription directly from the Company or through an App Store either by (1) paying a subscription fee in advance on a recurring interval disclosed to you prior to your purchase; or (2) pre-payment giving you access to the Service for a specific time period (together or separately "Purchase").

To the maximum extent permitted by applicable laws, we may change Purchase fees at any time. We will give you reasonable notice of any such pricing changes by posting the new prices on or through the App and/or by sending you an e-mail notification, or in other prominent way. If you do not wish to pay the new fees, you can cancel the applicable subscription prior to the change going into effect or/and abstain from pre-paying for access to the Service.

You authorize us and the App Stores to charge the applicable fees to the payment card that you submit.

By signing up for certain subscriptions, you agree that your subscription may be automatically renewed. Unless you cancel your subscription you authorize us and the App Stores to charge you for the renewal term. The period of auto-renewal will be the

same as your initial subscription period unless otherwise disclosed to you on the Service. The renewal rate will be no more than the rate for the immediately prior subscription period, excluding any promotional and discount pricing, unless we notify you of a rate change prior to your auto-renewal. You must cancel your subscription in accordance with the cancellation procedures disclosed to you for the particular subscription. We will not refund fees that may have accrued to your account and will not prorate fees for a cancelled subscription.

We may offer a trial subscription for the Service. Trial provides you access to the Service for a period of time, with details specified when you sign up for the offer. Unless you cancel before the end of the free trial, or unless otherwise stated, your access to the Service will automatically continue and you will be billed the applicable fees for the Service. It is ultimately your responsibility to know when the free trial will end. We reserve the right, in our absolute discretion, to modify or terminate any free trial offer, your access to the Service during the free trial, or any of these terms without notice and with no liability. We reserve the right to limit your ability to take advantage of multiple free trials.

The Service and your rights to use it expire at the end of the paid period of your subscription. If you do not pay the fees or charges due, we may make reasonable efforts to notify you and resolve the issue; however, we reserve the right to disable or terminate your access to the Service (and may do so without notice).

Subscriptions purchased via an App Store are subject to such App Store's refund policies. This means we cannot grant refunds. You will have to contact an App Store support.

You agree that the Purchase is final, that Company will not refund any transaction once it has been made and that the Purchase cannot be canceled. When you make the Purchase, you acknowledge and agree that all Purchases are non-refundable or exchangeable. Since the Service is of a digital nature, we cannot accept any request for refunds and therefore your right of withdrawal is lost at this point. The Company may provide refunds at its own discretion and subject to our policies that may be published from time to time.

We may post clear and conspicuous subscription terms from time to time on our websites and within the Apps.

USER REPRESENTATIONS AND RESTRICTIONS

By using the Service, you represent and warrant that:

- you have the legal capacity and you agree to comply with these Terms;
- you will not access the Service through automated or non-human means, whether through a bot, script or otherwise;
- you will not use the Service for any illegal or unauthorized purpose;
- 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;
- you are not listed on any U.S. government list of prohibited or restricted parties;
- and
- your use of the Service will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to refuse any and all current or future use of the Service (or any portion thereof).

You may not access or use the Service for any purpose other than that for which we make the Service available. The Service may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Service, you agree not to:

- systematically retrieve data or other content from the Service to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
- make any unauthorized use of the Service;

make any modification, adaptation, improvement, enhancement, translation, or derivative work from the Service;
use the Service for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended;
make the Service available over a network or other environment permitting access or use by multiple devices or users at the same time;
use the Service for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the Service;
use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the Service;
circumvent, disable, or otherwise interfere with security-related features of the Service;
engage in unauthorized framing of or linking to the Service;
interfere with, disrupt, or create an undue burden on the Service or the networks or services connected to the Service;
decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Service;
attempt to bypass any measures of the Service designed to prevent or restrict access to the Service, or any portion of the Service;
upload or distribute in any way files that contain viruses, worms, trojans, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Service, or using or launching any unauthorized script or other software;
use the Service to send automated queries to any website or to send any unsolicited commercial e-mail;
disparage, tarnish, or otherwise harm, in our opinion, us and/or the Service;
use the Service in a manner inconsistent with any applicable laws or regulations;
or
otherwise infringe these Terms.

