**Terms & Conditions and Data & Privacy Policy**

**EnvisionBody, LLC**

*Effective: December 18, 2021*

**IMPORTANT NOTICE**

**EnvisionBody, LLC (“EnvisionBody”), envisionbody.com website (“Website”) and EnvisionBody mobile applications (“Mobile App”) (which we collectively refer to in this Privacy Policy as the “Services”). We encourage you to read this Privacy Policy as well as our Terms and Conditions of use (referred to throughout as our “Terms”).**

**Users of the Envisionbody Mobile App must be 18 or older.**

**Any image(s) and or fitness activity, diet/calorie intake provided to you from EnvisionBody’s Services, are fake, nonrealistic, and only meant for entertainment purposes. Information we provide should not be interpreted as medical advice or a predicted outcome. We strongly recommend that you consult your medical professional before using EnvisionBody’s Services to set realistic expectations of your image transformation relative to any changes in your weight and to provide a professional diet and fitness plan for you.**

***All software updates are subject to a price increase without notice to you.* *Our Services are constantly evolving. With the launch of new products, services, and features, we need the flexibility to make changes, impose limits, and occasionally suspend or terminate certain Services. We may also update our Services, which might not work properly if you don't install the updates. We may offer a free version of our services that is subject to change to a paid version at any time without notice to you. This may require you to make a payment to continue to use our services.***

***The Services change frequently, and their form and functionality may change without prior notice to you. We may change our fee to use our service with any update. You may not be notified of the change in fee. You may be required to pay additional money to receive the update. You will not receive a refund for any money paid to us prior to the update. Please see Paid Services section.***

**The transformed image displayed to the user is an exaggerated, nonrealistic image of you and not representative of what you should expect your image to look like.**

**Any data, suggested diet, and or image(s) displayed to the user utilizing EnvisionBody’s Mobile App or Website, do not represent typical or even accurate results obtained from any modified images, captured image, uploaded image, fitness activity, calorie intake and or diet plan. We are not part of any medical community or profession. You should not rely on or follow any information provided to you from EnvisionBody. We are strictly for entertainment purposes.**

**Please see your healthcare provider for any diet, fitness, or related image transformation information. We are not a medical company and do not provide medical advice or counsel. The information provided on our Mobile App and Website does not, and is not intended to, constitute medical advice; instead, all information, content, and materials available on the Envisionbody Mobile App and Website are for general entertainment purposes only. You should always contact your doctor to provide a meal plan, diet plan, or calorie intake suggestion.**

**Paid Services**

*You may pay a one-time fee to use our services. Once paid services are billed and payment is collected become non-refundable. We may implement updates that require a new one-time payment to continue using our services. Refunds are not issued for prior payments given to EnvisionBody before the update.*

*We may offer a free version of our services that is subject to change to a paid version at any time without notice to you.*

*If you choose to subscribe to any of our paid services like Subscriptions, these are the payment and billing terms that apply. Paid services and billing may auto-renew unless you cancel. You may cancel at any time.*

**Payment Terms**

We may offer certain premium versions of the Services (e.g., Premium Subscriptions) (the **“Premium Services”**) for a fee. By signing up for and using the Premium Services, you agree to our Terms, and any additional terms and conditions provided here. You also agree to waive your 14-day right of withdrawal at the moment you subscribe to the Premium Services to the maximum extent permitted by applicable law, so that you are able to immediately access them.

The Premium Services provide you access to certain enhanced content, features and functionality (e.g., setting daily calories and or exercise and or image processing, an ad-free experience and per day ). By signing up for and using the Premium Services, including signing up for Free Trials of the Premium Services, you agree to pay any fees or other incurred charges that apply to the Premium Services (such as ongoing subscription fees).

When you sign up for the Premium Services, you must designate and provide information about your preferred payment method (**“Payment Method”**). This information must be complete and accurate, and you are responsible for keeping it up to date. You expressly authorize us to collect via automatic debit or ACH from your Payment Method the appropriate fees charged for the Premium Services and for any other purchases you elect to make via the Services.

Unless otherwise stated, all fees due for the Premium Services are payable in advance, and will be billed automatically to the Payment Method at the start of the monthly or annual Premium Service period, as applicable. Unless otherwise stated, Premium Services will auto-renew until you elect to cancel your access to Premium Services. All purchases of Premium Services are final and non-refundable, except at our sole discretion and in accordance with the rules governing each Premium Service.

**Termination or Cancellation of Premium Services**

If you do not pay the fees or charges due for your use of the Premium Services, 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 Premium Services (and may do so without notice).

You can cancel the Premium Services at any time. Once you have cancelled your Premium Service and received confirmation, no other changes can be made to your account. The cancellation of a Premium Service will go into effect at the end of your current billing cycle, and you will have the same level of access to the Premium Service through the remainder of such billing cycle. For example, if you are billed on a monthly basis and cancel during a given month, you will be charged for the entirety of that month and maintain access to the Premium Service through the end of that month.

There are no refunds for termination or cancellation of your Premium Service. If you select an annual service, but cancel before the end of the annual period, you cannot be refunded for early termination. You will have the same level of access to the Premium Service until your annual date has ended. If you no longer wish to subscribe to a Premium Service, it is your responsibility to cancel your Premium Service in due time, regardless of whether or not you actively use the Premium Service.

**Fee Changes**

To the maximum extent permitted by applicable laws, we may change our prices for Premium Services at any time. If you do not wish to pay the new prices, you can cancel the applicable Premium Service.

**Discount, Coupon or Gift Codes**

If you have received a discount, coupon or gift code to our Services, the following terms and conditions apply in addition to the terms and conditions of the specific code. To redeem a discount or coupon code, log in to EnvisionBody and enter the applicable code to take advantage of the relevant promotion. Discount, coupon and gift codes cannot be combined with any other sales, promotion or coupon, and cannot be exchanged, refunded, replaced or redeemed for cash or payment of accounts. A payment method may be required to redeem a discount or coupon code. It is your own responsibility to use a discount, coupon or gift code before it expires, and expired codes cannot be refunded or extended. It is also your responsibility to terminate the Services before the end of a free or discounted period if you do not want to continue with the Services at the regular price. The terms and conditions of a specific discount, coupon or gift code may include additional restrictions on its use, including but not limited to the type of plan, duration of free or discounted Services, coupon validity dates, and/or purchase quantities. EnvisionBody reserves the right to cancel discounts and coupon promotions at any time.

**Free Trials**

We sometimes offer free trials of our Services or other promotional offers (each a **“Free Trial”**). A Free Trial provides you access to the Services for a period of time, with details specified when you sign up for the offer.

In order to sign up for a Free Trial, you may need to provide us with your preferred Payment Method. As soon as you submit your payment details, your Free Trial will begin. You will not be charged until the Free Trial period ends.

**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 that Service using the Payment Method you provided.** All incurred charges are final and non-refundable, except at our sole discretion and in accordance with the rules governing each Service. We may send you a reminder when your Free Trial is about to end, but we do not guarantee any such notifications. It is ultimately your responsibility to know when the Free Trial will end if you decide you do not want to become a paying Services user after the Free Trial period.

If you decide you do not want to become a paying Services user, you must cancel your subscription before the end of the Free Trial period. Depending on the applicable Service, you may lose access as soon as you cancel or at the end of the Free Trial period. Once you have cancelled your Free Trial and received confirmation, you cannot resume the Free Trial period even if it was not used for the entire duration of the offer.

Service features and content may change at any time, and we cannot guarantee any specific feature or content will be available for the entire Free Trial period. The rates in effect when you sign up for the Free Trial will be the same when the Free Trial ends, unless we notify you otherwise. We reserve the right, in our absolute discretion, to modify or terminate any Free Trial offer, your access to the Services during the Free Trial, or any of these terms without notice and with no liability. You may not sign up for more than one Free Trial of a given Service at the same time, and we reserve the right to limit your ability to take advantage of multiple Free Trials.

**Subject to your compliance with these Terms, we grant you a limited, revocable, personal, non-transferable, and non-exclusive right and license to access and use the Services and EnvisionBody Content for your own personal, noncommercial purposes, provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, sell, assign, sublicense, grant a security interest in, transfer or otherwise commercially exploit any right in the EnvisionBody Content or Services.**

**We do not collect any user data; all the data remains in the app and on the user’s iCoud account that only they have access to when using our mobile app software. However, this is subject to change to the terms stated here as EnvisionBody develops and evolves further. Once we enhance our Services and thereafter, it might be necessary to invoke and or change this Privacy Policy, Terms and Conditions, and Data Policy from time to time without notice. We therefore reserve the right to modify this Privacy Policy, Terms and Conditions, and Data Policy in accordance with the applicable data protection laws as stated below. Please visit our website from time to time for information on updates to our terms and policies.**

**BY USING THE SERVICES, YOU CONSENT TO THE COLLECTION, USE AND TRANSFER OF YOUR PERSONAL DATA FOR PROCESSING IN THE UNITED STATES AS DESCRIBED IN THIS PRIVACY POLICY.**

*EnvisionBody and all associated Services and systems, including registration, is housed on servers in the United States. If you are located outside of the United States, please be aware that information we collect (including cookies and device data) will be processed and stored in the United States, a jurisdiction in which the data protection and privacy laws and principles, including your data subject rights, may not offer the same level of protection as those in the country/region where you reside or are a citizen. By using our Services and providing information to us, you consent to the transfer to and processing of the information in the United States and, unless otherwise stated in this Privacy Policy, we use this consent as the legal ground for that data transfer. You may be asked for your explicit consent to this data transfer as part of account creation.*

*Please read this Privacy Policy carefully, as your access to and use of the Services signifies that you have read, understand and agree to all terms within this Privacy Policy. If you do not agree with any part of this Privacy Policy or our Terms, please do not access or continue to use any of the Services or otherwise submit your Personal Data (defined below) to us.*

**Note to countries outside the US and Residents of the European Union**: In order to comply with the requirements of the European General Data Protection Regulation (GDPR) for our European consumers and users, this Privacy Policy outlines the legal bases on which we process your Personal Data and provides other information required by the GDPR. Further country/region specific information for our European consumers and the US are outlined in our [location-specific disclosures](https://www.envisionbody.com/general) section on our website.

**Information About Your Personal Data**

This Privacy Policy relates to data about you, your devices, and your interaction with our Services.

“**Personal Data**” is information that can be used to identify you, directly or indirectly, alone or together with other information. This includes things such as your full name, email address, phone number, device IDs, certain cookie and network identifiers, and Fitness, Diet, Gender, Health Data and Images.

EnvisionBody collects, uses, discloses, and processes Personal Data as outlined in this Privacy Policy, including to operate and improve the Services and our business; for advertising and marketing; and to provide you with innovative fitness and wellness services, as further described in this Privacy Policy.

We may create de-identified or anonymous data from Personal Data by excluding data components (such as your name, email address, or linkable tracking ID) that makes the data personally identifiable to you, through obfuscation, or through other means. Our use of anonymized and de-identified data is not subject to this Privacy Policy.

**How We Collect and Use Personal Data**

We collect your Personal Data in a number of ways and for various purposes, including:

**1. When you register for an account or interact with our Services**

We collect Personal Data when you use or interact with our Services, including when you register for a EnvisionBody account, purchase a Subscription (including processing of payment), or otherwise use the Services (e.g., browse the content available on the Services), and when you ask us to customize our Services. This Personal Data may include name, photo, video, username and password, email address, date of birth, gender, payment information and general location data.

**2. When you input Image: Still or Video, Fitness and Diet Data within our Services or use our Services that collect or ingest data from mobile device sensors**

Images, Fitness, and Diet Data, Personal Data includes data you provide related to your gender, age, calorie intake, dietary habits, dietary restrictions, fitness activity, fitness goals, lifestyle (e.g., sleeping habits), life events, fitness goals, height, weight, measurements, fitness level, heart rate, sleep data, BMI, biometric data, and similar types of data relating to physiological condition, and activity; including your images both still and video. We collect this data in order to provide the Services and to tailor features, advertising, and services to your interests and goals, including providing diet and or meal suggestions, reporting and analytics, workout plans, and meal planning related services, and product recommendations. This information is also used so the software can calculate how some of the parameter inputs may affect your image.

