

GYM FORCE, LLC
TERMS AND CONDITIONS OF USE AND PRIVACY POLICY

Last Updated: September 1, 2025

IMPORTANT NOTICE

PLEASE CAREFULLY READ AND UNDERSTAND THESE TERMS AND CONDITIONS OF USE AND PRIVACY POLICY (“TERMS”) BEFORE ACCESSING OR USING ANY GYM FORCE, LLC WEBSITE OR SERVICE.

THESE TERMS CONTAIN DISCLAIMERS OF WARRANTIES, LIMITATIONS OF LIABILITY, AND A MANDATORY ARBITRATION AGREEMENT WITH A CLASS ACTION WAIVER.

BY ACCESSING OR USING OUR WEBSITE OR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE THE WEBSITE OR SERVICES.

Please print and retain a copy of this Agreement for your records.

SECTION 1 – ACCEPTANCE OF TERMS; WEBSITE USE

These Terms govern your access to and use of the following:

- <https://www.gymforcetx.com>
- <https://gymforcetx.net/squeeze-page-gymforce>
- Any landing pages, subdomains, or online properties owned by Gym Force, LLC (collectively, the “Website”)

The Website is owned and operated by Gym Force, LLC (“Gym Force,” “Company,” “we,” “us,” “our”). The terms “you” and “your” refer to any user or customer of the Website or Services.

By accessing or using the Website or any products, content, or services offered through it (collectively, the “Services”), you:

1. Represent that you are at least the age of majority in your state or province and have the legal capacity to enter a binding contract; and

2. Agree to be bound by these Terms and any additional policies referenced herein.

If you do not agree with these Terms, you are not authorized to use the Website.

We reserve the right, at our sole discretion, to update or modify these Terms at any time. Changes will be posted on the Website. Your continued use of the Website after changes are posted constitutes acceptance of the revised Terms.

SECTION 2 – INTELLECTUAL PROPERTY; LICENSE AND PERMITTED USE

All content and materials on the Website are owned by or licensed to Gym Force, LLC and are protected by U.S. and international intellectual property laws. This includes, without limitation:

- Text, written materials, scripts
 - Logos, trademarks, slogans, branding
 - Images, photos, graphics, icons
 - Videos, audio recordings, training modules
 - Website layout, design, and “look and feel”
 - Training sessions, programs, downloadable materials
 - User stories, testimonials, transformation images
- (collectively, the “Content”)

You may not copy, reproduce, distribute, upload, transmit, publish, modify, or create derivative works from any Content without our prior written consent.

We grant you a limited, revocable, non-transferable, non-sublicensable license to access and use the Website for your personal, non-commercial use only, subject to these Terms.

You agree you will not:

- Use the Website for any unlawful purpose
- Attempt unauthorized access to the Website or any systems
- Use automated tools (robots, spiders, scrapers) without permission
- Upload or transmit harmful, defamatory, obscene, or illegal content
- Interfere with Website functionality or security
- Use any Gym Force trademarks without written permission

SECTION 3 – DISCLAIMERS OF WARRANTIES

Except where prohibited by law:

YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE AND SERVICES IS AT YOUR SOLE RISK.

THE WEBSITE, SERVICES, AND ALL CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

WE DISCLAIM ALL WARRANTIES INCLUDING:

- MERCHANTABILITY
- FITNESS FOR A PARTICULAR PURPOSE
- TITLE
- NON-INFRINGEMENT
- ACCURACY, RELIABILITY, OR COMPLETENESS OF INFORMATION
- THAT THE WEBSITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE
- THAT DEFECTS WILL BE CORRECTED
- THAT THE WEBSITE OR SERVERS ARE FREE FROM VIRUSES OR HARMFUL COMPONENTS

You agree that we may modify, suspend, or discontinue the Website or any Services at any time without notice.

SECTION 4 – LIMITATIONS OF LIABILITY

Except where prohibited by law:

IN NO EVENT SHALL GYM FORCE, ITS OWNERS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING:

- LOST PROFITS
- LOST REVENUE
- LOSS OF DATA
- BUSINESS INTERRUPTION
- REPLACEMENT COSTS
- OR ANY OTHER SIMILAR DAMAGES

Even if advised of the possibility of such damages.

If Gym Force is found liable under any theory, liability is limited to the lesser of:

1. \$1,000.00 USD, or
2. The total amount paid by you to the Company during the six (6) months preceding the claim.

Some states do not allow limitations on implied warranties, so these limitations may not apply to you.

