
TERMS OF USE FOR WWW.KWIKFEET.CO

Last Modified: April 11, 2024

1) ACCEPTANCE OF THE TERMS OF USE

Kwikfeet LLC (“**Company**”, “**we**,” “**us**” or “**our**”) provides fitness programs. These Terms of Use govern and apply to all persons who access or use (“**User**,” “**you**” or “**your**”) our services, consisting of the website www.kwikfeet.co (the “**Website**”), including any software, features, content, functionality, or other services offered thereon, whether as a guest, registered user, buyer or seller (collectively the “**Services**”).

Please read our Terms of Use and Privacy Policy before using any of our Services. By accessing, installing, or otherwise using any of the Services, you acknowledge that you have read the following terms and conditions, understand them, and agree to be bound and abide by them, together with any documents they expressly incorporate by reference (collectively, the “**Terms**”). If you do not agree to all of these Terms, you must not access or use the Services.

You must be at least 18 years of age or older, to use the Services. By creating an account or using the Services, you represent and warrant that you are 18 years of age or older and can enter into legally binding agreements under applicable law. If you do not meet these requirements, you must not access or use the Services. If you allow any minors under the age of 18 to access or use the Services, you shall be solely responsible for their uses of the Services, and you shall indemnify us against any losses, claims or damages that may result.

THESE TERMS OF USE CONTAIN AN ARBITRATION PROVISION, WHICH STATES THAT ALL DISPUTES ARISING UNDER THESE TERMS OF USE SHALL BE RESOLVED THROUGH BINDING ARBITRATION. PLEASE REVIEW THE [DISPUTE RESOLUTION](#) SECTION BELOW.

2) CHANGES TO THE TERMS OF USE

Changes to Services: We may revise and update these Terms from time to time in our sole discretion. We shall notify you when such changes are made, and all changes are effective immediately when we post them. Any changes to the [Dispute Resolution](#) provisions will not apply to any disputes for which the parties have actual notice prior to the date the change is posted. Your continued use of the Services following the posting of revised Terms means that you accept and agree to the changes. You are expected to check the Terms page from time to time so you are aware of any changes, as they are binding on you.

Availability of Services: Services may be interrupted from time to time, for maintenance, repairs, upgrades, or network or equipment failures.

3) CHANGES TO THE SERVICES

Changes to Services: We reserve the right to withdraw or amend the Services, and any service or material we provide through the Services, in our sole discretion without notice. We may discontinue some or all of the Services, features or functionality for certain platforms at any time. We will not be liable if, for any reason, all or any part of the Services are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services, or all of the Services, to users, including registered users. We may update content on the Services from time to time, but any of the content on the Services may be out of date at any given time, and we are under no obligation to update such content.

Availability of Services: Services may be interrupted from time to time, for maintenance, repairs, upgrades, or network or equipment failures.

4) ACCESSING THE SERVICES & ACCOUNT SECURITY

Access & Data Plan: You are responsible for obtaining all necessary devices, and data connections for using the Services, for making all arrangements necessary for you to have an Internet connection, and access to the Services, and for all fees, taxes, or carrier data plans, associated with your use of the Services. We do not provide any such services or devices.

Privacy Policy & Use of Information: Our Privacy Policy explains our information collecting and use practices. All information we collect through the Services, including but not limited to the information you provide during registration, or otherwise, is subject to, and governed by our [Privacy Policy](#). By accessing, installing, or otherwise using any of the Services, you agree to be bound by the Privacy Policy, and consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Third-Party Access: If any other person accesses the Services through your Internet connection or account, you are responsible for ensuring that all such persons are aware of these Terms and comply with them.

5) AUTHORIZED & PROHIBITED USES

Authorized & Non-Commercial Uses: You agree to use the Services only for the purpose of registration. You may use the Services only for lawful, authorized, and acceptable purposes, and in accordance with these Terms. These Terms permit you to use the Services for your personal, non-commercial use only. You must not access or use for any commercial purposes any part of the Services or materials available through the Services.

Unauthorized & Prohibited Uses: You agree not to use the Services:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export or trade of data or software to and from the US or other countries).
- In any way that violates, misappropriates, or infringes the rights of the Company, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights.
- To send, knowingly receive, upload, download, use or re-use any material that does not comply with the [Content Standards](#) set forth in these Terms.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter,” “bulk messaging,” “auto-messaging,” “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Services, or which, as determined by us, may harm the Company, or users of the Services, or expose them to liability.
- In any manner that is fraudulent or illegal, or that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.