**3. When you use or interact with a wearable or other connected device**

We also collect Personal Data, including Images, Fitness, and Wellness Data, when you use a device that is connected to the Internet, such as heart rate monitors, activity trackers, and other devices or wearables that integrate with the Services. When you use a wearable or connected device or product, we may also collect certain information about the device or product such as serial number, Bluetooth address, UPC, or other device- or purchase-related information.

*Note on Apple HealthKit Data*

You can choose to connect and share your information with HealthKit and your HealthKit information with EnvisionBody. The information you provide to HealthKit is then governed by the Apple Terms and Conditions and Privacy Policy. The unique information you choose to send from HealthKit is not used by EnvisionBody for marketing and advertising or transferred by EnvisionBody to third parties for marketing and advertising.

**4. When you communicate with us or sign up for promotional materials**

We collect Personal Data when you communicate with us or sign up to receive promotional materials or information (“Messages”) via email and push notifications.

If you consent to receive Messages, we may use your Personal Data and other information to communicate with you about the EnvisionBody Services you have purchased or used; provide you with promotional messages and personalized advertising; to notify you of other features; to notify you of contests, challenges, sweepstakes, and other promotions (“Promotions”); to notify you of Services we think may be of interest to you; and, for other marketing purposes. You can manage your communication preferences in your account settings.

Please note that regardless of your email settings, we may send you Messages pertaining to the performance of our Services, such as revision of our Terms or this Privacy Policy or other formal communications relating to Services you have purchased or use.

We may use your Personal Data to respond to and address your requests for technical support, questions or complaints about the Services, or any other communication you initiate. This includes accessing your account to address technical support requests.

**5. When you participate in special activities, offers, or programs**

We may request or otherwise collect Personal Data, including Images, Fitness and Wellness Data when you participate in Promotions, when you participate in surveys, or when you participate in research activities or initiatives (“Research”). This includes Personal Data, such as name, address, email address, telephone number and age and other information that may be appropriate in order to participate in the Research. If you win a Promotion, we also may need to collect certain tax information, waivers and releases, depending on the prize.

We may also launch surveys that ask you to answer questions about a range of topics from Personal Data to brand and product preferences. Promotions or surveys may be run by a EnvisionBody service provider or co-branded with one of our business partners. In such instances, Personal Data may be collected directly by and/or shared with EnvisionBody, the service provider, and/or business partner, including for marketing purposes. Each Promotion or survey that treats your Personal Data in a way that differs from this Privacy Policy will identify the privacy policy governing that collection of information in connection with that Promotion or survey.

**6. When you engage with our online communities or advertising**

We may collect your Personal Data when you engage with our online communities. This includes when you click on advertisements, interact with our social media pages, submit content, or otherwise enter information into comment fields, blogs, or community forums sponsored by or affiliated with EnvisionBody. Please note that our community forums are public, so we recommend that you exercise care in deciding what information and content you wish to disclose.

**7. When you access third party products and services**

We may allow you to register and pay for third-party products and services or otherwise interact with another website, mobile application, or Internet location (collectively “**Third Party Sites**”) through our Services, and we may collect Personal Data that you share with Third Party Sites through our Services. When we do so, we will inform you of the further details of how we use your Personal Data.

**8. When you connect with us through social media**

You may choose to enable, log into, or sign on to the Services through various social media or social networking services, such as Facebook (“Social Networking Service” or “SNS”). When you connect using your SNS accounts, we may collect Personal Data that you have provided to that SNS. For example, when you log in with your Facebook credentials, with your consent, we may collect Personal Data from your Facebook profile that is permitted under Facebook’s Terms of Service - such as your email address, profile picture, and friend list. We use this data to provide, enhance, and personalize the Services (e.g., to help connect you with or suggest friends within our Services). If you do not want to provide us with this data, you need to adjust the privacy settings on your SNS account.

**9. When we collect data from third parties or publicly-available sources**

We may obtain certain data about you from third party sources to help us provide and improve the Services and for marketing and advertising. We may combine your Personal Data with data we obtain from our Services, other users, or third parties to enhance your experience and improve the Services.

**10. When we leverage and/or collect cookies, device IDs, Location, data from the environment, and other tracking technologies**

We may collect certain Personal Data using cookies and other technologies such as web beacons, device IDs, advertising IDs, geolocation, HTML5 local storage, Flash cookies, and IP addresses. We specifically use browser cookies for different purposes, including cookies that are strictly necessary for functionality and cookies that are used for personalization, performance/analytics, and advertising. To see our full [Terms & Conditions and Data & Privacy Policy,](https://www.envisionbody.com/general) please visit click the hyperlink or visit our website.

**Cookie Use and Controls**

Cookies serve a wide variety of purposes. Cookies are pieces of data stored in your web browser that are transmitted to websites to remember your browser over time and distinguish it from other users. Cookies are used to personalize your web experience and for security, analytics, marketing, and interest-based advertising. Our cookies are placed and read by our web servers, while other cookies are placed and read by other companies’ web servers. Information on specific cookies is found on our website via the [adchoices link](https://preferences-mgr.trustarc.com/?pid=underarmour01&aid=underarmour_pub01&locale=en). If you block all cookies, certain functionality on our Website will not work.

One way to think about cookies is based on their function. The following settings will control our use of browser cookies, the use of IP address for tracking, and the collection and use of data for cookie-based, interest-based advertising.

[ IN ] **Required Cookies.** These strictly necessary cookies are used for core functionality, and recognize when you are signed in, are necessary for security, and enforce your privacy preferences. Without these cookies, some functionality on our Website may fail. You can block these cookies in your browser preferences.

[ IN] **Functional Cookies.** These cookies help to improve the Website by allowing us to understand how the Website is used and how the Website performs. These cookies include analytics and measurement.

[ IN ] **Advertising Cookies.** These cookies help us and other parties personalize ads that are shown to you on the Services, as well as on other websites. If enabled, these cookies will allow third parties engaged in interest-based advertising on our Website to recognize your browser software on other websites too.

**11. When we aggregate or centralize data**

We aggregate and centralize Personal Data including images and Fitness and Wellness Data for purposes of analytics, innovation, and to provide enhanced services to our customers and end-users.

**12. When we link you to friends across platforms**

Our Services may consist of social sharing and communication with others. If that is the case, we use your Personal Data to enable sharing as described in the Services, including to enable you to find and link to friends on the Services.

**13. Share content or achievements; or invite friends**

With your permission, we access your contacts to enable you to share content or achievements, including videos, with friends or other members, and to invite friends to use the Services.

**14. When we provide you geographically relevant Services, offers, or advertising**

We may use general location data to provide you with Services, offers or advertising that are relevant to your general location.

**15. When you ask us to customize our Services**

We use photos, videos, or other data you provide to us to customize our Services.

**16. When we comply with Legal Requirements or Obligations, Law Enforcement, and for Public Safety Purposes** ([location-specific disclosures](#LOCATION)may apply)

We may use Personal Data in order to comply with laws, regulations, court orders, or other legal obligations or to assist in an investigation, to protect and defend our rights and property, or the rights or safety of third parties, to enforce our Terms, this Privacy Policy, or agreements with third parties, or for crime-prevention purposes.

**How We Disclose Personal Data**

We may disclose your Personal Data for the purposes as described in the prior section of this Privacy Policy, in the Location-Specific Disclosures section, and in the following ways:

**1. Operation and Improvement of Services and User Experience**

Internally to relevant departments within EnvisionBody, in order to provide and improve Services, for marketing purposes, and for advertising.

**2. To Service Providers and Vendors**

With business partners, marketing partners, and vendors to provide, improve, and personalize the Services.

*Notice for Apple Users*

For Apple users, our iOS mobile apps share personal data with third parties as described in this Privacy Policy. We take measures to ensure such third parties provide privacy protections identical to or equal to those required under this Privacy Policy and [apple’s developer guidelines](https://developer.apple.com/app-store/review/guidelines/#privacy).

**3. To Social Network Providers**

With social network providers when we use social network widgets, buttons, or plug-ins in our Services.

**4. To other EnvisionBody Registered Users**

With other users of the Services in the context of specific features that are social in nature. Additionally, any information you post or disclose in our community forums (e.g., Facebook, sponsored pages on the EnvisionBody Blog) is public.

**5. For Advertising and Marketing**

With advertising and marketing partners for advertising and marketing purposes on EnvisionBody’s behalf and on behalf of third parties, including but not limited to Facebook.

**6. For Certain Analytics and Improvement**

With certain companies for purposes of analytics and improvement of the Services.

**7. For Interest-Based Advertising**

With companies involved in interest-based advertising, including web, mobile app and other advertising. This advertising consists of EnvisionBody and third party ads that are personalized and displayed on our sites and apps and through other channels.

**Interest-Based Advertising**

Interest-based advertising is advertising that is targeted to you based on your web browsing and app usage over time and across websites or apps. Our advertising practices also include the creation and use of “audience segments.” Depending on where you access our website from, you may also be asked to consent to our use of cookies, including advertising cookies. Additional information on Audience Segments and our choices for interest- based advertising is found below.

* **Audience Segments.** We disclose various types of information for purposes of interest-based advertising, including for third party, interest-based advertising. This processing includes the use of Personal Data to create audience segments. These audience segments are then made available for interest-based advertising, including for third party advertising, on online EnvisionBody properties. The audience segments are based on website visits, app usage data, Fitness and Wellness Data, online and offline purchasing behaviors, interaction with our ads or marketing emails, similar types of information, and in some cases, data from third parties.

**United States Note**: The audience segments are made available for interest-based advertising for third party advertising on the EnvisionBody Services.

* **Interest-Based Advertising Opt Outs, Choices, and Control.** For all of the interest-based advertising described above, including segments, you have the choice to not have your data used to target and serve you interest-based advertising-including third party advertising-regardless of where such ads might be served. These opt-outs require that strictly necessary cookies are not blocked by the settings in your web browser. We support the Self-Regulatory Principles for Online Behavioral Advertising of the [digital advertising alliance](https://youradchoices.com/) in the US, the [canadian digital advertising alliance](https://youradchoices.ca/) in Canada, and the [european digital advertising alliance](https://edaa.eu/what-we-do/european-principles/) in the EU. If you live in the United States, Canada, or the European Union, you can visit [ad choices](https://optout.aboutads.info/?c=2&lang=EN) (US), [your ad choices](https://youradchoices.ca/en/tools) (Canada), or [your online choices](https://www.youronlinechoices.com/) (EU) to find a convenient place to opt-out of interest-based advertising with participating entities for each region. These websites also provide detailed information about how interest-based advertising works. Opting out does not mean that you will no longer receive advertising from us, or when you use the Internet. It just means that the data collected from our website will not be used for interest-based advertising and that the advertising you see displayed on websites will not be customized to your interests. *Mobile App*. You may opt out of interest-based advertising on mobile devices by activating the “Limit Ad Tracking” or equivalent feature offered by your mobile platform. It will transmit a signal to us and to third-parties that indicates your data should not be used for interest-based advertising.

**8. For Legal Compliance, Law Enforcement, and Public Safety Purposes (**[**location-specific disclosures**](#LOCATION)**may apply)**

With law enforcement, government or regulatory bodies, lawful authorities, or other authorized third parties in order to comply with laws, regulations, court orders, or other legal obligations or to assist in an investigation, to protect and defend our rights and property, or the rights or safety of third parties, to enforce our Terms of Use, this Privacy Policy, or agreements with third parties, or for crime-prevention purposes.

**9. In the event of an actual or contemplated sale. (**[**location-specific disclosures**](#LOCATION)**may apply)**

With prospective or actual purchasers, investors, or successor entities in connection with a contemplated reorganization or an actual reorganization of our business, in connection with financing, a sale, or other transaction involving the disposal of all or part of our business or assets, including for the purpose of permitting the due diligence required to decide whether to proceed with a transaction, pursuant to assurances of sufficient data handling practices and safeguards.

Residents of the european economic area. Our disclosure is limited to situations where we are permitted to do so under applicable European and national data protection laws and regulations.

**Legal Basis for Processing**

This section addresses the legal basis for processing your data if you reside outside the United States (within the United States, you typically provide consent when you receive notice of this Privacy Policy in a website link or mobile app). Some processing is addressed in multiple sections because more than one legal basis may apply depending on the circumstances or service.