ADDITIONAL DISCLAIMER OF WARRANTIES

a. Basic Disclaimers of Warranties

Except where otherwise inapplicable or prohibited by law to the fullest extent permitted by law, you expressly understand and agree that your use of the Service is at your sole risk, and the Service is provided on an "as is" and "as available" basis.

The Company or its affiliates, officers, employees, agents, partners, and licensors expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement as well as any and all warranties as to products or services offered by businesses listed on the service. The released parties make no, and expressly disclaim any warranty that:

- (i) the Service will meet your requirements,

(ii) the Service will be uninterrupted, timely, secure, or error-free,

(iii) the results that may be obtained from the use of the Service, including data, will be accurate or reliable,

(iv) the quality of any data or service available on the Service will meet your expectations, and

(v) any errors in the service will be corrected.

Any material obtained through the use of the Service is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from the use of any such material.

We cannot guarantee and do not promise any specific results from use of the App and/or the Service. You agree also to take the risks of interruption of the Service for any technical reasons.

b. Absence of Any Advice on the Service

Any statement that may be posted on the Service is for informational and entertainment purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice.

The Company makes no representations or warranties and, to the fullest extent permitted by law, expressly disclaims any and all liability relating to your reliance on the statements or other information offered or provided within or through the Service. If you have specific concerns or a situation arises in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist.

c. Change of Website Information and Service

We may change all the information provided on the Service at our sole discretion without notice.

We may at any time modify or discontinue, temporarily or permanently, the Service (or any part thereof) at our sole discretion with or without notice. You agree that we shall not be liable to you or any third party for any modification, suspension or discontinuance of the Service.

LIMITATION OF LIABILITY

IN NO EVENT SHALL WE (AND OUR AFFILIATES) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SERVICE

(INCLUDING THE APP OR CONTENT), OR THIRD PARTY ADS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICE (INCLUDING THE APP, CONTENT AND USER CONTENT), AND THIRD PARTY ADS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTING SYSTEM OR LOSS OF DATA RESULTING THEREFROM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, YOU AGREE THAT THE AGGREGATE LIABILITY OF THE COMPANY TO YOU FOR ANY AND ALL CLAIMS ARISING FROM THE USE OF THE APP, CONTENT OR SERVICE IS LIMITED TO THE AMOUNTS YOU HAVE PAID TO THE COMPANY FOR ACCESS TO AND USE OF THE SERVICE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE TERMS BETWEEN THE COMPANY AND YOU.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

INDEMNITY

You agree to indemnify and hold the Company, its successors, subsidiaries, affiliates, any related companies, its suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (i) your use of the Service, (ii) your User Content, or (ii) your violation of these Terms.

The Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of the Company. The Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

INTERNATIONAL USE

The Company makes no representation that the Service is accessible, appropriate or legally available for use in your jurisdiction, and accessing and using the Service is prohibited from territories where doing so would be illegal. You access the Service at your own initiative and are responsible for compliance with local laws.

MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER

Please read this arbitration provision carefully to understand your rights.

- (a) All claims must be resolved through binding arbitration by a neutral arbitrator;
- (b) You are waiving the right to a trial by jury; the rights that you would have if you went to court, such as discovery or the right to appeal, may be more limited or may not exist;
- (c) You may only bring a claim in your individual capacity and not as a plaintiff (lead or otherwise) or class member in any purported class or representative proceeding;
- (d) The arbitrator may not consolidate proceedings or claims or otherwise preside over any form of a representative or class proceeding.

