

## **Terms of Service Agreement**

**This Terms of Service Agreement ("Agreement") is a binding contract between you and Program Panda Inc. ("Program Panda," "we," "us," or "our"). This Agreement governs your use of the Program Panda platform, an online marketplace that allows users to create, sell, and purchase fitness programs.**

**Notice: Section 10 of this Agreement includes a mandatory ARBITRATION AGREEMENT. By using the Program Panda platform, you agree to arbitrate any claims you may have against Program Panda, waive your right to file claims in court, participate in a class action, or have a jury trial.**

### **1. Acceptance of Terms**

**By creating an account, selling or purchasing a fitness program, or otherwise using the Program Panda platform, you accept and agree to be bound by this Agreement. If you are registering on behalf of an entity, you represent that you have the authority to bind that entity to this Agreement. "You" refers to both the individual and any entity represented by that individual.**

**We reserve the right to modify this Agreement at any time by posting the updated version on our website. Your continued use of the Program Panda platform constitutes your acceptance of any changes. You may terminate this Agreement at any time by deleting your account. We reserve the right to suspend or terminate your account for any breach of the terms herein. Sections 7 (Disclaimers), 8 (Limitation of Liability), 9 (Indemnification), 10 (Arbitration Agreement), and 11 (General Provisions) will survive any termination.**

### **2. Account Creation and Security**

**Registration: To use certain features of the Program Panda platform, such as creating, selling, or purchasing fitness programs, you must create an account. You must provide a valid email address and agree to receive communications from Program Panda at this email address.**

**Age Requirements: You must be at least 16 years old to create an account on Program Panda. By registering, you confirm that you meet this age requirement.**

**Account Security: You are responsible for all activities that occur under your account, including unauthorized activities. You must keep your account credentials confidential. If you become aware of any unauthorized access to your account, you must change your password and notify us immediately.**

### **3. Privacy**

**Please review our Privacy Policy to understand how we collect, use, and share your personal information. By creating an account, you agree that sellers of the programs you purchase will have access to your account information and activity, such as purchases and contact details. Program Panda is not responsible for the sellers' use or disclosure of your data.**

### **4. Program Sales and Purchases**

**Sellers on Program Panda may offer fitness programs through various purchase options, including one-time purchases, subscriptions, or rentals. All sales are final, and no refunds will be issued. Prices and terms of purchase are subject to change.**

**Free Trials and Discounts: Sellers may offer free trials or discounts. When a free trial ends, your paid subscription will begin unless you cancel. If you received a discount, you will be charged the full price upon renewal.**

**Automatic Renewal: Subscriptions may automatically renew unless canceled. Your payment method will be charged at the beginning of each subscription period.**

**In-App Purchases: Purchases made within an app are subject to the app platform's terms and conditions. To manage or cancel subscriptions, please adjust your settings within the platform.**

### **5. Licenses and Intellectual Property**

**License to Programs: Upon purchasing or subscribing to a program, you receive a limited, non-exclusive license to stream, view, or download the content for personal use only. You may not resell, redistribute, or use the content for commercial purposes.**

**Program Panda Platform: Program Panda grants you a limited, non-exclusive license to use the platform for its intended purpose. All rights not expressly granted are reserved by Program Panda.**

**Your Content; Feedback: By submitting content to Program Panda, you grant us a non-exclusive, perpetual license to use, distribute, and display such content. You also agree that any feedback you provide may be used by Program Panda without compensation.**

## **6. Acceptable Use Policy**

**You agree to comply with our Acceptable Use Policy, which prohibits certain activities and content on the Program Panda platform.**

**Content Restrictions:** You may not upload content that infringes on the rights of others, is defamatory, or violates any laws.

**Code of Conduct:** You may not engage in deceptive practices, harass others, or use the platform for unlawful purposes.

**Technical Restrictions:** You may not attempt to interfere with the operation of the Program Panda platform or access it in a way that violates this Agreement.

## **7. Disclaimers**

**The Program Panda platform and all content provided are offered "as is" without warranties of any kind. We do not guarantee the availability or quality of the platform or content, and your use is at your own risk.**

## **8. Limitation of Liability**

**To the fullest extent permitted by law, Program Panda and its affiliates will not be liable for any indirect, incidental, or consequential damages arising from your use of the platform.**

## **9. Indemnification**

**To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of California, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or**

omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of California, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of California. This indemnity shall not apply if the Contractor or subcontractor(s) is/are an agency, board, commission, or university of the State of California.

#### **10. Arbitration Agreement; Jury Waiver; Class Action Waiver**

**Arbitration:** You agree to resolve any disputes with Program Panda through binding arbitration, rather than in court.

**Class Action Waiver:** You waive your right to participate in class actions against Program Panda.

**Jury Waiver:** You waive your right to a jury trial in any legal action against Program Panda.

#### **11. General Provisions**

**Choice of Law:** This Agreement is governed by the laws of the state where Program Panda is incorporated, without regard to conflict of law principles.

**Entire Agreement:** This Agreement, along with our Privacy Policy, constitutes the entire agreement between you and Program Panda.

**Contact Information:** For support or legal notices, please contact us at:

**Program Panda Inc.**