For the purposes of applicable data protection laws, EnvisionBody, LLC. is the controller of the Personal Data you provide to us (“**Data Controller**”). As a Data Controller, we process the Personal Data we maintain about you in accordance with this Privacy Policy. If you have any questions or concerns regarding the processing of your Personal Data, or if you have questions regarding this Privacy Policy, please see our [location-specific disclosures](#LOCATION) for appropriate contact information.

**Note for Residents of the European Union:** For more information on the Legal Basis for processing see the EEA [location-specific disclosures](#LOCATION).

We collect and process your Personal Data for a variety of purposes outlined in this Privacy Policy. In certain cases, separate consent is not required, including:

**1. For the Performance of a Contract**

To perform our contractual obligations to you in connection with the Services, including but not limited to account registration, fulfilling purchases you have made via the Services (including processing of payment), contacting you in relation to any issues with the Services, when you use or interact with a wearable or other connected device and in relation to location-based Services (including to provide you geographically relevant Services), to connect you with friends across platforms, share content or achievements, or invite friends, when you ask us to customize our Services, where we need to collect Personal Data from third party sources and when you access third party products and services, where we collect data from third parties or publicly-available sources, or to aggregate and centralize data for the performance of the Services.

**2. To Meet Legal Obligations**

To comply with laws, regulations, court orders, or other legal obligations or to assist in an investigation.

**3. For Legitimate Interests**

To operate our business and provide the Services, other than in performing our contractual obligations to you for EnvisionBody’s “legitimate interests” for the purposes of applicable law - except where overridden by the interests or fundamental rights and freedoms that require protection of Personal Data.

For example, the following areas include processing covered by Legitimate Interests, subject to applicable law:

* **Communication**. To communicate with you regarding the Services, including to provide you important notices regarding changes to our terms and also to address your requests, inquiries, and complaints. We may send strictly necessary communications, including emails, even if you have opted out of receiving other EnvisionBody emails or communications. These types of communications do not require consent. We also process your Personal Data for our legitimate interests when you communicate with us, including when you sign up for promotional materials and we have not asked you for your consent in that regard.
* **Respond to Your Requests**. To respond to your requests for technical support, online services, product information or to any other communication you initiate. This includes accessing your account to address technical support requests.
* **Promotional Messages**. We process your non-sensitive Personal Data to provide you with promotional messages and personalized marketing, including: when you communicate with us or sign up for promotional materials; when you participate in offers or programs; when you engage with our online communities or advertising; to provide you geographically relevant Services, offers, or advertising; when we aggregate and centralize data; and when we share Personal with our service providers and vendors.
* **Surveys**. To send you surveys in connection with our Services, unless commercial in nature. In those cases, a survey request may be sent to you if you have given us your consent to receive marketing from us.
* **Compliance with Law and Public Safety**. To assist in the investigation of suspected illegal or wrongful activity, including sharing information with other entities for fraud, loss, and crime prevention purposes. To protect and defend our rights and property, or the rights or safety of third parties.
* **Improvement and Development**. To develop, provide, enhance, and improve our Services and your experience, including to enable you to use the full range of our Services (e.g., processing of non-sensitive Personal Data related to your use or interaction with a wearable or other connected device that integrates with the Services; when you access third party products and services; when we collect, use, or otherwise leverage cookies, device IDs, general location data, data from the environment, and other tracking technologies; when you connect with us through social media; when we collect data from third parties or publicly-available sources; when we aggregate and centralize data; and when we share Personal Data with our service providers and vendors). For internal purposes related to certain research, analytics, innovation, testing, monitoring, customer communication, risk management, and administrative purposes.
* **Enforcing Terms and Notice**. To enforce our Terms or this Privacy Policy, or agreements with third parties.
* **Merger or Acquisition**. ([location-specific disclosures](#LOCATION)may apply). To support a contemplated reorganization or an actual reorganization of our business, in connection with financing, a sale, or other transaction involving the disposal of all or part of our business or assets, including for the purpose of permitting the due diligence required to decide whether to proceed with a transaction.

**Consent as a Basis for Processing**

In some cases, we will ask for your consent to process your Personal Data. You may indicate your consent in a number of ways, including, as permitted by law, ticking a box (or equivalent action) to indicate your consent when (i) providing us with your Personal Data through our Services or a form (including enrolling in Promotions); or (ii) registering or creating an account with us. Due to different countries’ laws governing consent for the collection and use of Personal Data, the requirements for consent will differ across regions. We may request your consent for a number of activities including:

**1. EnvisionBody Marketing and Communication**

We may ask for your consent to contact you by email or push notifications about other offers, products, Promotions, or services that we think may be of interest to you and for other marketing purposes.

**2. Sharing with Third Party Services**

We may also ask for your consent to share your Personal Data with certain Third Party business partners in order to offer certain goods, services, or programs. To withdraw consent, please go to the preferences of the specific third party service or app.

**3. Third Party Marketing**

We may ask for your consent to provide Personal Data to allow third parties to contact you regarding their products, services, Promotions, or offers. Typically this is in conjunction with a sweepstakes or challenge (your consent for third party marketing is generally not a pre-requisite to participation. To withdraw consent, please go to the preferences of the specific third party.

**4. Collecting Mobile Device IDs, Advertising IDs, and Data from Sensors**

When you use our Mobile Apps we may ask for your consent to collect these (this consent may be captured at the operating system level). To change your consent status for this data, please go to the preferences of the Mobile App. If you choose not to provide this information, certain Services features may be unavailable or not function properly.

**5. Processing Sensitive Personal Data**

We may request your consent to process sensitive Personal Data. The Website or Mobile App may require this data to provide the Services, including when you use or interact with a wearable or other connected device that integrates with the Services. If you choose not to provide sensitive Personal Data (for example, specific kinds of Fitness and Wellness Data), certain features or Services may be unavailable or not function properly.

**6. Research**

We may request your consent to use your Personal Data for Research purposes. We may also request your consent to contact you to determine your interest to participate in certain Research initiatives and to share identifying results. For market research, we may ask questions on behalf of business partners and share your response with business partners.

**7. Advertising**

We use cookies, pixels (including email pixels), mobile device and advertising IDs, general location data, Fitness and Wellness Data, app or service usage data and data from third-party wearables, connected devices or sensors that integrate with our Services for purposes of interest-based and cross-app, cross-device advertising. The consent for which may be managed at the operating system level.

**8. Transfer of Data**

We transfer data to the United States and to other countries/regions for processing. We may request your consent for this transfer or the transfer, in other cases, may be justified by a legal basis other than consent.

**9. Automated Processing**

We may use some automated processing to provide our Services and to make recommendations in the context of specific services. This processing is strictly necessary for providing certain Services (and, in some cases, is the service itself) and is not covered by consent. Other automated processing is not significant either due to the nature of the data or the decisions being made or recommended, and so consent is not required. However, for automated processing that is significant and related to sensitive Personal Data, prior to sharing or using such data, we will first seek your consent.

**10. To Enable Social Sharing and Connect with Us on Social Media**

Our Services may consist of social sharing and communication with others. If you sign up for these Services, we may ask for your consent to use your information to enable sharing as described in the Service. We may also ask for your consent when you connect with us through Social Media.

**11. Promotions**

We may ask you for permission to use your Personal Data including images, and Fitness and Wellness Data for special offers, events, sweepstakes, and other Promotions. We may use the Personal Data we collect during Promotions, to administer the Promotion, verify identity and age, and to communicate with you about the Promotion.

**Sharing Your Information**

**Note:** When you share information from our Services externally with a SNS, the information you post is governed by their privacy policy and settings.

**Interest-Based Advertising**

Interest-based advertising is advertising that is targeted to you based on your web browsing and app usage over time and across websites or apps. Our advertising practices also include the creation and use of “audience segments.” Depending on where you access our website from, you may also be asked to consent to our use of cookies, including advertising cookies. Additional information on Audience Segments and our choices for interest- based advertising is found below.

* **Audience Segments.** We disclose various types of information for purposes of interest-based advertising, including for third party, interest-based advertising. This processing includes the use of Personal Data to create audience segments. These audience segments are then made available for interest-based advertising, including for third party advertising, on EnvisionBody online properties. The audience segments are based on website visits, app usage data, your images, Fitness and Wellness Data, online and offline purchasing behaviors, interaction with our ads or marketing emails, similar types of information, and in some cases, data from third parties.

**United States Note**: The audience segments are made available for interest-based advertising for third party advertising on the EnvisionBody Services.

* **Interest-Based Advertising Opt Outs, Choices, and Control.** For all of the interest-based advertising described above, including segments, you have the choice to not have your data used to target and serve you interest-based advertising-including third party advertising-regardless of where such ads might be served. These opt-outs require that strictly necessary cookies are not blocked by the settings in your web browser. We support the Self-Regulatory Principles for Online Behavioral Advertising of the [digital advertising alliance](https://youradchoices.com/)in the US, the [canadian digital advertising alliance](https://youradchoices.ca/)in Canada, and the [european digital advertising alliance](https://edaa.eu/what-we-do/european-principles/)in the EU. If you live in the United States, Canada, or the European Union, you can visit [ad choices](https://optout.aboutads.info/?c=2&lang=EN) (US), [your ad choices](https://youradchoices.ca/en/tools) (Canada), or [your online choices](https://www.youronlinechoices.com/) (EU) to find a convenient place to opt-out of interest-based advertising with participating entities for each region. These websites also provide detailed information about how interest-based advertising works. Opting out does not mean that you will no longer receive advertising from us, or when you use the Internet. It just means that the data collected from our website will not be used for interest-based advertising and that the advertising you see displayed on websites will not be customized to your interests.  You may opt out of interest-based advertising on mobile devices by activating the “Limit Ad Tracking” or equivalent feature offered by your mobile platform. It will transmit a signal to us and to third-parties that indicates your data should not be used for interest-based advertising.

**Cookie Use and Controls**

Cookies serve a wide variety of purposes. Cookies are pieces of data stored in your web browser that are transmitted to websites to remember your browser over time and distinguish it from other users. Cookies are used to personalize your web experience and for security, analytics, marketing, and interest-based advertising. Our cookies may be placed and read by our web servers, while other cookies are placed and read by other companies’ web servers. Information on specific cookies is found on our website via the [adchoices](https://preferences-mgr.trustarc.com/?pid=underarmour01&aid=underarmour_pub01&locale=en) link. You can block and control cookies using the information noted in this section. If you block all cookies, certain functionality on our Website will not work.

One way to think about cookies is based on their function. The following settings will control our use of browser cookies, the use of IP address for tracking, and the collection and use of data for cookie-based, interest-based advertising.

[ IN ] Required Cookies. These strictly necessary cookies are used for core functionality, and recognize when you are signed in, are necessary for security, and enforce your privacy preferences. Without these cookies, some functionality on our Website may fail. You can block these cookies in your browser preferences.

[ IN ] Functional Cookies. These cookies help to improve the Website by allowing us to understand how the Website is used and how the Website performs. These cookies include analytics and measurement.

[ IN ] Advertising Cookies. These cookies help us and other parties personalize ads that are shown to you on the Services, as well as on other websites. If enabled, these cookies will allow third parties engaged in interest-based advertising on our Website to recognize your browser software on other websites too.

**IP Address Use**

An IP address refers to an identifier assigned by a network to a computer, mobile device, Internet of Things (IoT) device, or routing device. IP addresses, for purposes of this Privacy Policy, include “public” IP addresses, such as the IP address for a home router that is visible to the Internet, as well as “local” IP addresses, which are IP addresses assigned to computers and mobile devices “behind” a router (such as a home router). Our advertising and analytics partners may use IP addresses to group or correlate devices for purposes of analytics, security and anti-fraud purposes, interest-based advertising, ad targeting, ad attribution, and limiting ad frequency.

**Web Pixels or Beacons Use**

Pixels are extremely small image files that, when loaded by your web browser, cause the browser to make a network request to the party corresponding to the pixel. If that party’s cookies are currently stored in your browser, those cookies will be transmitted with the request. Beacons can be used on web pages for advertising or to confirm the opening of a marketing email. When used in conjunction with cookies for interest-based-advertising, the cookie controls above can be used to control the purpose for which they are used.

**HTML5 Local Storage**

HTML5 Local Storage in the browser is different from cookies, but can be used for the same purpose (to pair a tracking ID to a particular web server with your web browser so that the web server can identify your web browser over time). You can control the purpose for which HTML5 Local Storage is used by using the cookie controls outlined above.