a. Mandatory Arbitration

This arbitration agreement provides that all disputes must be resolved through BINDING ARBITRATION whenever you or we choose to submit or refer a dispute to arbitration. You and the Company, and each of our respective agents, corporate parents, subsidiaries, affiliates, predecessors

in interest, successors, and assigns, agree to BINDING ARBITRATION (except for matters that may be taken to small claims court), as the exclusive form of dispute resolution except as provided for below, for all disputes and claims arising out of or relating to these Terms (including the Privacy Policy) or the Service, unless you are located in a jurisdiction that prohibits the exclusive use of arbitration for dispute resolution. YOU AGREE THAT, BY ENTERING INTO THESE Terms, you and we are each waiving the right to a trial by jury or to participate in a class action.

b. Waiver of Class Action and Collective Relief

There shall be no right or authority for any claims to be arbitrated or litigated on a class action, joint or consolidated basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other users of the Services, or any other persons. The arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that individual party's claim. The arbitrator may not award relief for or against anyone who is not a party. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. This waiver of class actions and collective relief is an essential part of this arbitration provision and cannot be severed from it.

c. Arbitration Procedures.

Any disputes arising out of or in connection with these Terms, including any questions regarding its existence, validity, or termination, shall be referred to and finally resolved by BINDING ARBITRATION under the London Court of International Arbitration ("LCIA") Rules in force when the Notice of Arbitration is submitted, which Rules are deemed to be incorporated by reference into this clause.

- *Overview.* Arbitration is an alternative to litigation where a neutral person (the arbitrator) hears and decides the parties' dispute. Arbitration proceedings are designed to provide parties with a fair hearing in a manner that is faster and less formal than court proceedings. The following procedures (the "Arbitration Procedures") are applicable to all arbitration proceedings involving you and us.
- *Pre-Arbitration Dispute Resolution.* We are always interested in resolving disputes amicably and efficiently. Therefore, before you commence an arbitration, we suggest that you contact us to explain your complaint, as we may be able to resolve it without the need for arbitration. You may contact us online at email address indicate in Section 15.
- *Administrator.* The administrator for the arbitration is the LCIA, a non-profit organization that is not affiliated with us. The arbitrator who will hear and decide your dispute will be appointed by the LCIA in accordance with its rules. Information about the LCIA's rules and fees can be found at: https://www.lcia.org/Dispute_Resolution_Services/lcia-arbitration-rules-2014.aspx.
- *Seat of Arbitration.* The seat of the arbitration shall be London, United Kingdom.
- *Choice of Law.* The governing law applicable to the arbitration agreement and the arbitration shall be the laws of England and Wales (also known as English Law), without regard to English Law's conflict of laws rules.
- *Language.* The language of the arbitration shall be English.
- *Applicable Rules.* The arbitration will be governed by the LCIA's Arbitration Rules ("LCIA Rules"), as modified by these Arbitration Procedures. If there is any inconsistency between the LCIA's Rules and these Arbitration Procedures, the Arbitration Procedures will control. However, if the arbitrator determines that strict application of the Arbitration Procedures would not result in a fundamentally fair arbitration, the arbitrator may make any order necessary to provide a fundamentally fair arbitration that is consistent with the LCIA Rules.
- *Commencing an Arbitration.* To commence an arbitration against us, you must complete a written request for arbitration, submit it to the LCIA, and send a copy to us at email address indicate in Section 15. To learn more about commencing an arbitration and to obtain a form to institute arbitration, see the LCIA's online filing page, <https://onlinefiling.lcia.org/>. You may represent yourself in the arbitration or have a lawyer (or some other representative) act on your behalf. Upon receipt of an arbitration claim, we may assert any counterclaims it may have against the complaining party.
- *Fees.* You are responsible for paying your portion of the fees set forth in the LCIA's Schedule of LCIA Arbitration Costs and as determined by the Arbitral Tribunal under LCIA Rules. We will pay all remaining fees. If your claim against us is for less than USD1,000, we will pay all fees. You may hire an attorney to represent you in arbitration. You are responsible

for your attorneys' fees and additional costs. Notwithstanding anything in this Arbitration Provision to the contrary, we will pay all fees and costs that we are required by law to pay.

- *Selection of the Arbitrator.* The arbitrator who will hear and decide your dispute will be appointed by the LCIA in accordance with its rules.