Harm to Software: Additionally, you agree not to:

- Use any device, software or routine, or otherwise use the Services in any manner, that could disable, overburden, damage, interfere, impair or disrupt any part of the Services, or interfere with any other party’s use of the Services, including their ability to engage in real time activities through the Services.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Services, the server on which the Services are stored, or any server, computer or database connected to the Services.
- Use any robot, spider or other automatic device, process or means to access, retrieve, crawl, scrape, or otherwise index, any portion of the Services for any purpose, including but not limited to posted items, user profiles, names, addresses or photos.
- Use any manual process to monitor or copy any of the material on the Services or for any other unauthorized purpose without our prior written consent.
- Collect the information of or about our users in any impermissible, unauthorized or prohibited manner.

- Implement or introduce any viruses, trojan horses, worms, logic bombs, denial-of-service attacks, distributed denial-of-service attacks, or other material that is malicious or technologically harmful.
- Otherwise attempt to interfere with the proper working of the Services in any way.

6) OWNERSHIP & INTELLECTUAL PROPERTY RIGHTS

Intellectual Property Ownership: The Services and its entire contents, features and functionality (including but not limited to all information, software, text, displays, documents, images, illustrations, photographs, auction listings, graphics, domains, logos, slogans, video, audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other respective providers of such material, and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws ("**Intellectual Property**"). You may not use any such Intellectual Property without our express authorization, and in accordance with these Terms.

Trademarks: The Company name, the Company logo, and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such trademarks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on the Services are the trademarks of their respective owners.

License: We grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the Services in accordance with these Terms. This license is for the sole purpose of allowing you to access or use the Services as authorized, and no other rights or licenses are granted by implication or otherwise.

Prohibited Uses. You must not reproduce, distribute, modify, create derivative works of, reverse engineer, decompile, alter, publicly display, publicly perform, republish, download, store, extract, sell, resell, rent or transmit any Intellectual Property, User Contributions, or other material on the Services. You must not delete or alter any copyright, trademark or other proprietary rights notices from the Services.

Downloads: For desktop, mobile or other applications offered for download, you may download one (1) single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

Infringement: If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Services in breach of the Terms, your right to use the Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in the Services or any content on the Services is transferred to you, and all rights not expressly granted in these Terms are reserved by the Company. Any use of the Services not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.

7) RELIANCE ON INFORMATION POSTED

General Purposes: The information presented by us on or through the Services is made available solely for general information purposes, and referenced resources may change from time to time. We do not warrant the accuracy, completeness or usefulness of such information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other users of the Services, or by anyone who may be informed of any of its contents.

No Liability for Third-Party Content: The Services may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, advertisers, syndicators, aggregators or reporting services. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties. All statements and opinions expressed in such content, and all responses to such content are solely the opinions and responsibility of the party providing such content. Such content does not necessarily reflect the opinion of the Company.

8) NOTICE AND TAKEDOWN PROCEDURE FOR COPYRIGHT COMPLAINTS

DMCA: It is our policy to expeditiously respond to clear notices of alleged copyright infringement that comply with the United

States Digital Millennium Copyright Act (“**DMCA**”). The following instructions are intended to expedite the process of submitting notices of alleged infringement, while reducing the number of fraudulent or ambiguous notices we receive.

Notice & Takedown: It is expected that all users of the Services will comply with applicable copyright laws. However, if we receive proper takedown notification of alleged copyright infringement, our response will be to remove or disable access to all such material. It is our policy to terminate the user accounts of repeat infringers. If we remove or disable any such access in response to a notice, we will make a good-faith effort to contact the account owner so they may make a counter notification.

Reporting Infringement: If you believe that any User Contributions violate your copyright, trademark or other intellectual property, please follow the instructions below for sending us a notice of infringement. Please note, you may be liable for damages (including costs and attorneys’ fees) for materially misrepresenting that material is infringing your intellectual property. If you are unsure whether online material constitutes infringement, we suggest you first contact an attorney.