**Social Network Interaction and Widgets**

Social network widgets, buttons, and plug-ins on our Website passively transmit data regarding a social network’s members to that social network, even when a button is not clicked. These technologies may allow a social network (e.g., Facebook) to personally identify its members and to know the web pages its members have visited. This is true wherever social network buttons are embedded, regardless of whether a button is “clicked” or “pressed.” If you belong to a social network or use these categories of web services, you should review the privacy policies of those services to understand the nature of the data that they collect and what, if any, options the service offers to control how data is collected and used.

**Mobile Device Advertising IDs, Location, Sensor Data, and In-Range Device Data Use**

Our Services may transmit Device IDs, general location data, and data from sensors to us and our partners, including our advertising partners.

* *Device IDs* include IDs associated with your mobile device carrier such as IMEI, MEID, IMSI; platform-specific IDs such as Android ID, Google AID, and Apple’s IDFA; and IDs that are part of your device hardware, such as WiFi MAC address, and serial number. Exactly which Device IDs are transmitted can depend on your mobile device platform and the version of your operating system.
* *General Location Data*. Our Services may transmit general location data. General location data may be obtained from GPS services, cell tower triangulation, or known location of nearby WiFi access points.
* *Sensor and In-Range Device Data*. Our apps and Services may also collect Device IDs and network addresses (including IP addresses, MAC addresses, and SSIDs) from other, in-range or networked devices and WiFi Access Points.
* *How We Use Mobile Device Data*. We may use Device IDs, coarse location and general location data, and data from sensors, including the local network, (together with app usage data and Fitness and Wellness Data) for strictly necessary purposes; improving our apps and analytics; personalization and preferences; and cross-app, cross-device, interest-based advertising.

**Change Consent Settings for Communication Preferences**

**Consent for Email Communication:** After signing up for email communications, you can choose to unsubscribe using the unsubscribe link in any commercial email we send. Please note that if you unsubscribe from “all emails” this means “all emails other than strictly necessary emails.” You will still receive email communications from us if they are strictly necessary to provide the Services or to confirm or validate a transaction, recover accounts, etc.

**Mobile Push Notifications:**  You may set your mobile device settings to not allow push notifications from us.

**Transfers of Your Personal Data to Other Countries**

The Personal Data EnvisionBody processes, and all associated Services and systems, including registration, is housed on servers in the United States. If you are located outside of the United States, please be aware that Personal Data we collect will be processed and stored in the United States (the data protection and privacy laws in the United States may offer a lower level of protections than in your country/region).

By using our Services and submitting your Personal Data, you agree to the transfer, storage, and/or processing of your Personal Data in the United States. Where and as required, we will seek your explicit consent as outlined in this Privacy Policy.

**Data Retention**

We will retain your Personal Data for as long as you maintain an account or as otherwise necessary to provide you the Services. We will also retain your Personal Data as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Where we no longer need to process your Personal Data for the purposes set out in this Privacy Policy, we will delete your Personal Data from our systems.

**Links to Other Websites.** Please note that this Privacy Policy does not apply to the practices of companies that we do not own or control or to people that we do not employ or manage. Our Services may provide a link or otherwise provide access to Third Party Sites. We provide these links merely for your convenience. We have no control over, do not review, and are not responsible for Third Party Sites, their content, or any goods or services available through the Third Party Sites. Our Privacy Policy does not apply to Third Party Sites, and any data you provide to Third Party Sites, you provide at your own risk. We encourage you to review the privacy policies of any Third Party Sites with that you interact with.

**How to Contact Us**

If you have any questions, comments, or concerns about how we handle your Personal Data, then you may contact us by email at [info@envisionbody.com](mailto:info@envisionbody.com)  (write PERSONAL DATA in the subject line) or write to us at:

EnvisionBody, LLC.  
ATTN: Personal Data  
2840 West Bay Drive #229  
Belleair Bluffs, Florida 33770

**Location Specific Disclosures**

**Residents of the United States California**

We don’t sell Personal Data as defined by Nevada law.

*Residents of California*

If you are a resident of California, you have certain rights to the Personal Data that we have collected about you. Under California law, the exercise of these rights is subject to certain exemptions to safeguard the public interest (e.g., the prevention or detection of crime) and our interests (e.g., maintaining confidentially when legally required ). We will comply with your request as soon as reasonably practicable. Requests to exercise your rights may be granted in whole, in part, or not at all, depending on the scope and nature of the request and applicable law. To prevent unauthorized access to your Personal Data, we take steps to verify an individual’s right to the data - including requiring users to reach out to us directly from a verified email address, pass a challenge response, and/or confirm information associated with the account. Following verification of your identity, we will notify you if we are unable to fulfill your request and outline the reasons we are unable to honor your request at this time.

**Your California Privacy Rights**

You have the following rights:

* **Right of Access to Your Personal Data:** You have the right to ask us for confirmation on whether we are processing your Personal Data, and access to the Personal Data, as permitted by law. This may include what Personal Data we collect, use, or disclose about you.
* **Right to Deletion:** You have the right to ask us to delete your Personal Data, as permitted by law.
* **Right to Opt-out of “Sale” and Certain Sharing Practices:** You have the right to opt-out of certain data sharing practices with third parties who may use your Personal Data solely for their own purposes. Your right to opt-out is limited to information we “sell” to these third parties. “Sell” in this case does not mean providing data in exchange for money – *we don’t do that.* “Sell” instead means the disclosure of data, including technical device data that does not identify you directly, when a third party might use that data for its own purposes, such as for personalized advertising. We do not have actual knowledge that we sell personal information of minors under 16 years of age.
* **Right to Non-Discrimination:** We will not discriminate against you, in terms of price or services that we offer, if you submit one of the rights requests listed above.

**How to Exercise Your Rights**

**Exercise your rights (other than opt-out of “sale”):** To exercise your rights to your Personal Data, please contact us at [info@envisionbody.com](mailto:info@envisionbody.com) (write OUT OUT in the subject line) or at the address listed below: EnvisionBody, LLC., ATTN: OPT OUT, 2840 West Bay Drive #229 Belleair Bluffs, Florida 33770.

**Exercise your opt-out of “sale” rights:** For instructions on how to exercise your rights, please visit our [How To Manage Your Data](#MANAGE) page.

**Additional California Rights**

California Civil Code Section 1798.83 permits California residents to request and obtain from us a list of what Personal Data (if any) we disclosed to third parties for that third party’s direct marketing purposes in the preceding calendar year and the names and addresses of those third parties. Requests may be made only once a year and are free of charge.

Under Section 1798.83, we currently do not share any Personal Data with third parties for their direct marketing purposes. If we do decide to share your Personal Data with third parties for their marketing purposes, you may opt-out of this disclosure at any time by submitting a request at [info@envisionbody.com](mailto:info@envisionbody.com)(write PERSONAL DATA in the subject line), or in writing to:

EnvisionBody, LLC  
ATTN: Personal Data  
2840 West Bay Drive #229  
Belleair Bluffs, Florida 33770

It is important to note that this opt-out does not prohibit disclosures made for non-marketing purposes or for purposes of assisting us with our own marketing.

**Location-Specific Disclosures**

**Residents of Argentina**

You have the right to access your Personal Data, at intervals no shorter than six months entirely free of charge (unless there is proof of a legitimate interest in access in shorter periods, as established in Section 14, Sub-section 3 of Act No. 25,326).

We encourage you to contact us directly and allow us to work with you to address your concerns. Nevertheless, you have the right to lodge a complaint to the Agency of Access to Public Information, in its function of controlling agency responsible for enforcing Act No. 25,326.

**Residents of Australia**

EnvisionBody takes steps to keep your Personal Data accurate and up to date. If you reside in Australia, you may request access to or correction of the Personal Data that we have collected about you. To access your Personal Data, please contact us by email at [info@envisionbody.com](mailto:info@envisionbody.com) (write PERSONAL DATA in the subject line) or at the address listed above. We may charge for this service and will respond to reasonable requests as soon as practicable, and in any event, within the time limits prescribed by law.

If you have any complaints regarding how we handle your Personal Data, please contact us by email at info@envisionbody.com (write PERSONAL DATA in the subject line) or write to us at the address above with a detailed description of the complaint. UA responds to complaints as soon as practicable, and in any event, within the time limits prescribed by law.

**Residents of Brazil**

*Legal Basis for Processing*

We may rely on consent and/or another valid legal bases to process your Personal Data. Such legal bases may include: the legitimate interest of the controller or third parties; for compliance with a legal or regulatory obligation by the data controller; for the execution of a contract; for regular exercise of rights in court, administrative or arbitration proceedings.

*How to Exercise Your Rights*

EnvisionBody takes steps to keep your Personal Data accurate and up to date. If you reside in Brazil, according to the LGPD, you have certain rights to the Personal Data that we have collected about you. To exercise your rights to your Personal Data, at any time, please contact us through email at [info@envisionbody.com](mailto:info@envisionbody.com) (write PERSONAL DATA in the subject line) or at the address listed above. Your request will be fulfilled at no cost, and we will respond to reasonable requests as soon as practicable, and in any event, within the time limits prescribed by law.

You have the following rights:

* **Right to confirmation of the existence of the Processing of Personal Data:** You have the right to ask us for confirmation on whether we are processing your Personal Data.
* **Right of access to your Personal Data:** You have the right to request access to the Personal Data and related information on that processing (e.g., the purposes of the processing, or the categories of Personal Data involved) subject to commercial and industrial secrecy.
* **Right to correction of incomplete, inaccurate or out-of-date data:** You have the right to have your Personal Data corrected, as permitted by law.
* **Right to anonymization, blocking or deletion of unnecessary or excessive data or data processed unlawfully.** Anonymization refers to the use of reasonable and available technical means at the time of the processing, whereby the data loses the possibility of direct or indirect association with you.
* **Right to data portability:** You have the right to receive the Personal Data that you have provided to us, in a structured, commonly used and machine-readable format, and you have the right to transmit that information to another controller, including to have it transmitted directly, where technically feasible, except for the data that has already been anonymized by us.
* **Right to erasure:** You have the right to ask us to delete your Personal Data, as permitted by law. This right may be exercised when you withdraw your consent on which processing is based. Note that we may retain a limited amount of data for a period of time - including, in situations that the storage of the information is authorized by law and or required by law.
* **Right to information about public and private entities with which EnvisionBody has shared data** through communication, dissemination, international transfer, interconnection of personal data or shared processing of banks of personal data by them.
* **Right to information** about the possibility of denying consent and the consequences of such denial;
* **Right to withdraw consent:** You have the right to withdraw your consent to our processing of your Personal Data, as permitted by law, and where the basis for processing was based on your consent.
* **Right to object:** When the legal basis for processing your data is anything other than consent, you can object to the processing when it is not in compliance with the law.
* **Right to review automated processing decisions:** You have the right to review decisions taken solely on the bases of automated processing of personal data that affects your interests. This includes decisions intended to define your personal, professional, consumer or credit profile.

*Changes to this Privacy Policy.*

In order to enhance our Services it might be necessary to change this Privacy Policy from time to time. We therefore reserve the right to modify this Privacy Policy in accordance with the applicable data protection laws. Please visit our Website from time to time for information on updates to this Privacy Policy.

*How to Contact Us.*

If you have any questions, comments, concerns or need to exercise your rights, you may contact us through email at info@envisionbody (write PRIVACY in the subject line) or in writing at EnvisionBody, LLC ATTN: PRIVACY 2840 West Bay Drive #229, Belleair Bluffs Florida 33770.

**Residents of China Mainland**

*How To Contact Us*

If you have any questions, comments, or concerns about how we handle your Personal Data, please contact us at [info@envisionbody.com](mailto:info@envisionbody.com) (write PERSONAL DATA in the subject line) , or write:

EnvisionBody, LLC.  
ATTN: Personal Data  
2840 West Bay Drive #229  
Belleair Bluffs, Florida 33770

*Data Transfer*

Principally, Personal Data collected in China Mainland will be stored within China Mainland. However, we provide Services through resources and servers located globally (including the United States), which means your Personal Data may be transferred to or accessed within another country/region outside of China Mainland. The data protection and privacy laws and principles in those countries/regions may not offer the same level of protection as those in China Mainland. Under those circumstances, EnvisionBody will continue to protect your Personal Data in a manner consistent with what is expected under laws of China Mainland (e.g., we will obtain your consent to transfer your Personal Data, or de-identify the Personal Data before transfer).