SECTION 5 – DISPUTE RESOLUTION; MANDATORY ARBITRATION; CLASS ACTION WAIVER

PLEASE READ CAREFULLY. THIS SECTION AFFECTS YOUR LEGAL RIGHTS.

Except where prohibited by law, any dispute, controversy, or claim arising out of or relating to these Terms, the Website, or Services shall be resolved exclusively by final and binding confidential arbitration, not in court.

By agreeing to arbitration:

- YOU WAIVE THE RIGHT TO A JURY TRIAL
- YOU WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION

Arbitration shall be administered by the American Arbitration Association (“AAA”) under its applicable rules.

Arbitration must be commenced within one (1) year of the claim arising or it is permanently barred.

Unless the amount in controversy is \$500 or less (in which case arbitration may be conducted in writing or by phone), arbitration will occur in Austin, Texas unless both parties agree otherwise.

The arbitrator shall:

- Apply Texas law
- Have the exclusive authority to decide issues of arbitrability
- Issue a written, final, binding decision

Exceptions:

You may bring an individual claim in small claims court. The Company may seek injunctive relief in court to protect intellectual property or prevent breach of these Terms.

If the class action waiver is found unenforceable, this entire arbitration provision is void.

SECTION 6 – INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Gym Force, LLC and its employees, contractors, officers, affiliates, and agents from any claims, damages, losses, liabilities, or expenses (including attorneys' fees) arising from:

- Your use or misuse of the Website or Services
 - Content you submit through the Website
 - Your breach of these Terms
 - Your violation of any law or third-party rights
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SECTION 7 – NOTICE AND TAKEDOWN PROCEDURES (COPYRIGHT/DMCA)

If you believe that content on the Website infringes your copyright, you may send us a written notice requesting removal.

Send notices to:

Gym Force, LLC
10222 Pecan Park Blvd, Suite 101
Austin, Texas 78729
Email: info@gymforcetx.com

SECTION 8 – GOVERNING LAW AND VENUE

These Terms are governed exclusively by the laws of the State of Texas.

To the extent a claim is not required to be arbitrated, such claim shall be brought exclusively in the state or federal courts located in Austin, Texas. You consent to this jurisdiction and waive any objection.

SECTION 9 – SEVERABILITY

If any provision of these Terms is found unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 10 – PRIVACY POLICY

a. Information We Collect

We may collect:

- Personally Identifiable Information (PII): name, email, phone, address, payment info, and other details provided voluntarily.
- Non-PII: browser info, IP address, device type, pages visited, cookies, usage data.

b. How We Use Information

We use information to:

- Provide and improve the Website and Services
- Respond to inquiries
- Process payments
- Send administrative and marketing communications
- Personalize user experience
- Perform analytics
- Protect rights and comply with law

c. Sharing of Information

We do not sell your PII.

We may share information with:

- Service providers (payment processors, hosting, email providers)
- Affiliates and business partners
- Third parties for legal compliance
- A successor entity in a merger or acquisition

Non-PII may be shared for any lawful purpose.

To opt-out of marketing disclosures, email: info@gymforcetx.com.

d. Cookies and Tracking Technologies

We use cookies, web beacons, and similar tools to collect usage data and personalize your experience.

e. Email Communications

By submitting your email, you consent to receive marketing messages.
To unsubscribe, click “Unsubscribe” in any email or email us directly.

You may still receive transactional emails even if you opt out of marketing.

f. Data Security

We use reasonable safeguards to protect information but cannot guarantee 100% security.

g. Data Retention

We retain data as long as necessary to:

- Provide services
- Meet legal obligations
- Resolve disputes
- Enforce agreements

h. Children’s Privacy

We do not knowingly collect information from children under 13.

If you believe we have collected such information, contact us immediately.

i. California Privacy Rights

California users may request information regarding disclosure of personal data to third parties for marketing.

Requests: info@gymforcetx.com

California residents may also contact:
California Department of Consumer Affairs
1625 North Market Blvd., Suite N112
Sacramento, CA 95834
Phone: 800-952-5210
Email: dca@dca.ca.gov

j. Changes to Privacy Policy

We may update this policy at any time. Continued use of the Website constitutes acceptance of changes.

SECTION 11 – ENTIRE AGREEMENT

These Terms, along with any policies posted on the Website, constitute the entire agreement between you and Gym Force, LLC and supersede all prior agreements.

SECTION 12 – CONTACTING US

For any questions or concerns, contact us:

Email: info@gymforcetx.com

Phone: (512) 866-0805

Mailing Address:

Gym Force, LLC

10222 Pecan Park Blvd, Suite 101

Austin, Texas 78729

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