Infringement Notification: If you believe any User Contribution constitutes infringement of your copyrighted work, or other violation of your intellectual property rights, please provide the following information in a written communication:

- Identification of the copyright work or works claimed to be infringed.
- Identification of the material claimed to be infringing, and that should be removed, and information reasonably sufficient to permit us to locate the material.
- Information reasonably sufficient to permit us to contact you, such as an address, phone number and email address.
- The following statement: “I have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.”
- The following statement: “I swear, under penalty of perjury, that the information in the notification is accurate, and that I am the copyright owner, or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.”
- A physical or electronic signature of the owner of an exclusive right that is allegedly infringed, or person authorized to act on the owner’s behalf.

Designated Agent: All notices of copyright infringement claims should be sent to our designated agent at: [\[EMAIL ADDRESS\]](#).

9) ENFORCEMENT & TERMINATION

Enforcement: We have the right to:

- Refuse to service to anyone for any reason at any time.
- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms, including the [User Content Standards](#), infringes any intellectual property right or other right of any person or entity, is unlawful, threatening, defamatory, threatens the personal safety of users of the Services or the public, or could create liability for the Company.
- Reclaim usernames on behalf of businesses or individuals that hold legal claim or trademark to those usernames.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
- Disable any username, password or other identifier, whether chosen by you or provided by us, at any time, in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.
- Terminate, suspend or modify your access to or use of all or part of the Services at any time for any reason, including for any violation of these Terms, creating a risk of harm to the Company or its users.

No Liability: We do not have an obligation to monitor or review any User Contribution before it is posted on the Services, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, User Contribution, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Law Enforcement: Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, AS A RESULT OF, OR CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR OTHER LAW ENFORCEMENT AUTHORITIES.

Content Storage: Deleted content may be stored by us in order to comply with certain legal obligations and is not retrievable without a valid court order. We encourage you to maintain your own backup of your User Contributions. We will not be liable for any modification, suspension, discontinuation, or loss of any User Contributions, or other user content.

10) INTEGRATION WITH THIRD PARTY SERVICES & POLICIES

Third-Party Policies: We may integrate or connect other third-party services, products or content, to work in connection with our Services (such as social sharing, cloud storage or payment processors). Please be advised that when you access or use third-party services, those services are governed by the third party's terms of use and policies.

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

11) LINKING TO THE SERVICES & SOCIAL MEDIA FEATURES

Linking: You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. However, you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

Social Media: The Services may provide certain social media features that enable you to link to content on the Services, send communications with content or links through the Services, or display limited portions of content on other sites. You may use these features solely as provided, with respect to the content they are displayed with. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Services or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Otherwise take any action with respect to the materials on this Services that is inconsistent with any other provision of these Terms of Use.

Removal: You agree to cooperate with us in causing any unauthorized framing or linking to immediately cease. We reserve the right to withdraw linking permission without notice, and may disable all or any social media features and any links at any time without notice in our discretion.

12) DISCLAIMER OF WARRANTIES

You understand that we cannot and do not guarantee or warrant that files available for downloading from the Internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Services for any reconstruction of any lost data.

YOU UNDERSTAND THAT YOUR USE OF THE SERVICES, ITS CONTENT AND ANY MATERIALS OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, ITS CONTENT AND ANY SERVICES, MATERIALS OR ITEMS OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY EXPLICITLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR PARTICULAR PURPOSE AND THOSE ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SERVICES, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

WE ARE NOT RESPONSIBLE FOR CONTROLLING AND DO NOT CONTROL, HOW OUR USERS USE OUR SERVICES, OR THE ACTIONS, INFORMATION OR USER CONTRIBUTIONS OF OUR USERS OR OTHER THIRD PARTIES. YOU HEREBY RELEASE THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS, FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, JUDGMENTS, AWARDS, LOSSES, COSTS, EXPENSES OR FEES (INCLUDING REASONABLE ATTORNEYS' FEES) YOU MAY HAVE THAT ARISE OUT OF OR RELATE TO SUCH USERS OR THIRD PARTIES. BY THIS RELEASE, YOU WAIVE ANY RIGHTS YOU MAY HAVE UNDER CALIFORNIA CIVIL CODE §1542, OR ANY SIMILAR APPLICABLE STATUTE OR LAW OF ANY OTHER JURISDICTION, 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. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES, OR ITEMS OBTAINED THROUGH THE SERVICES, OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

13) LIMITATION ON LIABILITY

THE COMPANY, ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE, THAT ARISE OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SERVICES OR SUCH OTHER WEBSITES OR ANY SERVICES, MATERIALS OR ITEMS OBTAINED THROUGH THE SERVICES OR SUCH OTHER SERVICES.

[IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE GREATER AMOUNT OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID TO COMPANY FOR THE APPLICABLE SERVICES OR PURCHASES IN THE LAST TWELVE (12) MONTHS.] THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

14) INDEMNIFICATION

You agree to indemnify, defend and hold harmless the Company, its affiliates, licensors and service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable costs and attorneys' fees) arising out of or relating to: (a) the violation of these Terms by you or anyone using your account; (b) your use or misuse of, or access to the Services, including, but not limited to, your User Contributions, and your use of any information obtained from the Services; (c) your interaction with any users; and (d) any other uses other than as expressly authorized in these Terms.

15) GOVERNING LAW & JURISDICTION

All matters relating to the Services and these Terms, and any dispute or claim arising therefrom or related thereto (including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California in the United States of America, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of, or related to, these Terms or the Services shall be instituted exclusively in the federal courts of the United States City located in the State of California County of Ventura, or the state courts, and arbitration forums, in the State of California County of Ventura, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

16) GEOGRAPHIC RESTRICTIONS

The owner of the Services is based in the state of California in the United States. We make no claims that the Services or any of its content is accessible or appropriate outside of the United States. Our services are not intended for use in any country where such use would violate local law or would subject the Company to the laws or regulations of another country. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws. We reserve the right to limit our Services in any country.

You agree to not download or use the Services if you are located in a restricted country, if you are listed on any US or non-US restricted parties list, or for any reason prohibited by export and trade laws, and you agree not to disguise your location through IP proxy or other methods. You agree to not, directly or indirectly, export, provide or otherwise transfer our Services to any individual, entity prohibited by export and trade laws, to anyone on US or non-US government restricted parties lists, or for any purposes prohibited by export and trade laws, including nuclear, chemical or biological weapons, or missile technologies without the required government authorizations.

17) DISPUTE RESOLUTION

Arbitration: For any dispute between you and the Company, arising from the use of these Terms or the Services (including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, and your right to privacy or publicity), you agree to first contact the Company and attempt to resolve the dispute with us informally. In the unlikely event that we have not been able to resolve the dispute informally, the Company may, at its sole discretion, require users located in the United States to submit any disputes to final and binding arbitration in the State of California County of Ventura, under the Rules of Arbitration of the American Arbitration Association, applying California law. Nothing in this section shall prevent either party from seeking injunctive or equitable relief from the courts for matters related to intellectual property rights or unauthorized access to the Services. ALL SUCH USERS AGREE TO WAIVE THE RIGHT TO TRIAL, EXCEPT FOR MATTERS THAT MAY BE BROUGHT IN SMALL CLAIMS COURT. YOU MAY REVIEW THE AAA RULES AT WWW.ADR.ORG.

No Class Actions: You and the Company agree that all users located in the United States may only bring disputes against the Company on their own behalf, and not on behalf of any other person or entity, or any class of people. You and the Company agree not to participate in any class action, class arbitration, or consolidated disputes.

Limitation On Time To File Claims: ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

18) GENERAL TERMS

Amendments & Waivers: Any amendment or waiver to our Terms of Use requires our express consent.

No Refunds: We do not provide refunds for our Services, unless required by law.

Waiver: No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

Severability: If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Transferability: The Company may freely assign any of its rights and obligations under these Terms, to any of its affiliates, or in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law, and the Company may transfer your information to any of our affiliates, successor entities, or new owner. You may not transfer any of your rights or obligations under these Terms without prior written consent from the Company.

Language: Our Terms are written in English. Any translated version is provided for your convenience. If any translated version of our Terms conflict with the English version, the English version shall control.

Entire Agreement: The Terms, and all other policies incorporated herein by reference, constitute the sole and entire agreement between you and the Company with respect to the Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Services. If any future Terms are agreed to, such future Terms shall govern.

19) YOUR QUESTIONS & COMMENTS

We always welcome any feedback you may have about Kwikfeet LLC or our services. All feedback, comments, requests for technical support and other communications relating to the Terms or Services should be directed to:

Email: www.kwikfeetco@gmail.com

Mail: 1198 Lantana St Camarillo, CA 93010

These Services are operated by Kwikfeet LLC.