*Withholding Information*

You may choose not to provide EnvisionBody with your Personal Data. However, if you choose not to provide your Personal Data, you may not be able to enjoy the full range of Services.

**Residents of Colombia**

*How to Exercise Your Rights*

EnvisionBody takes steps to keep your Personal Data accurate and up to date. You have certain rights to the Personal Data that we have collected about you. To exercise your rights to your Personal Data, please contact us through email at [info@envisionbody.com](mailto:info@envisionbody.com)  (write PERSONAL DATA in the subject line) or at the address listed below. We will respond to reasonable requests as soon as practicable, and in any event, within the time limits prescribed by law.

* **Right to access your Personal Data:** You have the right to access, free of charge, your Personal Data being processed by us.
* **Right to know, update, and rectify your Personal Data:** You have the right to correct your Personal Data, as permitted by law.
* **Right to request proof of your consent:** You have the right to request proof of the consent granted to us for the processing of your Personal Data, where consent was required to process the information.
* **Right to withdraw your consent or to request the suppression of your Personal Data:** You have the right to withdraw your consent or request that we suppress your Personal Data, as permitted by law.
* **Right to file complaints:** You have the right to file complaints before the Superintendence of Industry and Trade for any kind of infringement to privacy laws.

*Additional Use of Personal Data*

Additional use of your Personal Data that is not described in this Privacy Policy will only take place as required by statute or when we have obtained your prior, explicit and informed consent.

*How to Contact Us or Our Privacy Office*

If you have any questions, comments, or concerns about how we handle your Personal Data, then you may contact us at [info@envisionbody.com](mailto:info@envisionbody.com) (write PERSONAL DATA in the subject line) or write to us at:

EnvisionBody, LLC.  
ATTN: Personal Data  
2840 West Bay Drive #229  
Belleair Bluffs, Florida 33770

**Residents of the European Economic Area and the United Kingdom**

*If You Elect Not to Provide Personal Data*

You may choose not to provide EnvisionBody with your Personal Data. However, if you choose not to provide your Personal Data, you may not be able to enjoy the full range of Services.

*How to Exercise Your Rights*

EnvisionBody takes steps to keep your Personal Data accurate and up to date. If you reside in the European Economic Area, you have certain rights to the Personal Data that we have collected about you. To exercise your rights to your Personal Data, please contact us through email at [info@envisionbody.com](mailto:info@envisionbody.com)  (write PERSONAL DATA in the subject line) or at EnvisionBody, LLC. 2840 West Bay Drive #229 Belleair Bluffs, Florida 33770 ATTN: Personal Data. Subject to applicable law and in exceptional circumstances only, we may charge for this service and we will respond to reasonable requests as soon as practicable, and in any event, within the time limits prescribed by law.

You have the following rights:

* **Right of access to your Personal Data (Art. 15 GDPR)**: You have the right to ask us for confirmation on whether we are processing your Personal Data, and access to the Personal Data and related information on that processing (e.g., the purposes of the processing, or the categories of Personal Data involved).
* **Right to correction (Art. 16 GDPR)**: You have the right to have your Personal Data corrected if it is inaccurate and to have incomplete Personal Data about you completed, as permitted by law.
* **Right to erasure (Art. 17 GDPR)**: You have the right to ask us to delete your Personal Data, as permitted by law. This right may be exercised among other things: (i) when your Personal Data is no longer necessary for the purposes for which it was collected or otherwise processed; (ii) when you withdraw consent on which processing is based according to Art. 6 (1) (a) or Art. 9 (2) (a) GDPR and where there is no other legal ground for processing; (iii) when you object to processing pursuant to Art. 21 (1) GDPR and there are no overriding legitimate grounds for the processing, or when you object to the processing pursuant to Art. 21 (2) GDPR; or (iv) when your Personal Data has been unlawfully processed.
* **Right to restriction of processing (Art. 18 GDPR)**: You have the right to request the limiting of our processing under limited circumstances, including: (i) when the accuracy of your Personal Data is contested; (ii) when the processing is unlawful and you oppose the erasure of your Personal Data and request the restriction of the use of your Personal Data instead; or (iii) when you have objected to processing pursuant to Art. 21 (1) GDPR pending the verification whether the legitimate grounds of EnvisionBody override your grounds.
* **Right to data portability (Art. 20 GDPR)**: You have the right to receive the Personal Data that you have provided to us, in a structured, commonly used and machine-readable format, and you have the right to transmit that information to another controller, including to have it transmitted directly, where technically feasible and as permitted by law.
* **Right to object (art.21 GDPR)**: You have the right to object to our processing of your Personal Data, as permitted by law. This right is limited to processing based on Art. 6 (1) (e) or (f) GDPR, and includes profiling based on those provisions. After which, we will no longer process your Personal Data unless we can demonstrate compelling legitimate grounds for the processing that override your interests, rights and freedoms or for the establishment, exercise or defense of legal claims. Furthermore, you have the right to object at any time to processing of Personal Data for direct marketing purposes.

*How we may disclose your Personal Data*

The GDPR and national laws of European Union member states implementing the GDPR permit the sharing of Personal Data relating to users who are residents of the European Economic Area with third parties only under certain circumstances. If you reside in the European Economic Area, we will only share your Personal Data as described in our Privacy Policy under the heading “How We Disclose Personal Data” if we are permitted to do so under applicable European and national data protection laws and regulations.

*Health Data*

Some Fitness and Wellness Data that we collect may be considered personal health data under the GDPR as interpreted by the European data protection supervisory authorities if recorded over a longer period of time. We process this type of data to provide you with additional information that you can incorporate into your evaluation of your progress toward your fitness and wellness objectives; it should not, however, be considered professional medical advice and is not intended to be used for diagnostic purposes.

*Transfers of Your Personal Data to Other Countries*

The Personal Data EnvisionBody processes, and all associated Services and systems, including registration, are housed on servers in the United States. If you are located outside of the United States, please be aware that Personal Data we collect will be processed and stored in the United States (the data protection and privacy laws in the United States may offer a lower level of protections than in your country/region).

In order to use our Services, we may require you to agree to the transfer, storage, and/or processing of your Personal Data in the United States. In other situations where Personal Data is transferred outside of the European Economic Area (the EEA) or the United Kingdom, EnvisionBody leverages other mechanisms for international data transfer including the European Commission-approved standard contractual clauses and consent. You have the right to request a copy of the applicable measure or further information by contacting us at [info@envisionbody.com](mailto:info@envisionbody.com)  (write PERSONAL DATA in the subject line) or at EnvisionBody, LLC. 2840 West Bay Drive #229 Belleair Bluffs, Florida 33770 ATTN: Personal Data.

*Marketing Communications*

Where we are legally required to do so, we ask you for your prior consent before providing you with promotional materials or information. You may revoke your consent at any time (this will not affect the processing of your Personal Data undertaken until the revocation). If you want to stop receiving promotional materials, etc., you can do so at any time as outlined in the change consent settings for communication preferences section below.

**Change Consent Settings for Communication Preferences**

Consent for Email Communication: After signing up for email communications, you can choose to unsubscribe using the unsubscribe link in any commercial email we send. Please note that if you unsubscribe from “all emails” this means “all emails other than strictly necessary emails.” You will still receive email communications from us if they are strictly necessary to provide the Services or to confirm or validate a transaction, recover accounts, etc.

Mobile Push Notifications: You may also set your mobile device settings to not allow push notifications from us.

*Legal Basis for Processing Under the GDPR*

In this section we provide information on the legal basis for our processing of your Personal Data as required by Art. 13 and 14 of the GDPR:

* When you register for an account or interact with our Services, such processing is necessary for the performance of our Services, Art. 6 (1) (b) GDPR.
* When you input Fitness and Wellness Data within our Services: For sensitive data (including health data and biometric data) as defined in the GDPR, we process such data on the basis of your prior consent, Art. 9(2)(a) GDPR.
* When you use or interact with a wearable or other connected device.
  + **For sensitive data** (including health data and biometric data) as defined in the GDPR, we process such data on the basis of your prior consent, Art. 9(2)(a) GDPR.
  + **For non-sensitive Personal Data which we need in order to perform the Services**, such processing is necessary for the performance of our Services, Art. 6 (1) (b) GDPR.
  + **With regard to other non-sensitive Personal Data**, we process such data on the basis of our legitimate interest, Art. 6 (1) (f) GDPR, and our legitimate interest is to enhance our Services.
    - **For sensitive data** (including health data and biometric data) as defined in the GDPR, we process such data on the basis of your prior consent, Art. 9(2)(a) GDPR.
    - **For non-sensitive Personal Data which we need in order to perform the Services,** such processing is necessary for the performance of our Services, Art. 6 (1) (b) GDPR.
    - **With regard to other non-sensitive Personal Data,** we process such data on the basis of our legitimate interest, Art. 6 (1) (f) GDPR, and our legitimate interest is to enhance our Services.
* When you communicate with us or sign up for promotional materials, we process your Personal Data on the basis of our legitimate interest, Art. 6 (1) (f) GDPR, and our legitimate interest is to provide you with our promotional messages. Where we are required under applicable local law to obtain your consent for sending you marketing information, the legal basis is your consent, Art. 6(1)(a) GDPR.
* When you participate in special activities, offers, or programs.
  + **For sensitive data** (health data) (including health data or biometric data) as defined in the GDPR, we process such data on the basis of your prior consent, Art. 9(2)(a) GDPR.
  + **For non-sensitive Personal Data,** we process such data on the basis of our legitimate interest, Art. 6 (1) (f) GDPR, and our legitimate interest is to provide you with our promotional messages or to allow you to participate in our special activities, offers or programs or obtain prior consent, Art. 6 (1) (a) GDPR, if required by applicable law.
    - When you engage with our online communities or advertising and we actively collect your Personal Data in this context, we process such data on the basis of our legitimate interest, Art. 6 (1) (f) GDPR, and our legitimate interest is to provide you with our promotional messages.
    - When you access third party products and services and we obtain Personal Data about you from such third party sources:
      * **For Personal Data that we need in order to perform the Services** (e.g., if you pay for third party products through our Services), such processing is necessary for the performance of our Services, Art. 6 (1) (b) GDPR.
      * **With regard to other Personal Data,** we process such data on the basis of our legitimate interest, Art. 6 (1) (f) GDPR, and our legitimate interest is to enhance your experience and to improve our Services.
    - When you connect with us through social media:
      * **Where we collect your consent in such case,** for instance for marketing purposes, we process your Personal Data on the basis of your prior consent, Art. 6 (1) (a) GDPR.
      * **Where we do not collect your consent** in such case, we process your Personal Data on the basis of our legitimate interest, Art. 6 (1) (f) GDPR, and our legitimate interest is providing you with better Services and to enable you to use the full range of our Services (Art. 6 (1) (f) GDPR).
    - When we collect data from third parties or publicly-available sources:
      * **For Personal Data which we need in order to perform the Services** (e.g., for email verification purposes), such processing is necessary for the performance of our Services, Art. 6 (1) (b) GDPR.
      * **With regard to other Personal Data,** we process your Personal Data on the basis of our legitimate interest, Art. 6 (1) (f) GDPR, and our legitimate interest is providing you with better Services and to enable you to use our Services more efficiently.
    - When we leverage and/or collect cookies, device IDs, data from the environment, and other tracking technologies, we process your Personal Data on the basis of your consent, Art. 6 (1) (a) GDPR, and based on our legitimate interest, Art. 6 (1) (f) GDPR, to the extent permitted by applicable law.
    - When we use coarse location and data from sensors, we process such data for strictly necessary purposes in order to perform our Services, Art. 6 (1) (b) GDPR); and for our legitimate interest in marketing and improving our Services, Art. 6 (1) (f) GDPR).
    - When we aggregate or centralize data, such processing is either necessary for the performance of our Services, Art. 6 (1) (b) GDPR, or we process such data on the basis of our legitimate interest, Art. 6 (1) (f) GDPR, and our legitimate interest is to provide you with better or customized Services and marketing.
    - When you sign up for our Services that consist of social sharing and communication with others (including linking you to friends across platforms):
      * **Where we collect your consent** in such case, we process your Personal Data on the basis of your prior consent, Art. 6 (1) (a) GDPR.
      * **Where we do not collect your consent** in such case, such processing is necessary for the performance of our Services, Art. 6 (1) (b) GDPR.
    - When you share content or achievements, or invite friends to use the Services:
      * **Where we collect your consent** in such case, we process your Personal Data on the basis of your prior consent, Art. 6 (1) (a) GDPR.
      * **Where we do not collect your consent** in such case, such processing is necessary for the performance of our Services, Art. 6 (1) (b) GDPR.
    - When we provide you geographically relevant Services, offers, or advertising:
      * **Where we collect your consent** in such case, we process your Personal Data on the basis of your prior consent, Art. 6 (1) (a) GDPR.
      * **Where we do not collect your consent** in such case, for such Personal Data that we need in order to perform the Services, such processing is necessary for the performance of our Services, Art. 6 (1) (b) GDPR.
      * **Where we do not collect your consent in such case and where we do not need such data in order to perform the Services,** we process such data for our legitimate interest in offering you marketing and improving our Services, Art. 6 (1) (f) GDPR).
    - When you ask us to customize our Services:
      * **Where we collect your consent** in such case, we process your Personal Data on the basis of your prior consent, Art. 6 (1) (a) GDPR.
      * **Where we do not collect your consent** in such case, such processing is necessary for the performance of our Services, Art. 6 (1) (b) GDPR.
    - When we disclose Personal Data to our affiliates and partners, and to our service providers and vendors:
      * **Where we collect your consent** in such case, we process your Personal Data on the basis of your prior consent, Art. 6 (1) (a) GDPR.
      * **Where we do not collect your consent** in such case, such processing is necessary for the performance of our Services, Art. 6 (1) (b) GDPR, or we process such data on the basis of our legitimate interest, Art. 6 (1) (f) GDPR, and our legitimate interest is to provide you with better Services and marketing.
    - When we process or share Personal Data in the event of an actual or contemplated sale, we process such data for our legitimate interest in offering, maintaining, providing, and improving our Services, Art. 6 (1) (f) GDPR).
    - When we conduct analytics, we process your Personal Data on the basis of our legitimate interest, Art. 6 (1) (f) GDPR, and our legitimate interest is to enhance your experience and to develop and improve our Services.
    - When we investigate suspected illegal or wrongful activity, we process your Personal Data on the basis of our legitimate interest, Art. 6 (1) (f) GDPR, and our legitimate interest is to ensure compliance with legal requirements and law enforcement requests and for public safety purposes.