- *Discovery.* Each party may (a) request relevant, non-privileged documents from the other party; and (b) request that the other party provide the particulars of its claims or defenses.

Any such discovery requests must be served on the other party within 10 days after the arbitrator's appointment. The responding party shall provide the requesting party with all responsive, non-privileged documents, the requested particulars, and/or any objections to the requests within 15 days after receipt of the requests. Any disputes about discovery or requests for extensions shall be submitted promptly to the arbitrator for prompt resolution. In ruling on any discovery dispute or extension request, the arbitrator shall take into consideration the nature, amount, and scope of the underlying arbitration claim, the cost and other effort what would be involved in providing the requested discovery, the case schedule, and whether the requested discovery is necessary for the adequate preparation of a claim or defense.

- *Communications with the Arbitrator.* Whenever communicating with the arbitrator, the parties must include each other – for example, by including the other party on a telephone conference call and copying the other party on any written submissions, such as letters or emails. To the extent practicable, conferences with the arbitrator will take place by telephone conference call or email. Ex parte communications are not permitted with any arbitrator.

- *Confidentiality.* Upon either party's request, the arbitrator will issue an order requiring that confidential information of either party disclosed during the arbitration (whether in documents or orally) may not be used or disclosed except in connection with the arbitration or a proceeding to enforce the arbitration award and that any permitted filing of confidential information must be done under seal.

- *Arbitration Award.* The arbitrator will render a written decision within 14 days after the hearing or, if no hearing was held, within 30 days after any rebuttal or supplemental statements are due. The decision must clearly specify the relief, if any, awarded and contain a brief statement of the reasons for the award.

- *Waiver of Appeal.* The parties waive any right to refer any question of law and any right of appeal on the law and/or the merits to any court.

- *Survivability.* This arbitration provision shall survive termination of this Terms.

GOVERNING LAW

These Terms shall be governed in accordance with the laws of England and Wales (excluding its body of law governing conflicts of law).

To the extent that any action relating to any dispute hereunder is for whatever reason not submitted to arbitration, each of the parties submits to the exclusive jurisdiction to the courts of England and Wales to settle any disputes which may arise out of or in connection with this Terms and that accordingly proceedings must be brought in such courts.

The parties irrevocably submit to the personal jurisdiction and venue of the courts of England and waive any defenses of improper venue or forum non conveniens.

MISCELLANEOUS PROVISIONS

No delay or omission by us in exercising any of our rights occurring upon any noncompliance or default by you with respect to these Terms will impair any such right or be construed to be a waiver thereof, and a waiver by the Company of any of the covenants, conditions or agreements to be performed by you will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement hereof contained.

Subject to Section 12, if any provision of these Terms is found to be invalid or unenforceable, then these Terms will remain in full force and effect and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law.

Except as otherwise expressly provided herein, these Terms set forth the entire agreement between you and the Company regarding its subject matter, and supersede all

prior promises, agreements or representations, whether written or oral, regarding such subject matter.

The Company may transfer or assign any and all of its rights and obligations under these Terms to any other person, by any way, including by novation, and by accepting these Terms you give the Company consent to any such assignment and transfer. You confirm that placing on the Service of a version of these Terms indicating another person as a party to the Terms shall constitute valid notice to you of the transfer of Company's rights and obligations under the Terms (unless otherwise is expressly indicated).

All information communicated on the Service is considered an electronic communication. When you communicate with us through or on the Service or via other forms of electronic media, such as e-mail, you are communicating with us electronically. You agree that we may communicate electronically with you and that such communications, as well as notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication. You further acknowledge and agree that by clicking on a button labeled "SUBMIT", "CONTINUE", "REGISTER", "I AGREE" or similar links or buttons, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by these Terms. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SERVICE.

In no event shall the Company be liable for any failure to comply with these Terms to the extent that such failure arises from factors outside the Company's reasonable control.

CONTACT

If you want to send any notice under these Terms or have any questions regarding the Service, you may contact us at: alex@lifewheel.us.

I HAVE READ THESE TERMS AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.