*Right to Lodge a Complaint Before the Data Protection Authority*

We encourage you to contact us directly and allow us to work with you to 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 the place of the alleged infringement. You have the right to do so if you consider that the processing of Personal Data relating to you infringes applicable data protection laws.

*Changes to this Privacy Policy*

In order to enhance our Services it might be necessary to change this Privacy Policy from time to time. We therefore reserve the right to modify this Privacy Policy in accordance with the applicable data protection laws. Please visit our Website from time to time for information on updates to this Privacy Policy.

*How to Contact Us or Our Privacy Office*

EnvisionBody, Inc. is the data controller responsible for the processing of your Personal Data in connection with the Services. In case of questions about the processing of your Personal Data please contact us at [info@envisionbody.com](mailto:info@envisionbody.com) (write PERSONAL DATA in the subject line) or in writing at:

EnvisionBody, LLC  
ATTN: Personal Data  
2840 West Bay Drive #229  
Belleair Bluffs, Florida 33770

**Residents of Hong Kong, SAR of China**

Hong Kong residents may request modifications, correction or access to their personal data that we possess. Please contact us in writing at the address listed above if that is necessary. We may charge for this service and will respond within the time constraints by law.

* Your Consent for Use or Sharing of Personal Data for Marketing Purposes. You have the right not to share your personal data with EnvisionBody. But doing so may not allow us to provide you with our services completely. We may use your personal data to connect with you about our services purchased by you and or to notify you of other promotional services and or products that you may want. EnvisionBody may also share personal data with our advertising partners and or associates, business partners, vendors and suppliers who are providing you with products and services for their promotional marketing purposes. Your consent may be provided using the methods explained below.
* The consent of your personal data that you give may be indicated by clicking on a box that agrees to share your personal data through our services or completing a form. This includes signing up in promotions or clicking a box indicating your consent when registering for an account with us. When receiving promotional communication from us, you may elect to opt out at any time at no charge. This is shown at the bottom of the page that you select by unsubscribing or opting out.
* Your Consent for Use or Sharing of Personal Data for Marketing Purposes. You may choose not to provide EnvisionBody with your Personal Data. However, if you choose not to provide your Personal Data, you may not be able to enjoy the full range of Services. EnvisionBody may use your Personal Data to communicate with you about EnvisionBody Services you have purchased or used and to notify you of other products, Promotions and services we think may be of interest to you. We may also share Personal Data with our Ad Partners, business partners, vendors and suppliers who are providing you with products and services for their marketing purposes. You may provide your consent through the methods described in the next section.
* EnvisionBody takes steps to keep your Personal Data accurate and up to date. If you reside in Hong Kong, you may request access to or correction of the Personal Data that we have collected about you. To access your Personal Data, please contact us through [info@envisionbody.com](mailto:info@envisionbody.com)  (write PERSONAL DATA in the subject line) or at the address listed above. We may charge for this service and will respond to reasonable requests as soon as practicable, and in any event, within the time limits prescribed by law.

Please note: It can take up to 72 hours for any outbound email changes to take effect.

**Residents of Indonesia, Malaysia, Philippines, Thailand and Singapore**

Hong Kong residents may request modifications, correction or access to their personal data that we possess. Please contact us in writing at the address listed above if that is necessary. We may charge for this service and will respond within the time constraints by law.

Indonesia, Malaysia, Philippines, Thailand or Singapore residents my request modification, correction, opposition and removal of your personal data that we possess. Request regarding your personal data must be requested by contacting us in writing at EnvisionBody, LLC 2840 West Bay Drive #229, Belleair Bluffs Florida 33770 ATTN: Personal Data or [infor@envisionbody.com](mailto:infor@envisionbody.com) (write PERSONAL DATA in the subject line). If permissible by law, we may charge for this service and will respond within the amount of time prescribed by law.

**Residents of Japan**

*Operator of Japan Websites*

EnvisionBody operates the Service, and collects, uses and shares your Personal Data as outlined in this Privacy Policy.

*How EnvisionBody Uses Personal Data*

EnvisionBody may use your Personal Data to communicate with you about the Services you have purchased or used and to notify you of other products, promotions and Services we think may be of interest to you.

EnvisionBody will use the Personal Data you provide at registration for the following purposes:

1. Communicating with you about the use of the Services.
2. Communicating with you about activities related to the Services.
3. Delivering information (including advertisements) on products, services.
4. Providing you with updates on new uses of your Personal Data.
5. Providing registration support.
6. Providing e-mail support.
7. Creating statistical and analytic information.
8. Other inevitably necessary communications to you.
9. Leveraging and/or collect cookies, device IDs, Location, data from the environment, and other tracking technologies.
10. Providing you geographically relevant Services, offers, or advertising.
11. Complying with Legal Requirements or Obligations, Law Enforcement, and for Public Safety Purposes.

We may also share Personal Data with our Ad Partners, business partners, vendors and suppliers. The sharing of Personal Data to these organizations may mean your Personal Data is transferred to third parties located outside of Japan.

You may provide your consent through the methods described in the next section.

**Consent for Use and/or Sharing of Personal Data**

If you reside in Japan, by using the Services you consent to the collection, use and transfer of your Personal Data with EnvisionBody as outlined in this Privacy Policy. Further, Personal Data collected will be shared as outlined in this Privacy Policy.

You may choose not to provide EnvisionBody with your Personal Data. However, if you choose not to provide your Personal Data, you may not be able to enjoy the full range of Services.

**How to Contact Us**

If you have any questions, comments, or concerns about how we handle your Personal Data or would like to Opt Out, then you may contact us at [info@envisionbody.com](mailto:info@envisionbody.com) (write PERSONAL DATA in the subject line) or write to us at:

EnvisionBody, LLC.   
ATTN: Personal Data  
2840 West Bay Drive #229  
Belleair Bluffs, Florida 33770

**Residents of Mexico**

By using the Services, you consent to the collection, use and transfer of your Personal Data (including sensitive personal data pursuant to Mexican law) for processing in the United States as described in this policy.

*Access Requests*

EnvisionBody takes steps to keep your Personal Data accurate and up to date. If you reside in Mexico, you may request access to, modification, cancelation, or opposition of the Personal Data that we have collected about you. To access your Personal Data, please contact us at [info@envisionbody.com](mailto:info@envisionbody.com) (write PERSONAL DATA in the subject line) or at the address listed above. We may charge for this access service pursuant to applicable law and will respond to reasonable requests as soon as practicable, and in any event, within the time limits prescribed by law.

**Residents of New Zealand**

EnvisionBody takes steps to keep your Personal Data accurate and up to date. If you reside in New Zealand, you may request access to or correction of the Personal Data that we have collected about you. To access your Personal Data, please contact us at [info@envisionbody.com](mailto:info@envisionbody.com) (write PERSONAL DATA in the subject line) or at the address listed above. We may charge for this service and will respond to reasonable requests as soon as practicable, and in any event, within the time limits prescribed by law.

**Residents of South Korea**

*EnvisionBody Personal Data Items Collected*

Mandatory: Email Address, Account Password, Billing Address, Gender, Date of Birth, postal code, IP address, browser history information, and cookies.

Optional:  Email Address, Billing Address, Gender, Date of Birth, postal code, order history, phone number, IP address, browser history information, and cookies. Login and interaction information from social media and online communities.

*Access Requests*

EnvisionBody takes steps to keep your Personal Data accurate and up to date. If you reside in South Korea, you may request access to, and modification, opposition and deletion of the Personal Data that we have collected about you. To access your Personal Data, please contact us at [info@envisionbody.com](mailto:info@envisionbody.com) (write PERSONAL DATA in the subject line) or at the address listed below. Subject to applicable law, we may charge for this service and will respond to reasonable requests as soon as practicable, and in any event, within the time limits prescribed by law.

*Data Retention and Destruction*

Under applicable Korean law, your Personal Data must be retained for the following periods:

* Records regarding contracts or the cancellation of contracts, and records on payment and provision of goods:
  + **Reason of retention:** Act on Consumer Protection in Electronic Commerce Transactions, etc.
  + **Retention period:** five years
* Records on customer complaints or dispute resolution:
  + **Reason of retention:** Act on Consumer Protection in Electronic Commerce Transactions, etc.
  + **Retention period:** three years
* Communications confirmation data
  + **Reason of retention:** Communications Privacy Protection Act
  + **Retention period:** three months
* Records on electronic financial transactions:
  + **Reason of retention:** Electronic Financial Transaction Act
  + **Retention period:** five years

*Method and Procedure for the Destruction of Personal Data*

EnvisionBody retains your Personal Data (i) for as long as you maintain an account or as needed to provide you the Services and/or (ii) as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. Personal Data is destroyed when it is no longer necessary for these purposes. The specific destruction process and method are as follows: (i) Personal Data printed on the paper is shredded, burned, pulped, pulverized, or incinerated; and (ii) Personal Data stored in electronic form is deleted using technology designed to prevent the recovery of the Personal Data.

*How to Contact Us*

If you have any questions, comments, or concerns about how we handle your Personal Data, then you may contact us at [info@envisionbody.com](mailto:info@envisionbody.com) (write PERSONAL DATA in the subject line) or write to us at:

EnvisionBody, LLC.  
ATTN: Personal Data  
2840 West Bay Drive #229  
Belleair Bluffs, Florida 33770

**Residents of Turkey**

By using the Services, you consent to the collection, use and transfer of your Personal Data with EnvisionBody as outlined in this Privacy Policy. Further, Personal Data collected will be shared as outlined in this Privacy Policy.

* **Information Security.** The Personal Data shared with EnvisionBody will be protected using technical and organizational measures designed to protect your information against unauthorized access, theft, and loss as required by article 12 of the Law on Protection of Personal Data no. 6698.
* **Personal Data Accuracy**. EnvisionBody takes steps to keep your Personal Data accurate and up to date. You are responsible for the accuracy of the information you have provided to EnvisionBody, and you understand that doing so is important in terms of exercising your personal data rights under the Law on Protection of Personal Data no. 6698 and other applicable legislation. To update your Personal Data, please contact us at [info@envisionbody.com](mailto:info@envisionbody.com) (write PERSONAL DATA in the subject line).
* **Access Requests**. If you reside in Turkey, you may request access to, and modification, opposition and deletion of the Personal Data that we have collected about you. To access your Personal Data, please contact us at [info@envisionbody.com](mailto:info@envisionbody.com) (write PERSONAL DATA in the subject line). Subject to applicable law, we may charge for this service and will respond to reasonable requests as soon as practicable, and in any event, within the time limits prescribed by law.
* **Data Retention and Destruction**. When you delete your account and/or when Personal Data is no longer needed to provide the Services or to comply with our legal obligations, resolve disputes, and enforce our agreements and/or the retention period under applicable law has expired, your Personal Data may be anonymized and continued to be used in that form.

**Residents of the United Arab Emirates**

If you reside in the United Arab Emirates, your use of the Services signifies your consent to the following:

* You affirmatively waive your material privacy rights under applicable laws;
* EnvisionBody may disclose any information you provide us, including information you may consider private; and
* EnvisionBody is not liable for any publication of information you provide us, including information you may consider private.

Please do not use the Services if you disagree with any part of this Privacy Policy.

Our [Privacy Policy](#PRIVACY) page will inform you of additional privacy information.

According to the California Consumer Privacy Act (CCPA) businesses must tell its California consumers if it sells and or how it distributes their technical device and other data. Additionally, a business must allow and exhibit opt-out methods of the sale of their data. We may share a user’s data to another company that uses it for advertising and other purposes. We do not sell your data for money.

Envisionbody may collect your personal data while using our services through our mobile app and visit our website, including our online communities that we associate with such as blogs, writing a comment or messaging, entering information into fields or social forums you engage with on our platform. This includes when you click on advertisements or other social media platforms or other organizations that link through our affiliation with us.

**If Verification needed**

Users must reach out to us directly from a verified email address. We request a test response and further information about you, and or your account may be required.

We do not respond to automated request from third party companies without authentication from the user. Evidence that the user has made this request and owns the account must be provided.

We retain the right to modify our verification process.

You can contact us as specified in our [Privacy Policy](#PRIVACY).

**Sharing Data With Other Companies**

We may share your data with companies that offer online advertising or other products or services. They sometimes use that data for their own benefit. One example of this is for targeting advertising so that they are providing the most useful and relevant information to the correct audience. This is considered by the California Consumer Privacy Act as an act of “sale”.

**Opting Out Options**

The EnvisionBody platform my allow advertisements. We may share some information beyond our service providers to third parties. This allows more useful information to be targeted to the consumers.

EnvisionBody gathers some information about you and how you use our services as well as the device that you are utilizing when you open our app or visit our website. When you use the EnvisionBody app or website, we send out a signal to our contracted ad servicing partners and share your data we collected. They then share a signal with third parties who want to reach you.

The information provided below offers instructions for how EnvisionBody account holders or website visitors can opt out of advertising.

To practice your rights **to** personal data other than opting out of the “sale”, contact us at EnvisionBody, LLC, ATTN: PERSONAL DATA, 2840 West Bay Drive #229, Belleair Bluffs Florida 33770.

Opting out or turning the advertising feature off may not remove the advertising, but it will limit the data we collect from you regarding those ads.

Envisionbody collects and stores your information when you visit our website. Whether you create an account and sign in or not, we collect information using cookies and tracking technologies. This includes using web beacons and IP address notifiers.

**Controlling Tracking & Cookies**

EnvisionBody ask for your consent for tracking when you initially visit our website.

To delete your browser cookies and cache, please click on the relevant links below for instructions. Doing this on a consistent basis will limit how you are tracked while visiting our website. If you elect to do this, it will reset your prior cookie preference you selected:[**Firefox**](https://support.mozilla.org/en-US/kb/how-clear-firefox-cache)**,** [**Safari**](https://support.apple.com/guide/safari/manage-cookies-and-website-data-sfri11471/12.0/mac/10.14)**,** [**Chrome**](https://support.google.com/accounts/answer/32050?co=GENIE.Platform%3DDesktop&hl=en)**,** [**Microsoft Edge**](https://support.microsoft.com/en-us/windows/microsoft-edge-browsing-data-and-privacy-bb8174ba-9d73-dcf2-9b4a-c582b4e640dd)**,** [**Microsoft Explorer**](https://support.microsoft.com/en-us/windows/delete-and-manage-cookies-168dab11-0753-043d-7c16-ede5947fc64d) **.**

Region Specific Opt Out Options are listed below. Please visit the websites relative to your location for more information and options for opting out of interest-based advertising. [Ad Choices](https://optout.aboutads.info/?c=2&lang=EN) (US), [Your Ad Choices](https://youradchoices.ca/en/tools) (Canada), and [Your Online Choices](https://www.youronlinechoices.com/) (EU).

**EnvisionBody Terms and Conditions of Use**

*These Terms and Conditions of Use apply and govern your use of our website and mobile application (the “App”) and are designed to create a positive, law-abiding community of our users. By using EnvisionBody, you are agreeing to all the terms and conditions below.*

EnvisionBody, LLC. and any successor entity (referred to throughout as **“EnvisionBody,” “we”** or **“us”**), offers a variety of content and services through the EnvisionBody website and App (collectively, the **“Services”**).

**Who Is Responsible if Something Happens**

• Our Service is provided "as is," and we can't guarantee it will be safe and secure or will work perfectly all the time. TO THE EXTENT PERMITTED BY LAW, WE ALSO DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS/DIET FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

• We also don’t control what people and others do or say, and we aren’t responsible for their (or your) actions or conduct (whether online or offline) or content (including unlawful or objectionable content). We also aren’t responsible for services and features offered by other people or companies, even if you access them through our Service.

• Our responsibility for anything that happens on the Service (also called "liability") is limited as much as the law will allow. If there is an issue with our Service, we can't know what all the possible impacts might be. You agree that we won't be responsible ("liable") for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms, even if we know they are possible. This includes when we delete your content, information, or account. Our aggregate liability arising out of or relating to these Terms will not exceed the greater of $100 or the amount you have paid us in the past twelve months.

• You agree to defend (at our request), indemnify and hold us harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with these Terms or your use of the Service. You will cooperate as required by us in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without our prior written consent.

THESE TERMS INCLUDE A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER IN SECTION 14. THIS PROVISION AFFECTS YOUR RIGHTS TO RESOLVE DISPUTES WITH ENVISIONBODY AND YOU SHOULD REVIEW IT CAREFULLY. YOUR CHOICE TO MAINTAIN AN ACCOUNT, ACCESS OR USE THE SERVICES (REGARDLESS OF WHETHER YOU CREATE AN ACCOUNT WITH US) CONSTITUTES YOUR AGREEMENT TO THESE TERMS AND OUR PRIVACY POLICY, WHICH IS INCORPORATED INTO THE TERMS. IF YOU DISAGREE WITH ANY PART OF THE TERMS, THEN YOU ARE NOT PERMITTED TO USE OUR SERVICES.

In the event of a conflict between the parties, the Terms will control.

**1. Use of the Services and Your Account**

**1.1 Your Account**

*You may need to create a EnvisionBody account to access the Services, and it's important that you keep your account accurate and up-to-date (particularly your email address - if you ever forget your password, a working email address is often the only way for us to verify your identity and help you log back in).*

You may need to register for a EnvisionBody account to access or use certain Services. Your account may also automatically provide you access and means to use any new Services.

When you create an account for any of our Services, you must provide us with accurate and complete information as prompted by the account creation and registration process, and keep that information up to date. Otherwise, some of our Services may not operate correctly, and we may not be able to contact you with important notices.

You are responsible for maintaining the confidentiality of any and all actions that take place while using your account, and must notify us at [info@envisionbody.com](mailto:info@envisionbody.com) (write PRIVACY in the subject line), right away of any actual or suspected loss, theft, or unauthorized use of your account or account password. We are not responsible for any loss that results from unauthorized use of your username and password.

**If you are a resident of the European Union:** You have the right to delete your account with us by contacting us at [info@envisionbody.com](mailto:info@envisionbody.com) (write DELETE ACCOUNT in the subject line). If you choose to permanently delete your account, the non-public Personal Data that we have associated with your account will also be deleted.

**1.2 Service Updates, Changes and Limitations**

*Our Services are constantly evolving. With the launch of new products, services, and features, we need the flexibility to make changes, impose limits, and occasionally suspend or terminate certain Services. We may also update our Services, which might not work properly if you don't install the updates.*

The Services change frequently, and their form and functionality may change without prior notice to you.

We may provide updates (including automatic updates) for certain Services as and when we see fit. This may include upgrades, modifications, bug fixes, patches and other error corrections and/or new features (collectively, **“Updates”**). Certain portions of our Services may not properly operate if you do not install all Updates. You acknowledge and agree that the Services may not work properly if you do not allow such Updates and you expressly consent to automatic Updates. Further, you agree that the Terms (and any additional modifications of the same) will apply to any and all Updates to the Services. We may change, suspend, or discontinue any or all of the Services at any time, including the availability of any product, feature, database, or Content. In addition, we have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality of any Service. We may also impose limits on certain Services or restrict your access to part or all of the Services without notice or liability.

We may change our fee to use our service with any update. You may be required to pay additional money to receive the update. You will not receive a refund for any money paid to us prior to the update.

**1.3 Service Monitoring and Suspension**

*We reserve the right to refuse to provide the Services to anyone, and can monitor, terminate or suspend your account or access to the Services at any time.*

We reserve the right, but have no obligation, to monitor any accounts and/or activities conducted through or in any way related to the Services (including inviting a fellow user into a community or group), as well as any user’s use of or access to Personal Data, and profiles of other users.

We may also deactivate, terminate or suspend your account or access to certain Services at any time: (1) if we, in our sole discretion, determine you are or have been in violation of these Terms or the spirit thereof (as highlighted in our Community Guidelines), (2) if we, in our sole discretion, determine you have created risk or possible legal exposure for EnvisionBody, the general public, any third party, or any user of our Services, (3) in response to requests by law enforcement or other government agencies, (4) upon discontinuation or material modification of any Services, or (5) due to unexpected technical issues or problems. We will endeavor to notify you by email or the next time you attempt to access your account after any such deactivation, termination or suspension.

**1.4 Security**

*Please let us know right away if you believe your account has been hacked or compromised.*

We care about the security of our users. While we work hard to protect the security of your Personal Data, User-Generated Content, and account, we cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Please notify us at [info@envisionbody.com](mailto:info@envisionbody.com), (write SECURITY in the subject line) immediately of any actual or suspected breach or unauthorized access or use of your account.

**2. Ownership and Use of Content**

**2.1 Definitions**

*Content is what shows up in-app or on the website when you use our Services. User-Generated Content is any Content that is created by you or other users, and EnvisionBody Content is all other Content.*

*For purposes of these Terms, (i)****“Content”****means any form of information, data or creative expression and includes, without limitation, video, audio, photographs, images, illustrations, animations, tools, text, ideas, communications, replies, comments, software, scripts, executable files, graphics, geo-data, workouts and workout data, biometric data and data elements derived therefrom, meal, or fitness training plans, annotations, nutrition information, calorie intake, calorie suggestions, interactive features, designs, copyrights, trademarks, service marks, branding, logos, and other similar assets, patents, sounds, applications and any intellectual property therein, any of which may be generated, provided, or otherwise made accessible on or through the Services; (ii)****“User-Generated Content”****means any Content that a user submits, transfers, or otherwise provides to or through the use of the Services; and (iii)****“EnvisionBody Content”****means all Content that is not User-Generated Content.*

**2.2 Ownership**

*You own the Content that you create, and we own the Content that we create.*

All EnvisionBody Content and all copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) in and on the Services belong to EnvisionBody and/or its partners or applicable third parties. Each user retains ownership, responsibility for, and/or other applicable rights in the User-Generated Content that he/she creates, but grants a license of that User Generated Content to EnvisionBody as explained in Section 2.5 below. EnvisionBody and/or its partners or third parties retain ownership, responsibility for and/or other applicable rights in all EnvisionBody Content. Except as expressly provided in the Terms, nothing grants you a right or license to use any EnvisionBody Content, including any content owned or controlled by any of our partners or other third parties. You agree not to duplicate, publish, display, distribute, modify, or create derivative works from the material presented through the Services unless specifically authorized in writing by us.

**2.3** **Our License to You**

*You are welcome to access and use the EnvisionBody Content and Services. We work hard to provide a great experience for our users, so please respect our intellectual property rights and only use the EnvisionBody Content and Services as intended. This includes not using any EnvisionBody Content or Services for commercial purposes without our permission. We do have APIs and other tools you can use to help create your own apps and products. Contact us to find out more.*

Subject to your compliance with these Terms, we grant you a limited, revocable, personal, non-transferable, and non-exclusive right and license to access and use the Services and EnvisionBody Content for your own personal, noncommercial purposes, provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, sell, assign, sublicense, grant a security interest in, transfer or otherwise commercially exploit any right in the EnvisionBody Content or Services.

**2.4 Acceptable Usage Guidelines**

* **2.4.1 EnvisionBody Content.** Except as expressly permitted by applicable law or authorized by EnvisionBody, you agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, the Services’ software, or any EnvisionBody Content offered as part of the Services (other than User-Generated Content), in whole or in part. You shall not download, copy, or save EnvisionBody Content, except (i) as expressly permitted by the functionality of certain Services as provided for in the specific guidelines and/or additional terms applicable to those Services, or (ii) solely for personal use or your records.
* **2.4.2 Commercial Usage of the Services.** The EnvisionBody Services are intended only for your personal, non-commercial use. You shall not use the Services to sell a product or service, to increase your brand awareness, increase traffic to your own website or a third-party website for commercial reasons (such as advertising sales), or otherwise undertake any endeavor aimed at deriving revenue or false representation. For example, you shall not take the results from EnvisionBody Services and reformat and display them as your own, and or mirror our home pages or results pages on your website. Moreover, you shall not “meta-search” our Services. If you seek to make commercial use of the Services, you must enter into an agreement with us to do so in advance. Please contact us at info@envisionbody.com.
* **2.4.3 Linking to the Services.** If you would like to link to our Services on your website or App, you must ask for our permission in advance. If we decide to allow you to link to our services, please follow these rules: (i) any link to the Services must be a text only link clearly marked “EnvisionBody” (without the use of any other trademark, logo copyright or any other intellectual property asset owned or controlled by EnvisionBody) or in some other format directed by us, (ii) the appearance, position and other aspects of the link may not damage or dilute the goodwill associated with our marks, (iii) the link must “point” to the root domain name of the Services and not to other pages within the Services, (iv) the appearance, position and other attributes of the link may not create the false appearance that your organization or entity is sponsored by, affiliated with, or associated with EnvisionBody, (v) when selected, the link must display the Service on full-screen and not within a “frame” on the linking website or service, and (vi) we reserve the right to revoke its consent to the link at any time and in its sole discretion, and upon our notification to you of such revocation of consent, you agree to promptly remove the relevant link.

**2.5 Your License to Us**

*When you post Content in connection with our Services, it belongs to you - however, you're giving us permission to use that Content in connection with our Services and make the Content available to others. We can edit or remove your Content from our Services at any time for any reason. Don't post any Content that is not yours or that you do not have permission to post.*

When you provide User-Generated Content to EnvisionBody through our Services, you grant us and our users a non-exclusive, irrevocable, royalty-free, freely transferable, sublicensable, worldwide right and license to use, host, store, cache, reproduce, publish, display (publicly or otherwise), perform (publicly or otherwise), distribute, transmit, modify, adapt (including, without limitation, in order to conform to the requirements of any networks, devices, services, or media through which the Services are available), commercialize, create derivative works of, and otherwise exploit such User-Generated Content in connection with any and all Services. You acknowledge and agree that: (a) we have the right to arrange the posting of User-Generated Content in any way we desire; (b) we have no obligation to provide you with any credit when using your User-Generated Content, but if we choose to provide you with credit, the size and placement of the credit is at our sole discretion; and (c) you are not entitled to any compensation or other payment from us in connection with the use of your User-Generated Content.

The rights you grant in this license are for the limited purposes of allowing EnvisionBody to operate and allow other users to use the Services in accordance with their functionality, improve the Services, and develop new Services. Notwithstanding the above, we will not make use of any of your User-Generated Content in a manner that is inconsistent with our Privacy Policy.

We reserve the right to monitor, remove or modify User-Generated Content for any reason and at any time, including User-Generated Content we believe violates these Terms, the Community Guidelines, and/or our policies.

You agree you will respect the intellectual property rights of others. You represent and warrant you have all the necessary rights to grant EnvisionBody the foregoing license for all User-Generated Content you submit in connection with the Services and will indemnify us for any breach of this representation and warranty.

**2.6 Spreading the Word**

*If you share someone else's Personal Data with us, you must first get their permission.*

We hope you enjoy using our Services and encourage you to share your enthusiasm for them with your friends. If you elect to use the features in our Services to tell a friend about the Services, we will ask you to provide your friend’s email address or social media profile, which we may then use to contact your friend about the Services. We may store the information you provide for a period of time, but we will not post this information publicly. You represent and warrant that you are authorized to provide any third-party contact information that you provide to us for referrals and will indemnify us for any breach of this representation and warranty.

**2.7 Content Retention**

*Please keep in mind that when you make something publicly available on the Internet, it becomes practically impossible to take down all copies of it in the future.*

Following termination of your account, or if you remove any User-Generated Content from the Services, we may retain your User-Generated Content for a commercially reasonable period of time for backup, archival, or audit purposes, or as otherwise required or permitted by law. Further, EnvisionBody and its users may retain and continue to use, store, display, reproduce, share, modify, create derivative works, perform, and distribute any of your User-Generated Content that otherwise has been stored or shared through the Services. The license to your User-Generated Content therefore continues even if you stop using the Services. When you post something publicly, others may choose to comment on it, making your Content part of a social conversation. For more information, please review our Privacy Policy.

**3. Community Guidelines**

**3.1 Interactive Areas**

*Our Services may contain community features. When you post content through these features that content may become public. We may, but do not always, monitor our community features, and ultimately you are responsible for your interactions with other users. Please use good judgment and play fair.*

Some of our Services may include reviews, discussion forums, conversation pages, blogs or other interactive areas or social features that allow you and other users to post User-Generated Content and interact with one another (**“Interactive Areas”**). You are solely responsible for your use of the Interactive Areas and for any User-Generated Content you post, including the transmission, accuracy and completeness of the User-Generated Content. As the Interactive Areas are often public, you understand your User-Generated Content may be made and remain public. You should, accordingly, never post any Personal Data in an Interactive Area.

We are entitled, but have no obligation, to monitor our community features. You are solely responsible for your interactions with other users, whether online or in person, including but not limited to comments, challenges, and friendly competition. We assume no responsibility or liability for any loss or damage resulting from any interaction with other users who employ the Services, individuals you meet through the Services, or individuals who find you because of Content posted on, by or through the Services. EnvisionBody is under no obligation to become involved in and disclaims all liability related to any disputes between its users and you release EnvisionBody from all responsibility and liability arising out of or in connection with such dispute.

**3.2 Community Guidelines**

*Our Services are intended to be a safe and supportive environment to help you reach your fitness and wellness goals. You cannot use our services to post inappropriate material, harass people, send spam, violate intellectual property rights, or act inappropriately. Be reasonable and act responsibly.*

Our Services are intended to create a safe and supportive community for all users. To maintain a safe and positive environment, we require everyone to agree to and follow certain rules (the **“Community Guidelines”**) when posting User-Generated Content and using the Services. Our Community Guidelines are based in many instances on principles of applicable law. Violations of our Community Guidelines may expose you to criminal charges and civil liability. By using the Services you agree that your User-Generated Content and use of the Services, including without limitation the Interactive Areas, will not violate the Community Guidelines. If you violate the Community Guidelines, we reserve the right to terminate your access to the Services.

* **No Inappropriate Content.** Don’t post Content that is stalking, threatening, hurtful, harassing, abusive, or embarrassing to other members of the community. No derogatory references to sex, gender, age, weight, body type, disability, ethnicity, religion, or sexual orientation, or endorsement of violence against any person or group, even if couched in humor, will be permitted. This includes expressing stereotypes about any group or community. Don’t post Content that is defamatory, obscene, pornographic, offensive, hateful, inflammatory, or that promotes sexually explicit material. You can respectfully disagree with a message, post or topic, but please do not attack other users by mocking or insulting them. If you are attacked by another user, and you reciprocate, you may also be subject to the same consequences.
* **No Hijacking, Trolling, or Flame-baiting**. If you are participating in our forums, please stay on-topic in an existing thread, and post new threads in the appropriate forum. Taking a thread off-topic is considered hijacking. This includes posts that provoke or are intended to incite uproar.
* **No Promotion of Unsafe Weight-Loss Techniques or Eating Disorders.** Use of the Services to promote, glamorize, or achieve dangerously low levels of eating is not permitted. Accordingly, please do not contribute the following types of Content, which may be removed without warning:
  + Content intended to promote potentially unsafe or controversial weight loss products or procedures, including non-medically prescribed supplements and any prescription medications.
  + Profiles, groups, messages, posts, or wall comments that encourage anorexia, bulimia, or very low calorie diets. This includes positive references to ana/mia, purging, or self-starving.
  + Photos intended to glamorize extreme thinness.
* **No Harm to Minors.** Don’t use the Services in a way that harms minors (or anyone, really).
* **No Disruptions, Exploits, or Resource Abuse.** Do not interfere with or damage operation of the Services, including through unauthorized use, disruption, automated attacks, exploitation, or abuse of our resources
* **No Sending Spam and Junk Mail.** Don’t spam people via posts, replies, or messages.
* **No Illegal Content.** Don’t advocate, promote, or assist any fraudulent or illegal act (e.g., violence, impersonation and computer misuse).
* **No Soliciting Personal Data.** Please don’t post or solicit Personal Data regarding or from any third party, including photographs, telephone numbers, street addresses, last names, email addresses and passwords in the Interactive Areas.
* **No Public Posting of Private Conversations.** Don’t publicly post an email or private message from any other user, moderator or administrator.
* **No Breach of Legal Duty.** Don’t post Content in breach of any contractual or other legal duty owed to a third party.
* **No Deceptive or Fraudulent Links.** Don’t post deceptive or fraudulent links. This includes links with misleading descriptions, putting the wrong “source” field in a post, setting misleading click-through links on images, or embedding links to interstitial or pop-up ads.
* **No Intellectual Property Infringement.** Respect the intellectual property of others. If you aren’t allowed to use someone else’s proprietary work or likeness (either by license or by legal exceptions and limitations such as fair use), please don’t post it. In particular, if you have any reason to believe User-Generated Content you see on our Services is infringing your intellectual property or the intellectual property of others, please see the Intellectual Property/DMCA section of our Terms.
* **No Impersonating EnvisionBody or Others.** Don’t post Content that is likely to deceive any person or be used to impersonate any person, or to misrepresent your identity or affiliation with any person, including with EnvisionBody. Creating an account for the purposes of deceiving other users or to work around a suspension is not permitted and will be grounds for a permanent ban from the Services.
* **No Automated Querying.** Do not send automated queries of any sort to the systems and networks we use to provide the Services without our express written permission.
* **Other.** Don’t post any Content that contains anything that, we in our sole determination, may determine is objectionable or inhibits any other person from using or enjoying the Services, or that may expose EnvisionBody or our users to any harm or liability of any kind. Don’t post content that may damage or dilute the goodwill associated with EnvisionBody or our, logos and marks.

If we determine you are violating the Community Guidelines or otherwise have breached the Terms, we may take actions to address the issue, including, but not limited to, terminating your right to use the Services, removing your User-Generated Content, taking legal action against you (in which case you agree that we may recover reasonable costs and attorneys’ fees) or disclosing information to law enforcement authorities. We reserve the right to enforce, or not enforce, these Community Guidelines in our sole discretion, and they don’t create a duty or contractual obligation for us to act in any particular manner.

**3.3 Reporting Objectionable User-Generated Content**

*People do post inappropriate content on user-generated content sites. We do our best to keep the community safe and secure (users respecting the Community Guidelines helps), but you still might run into bad content before we have a chance to take it down. If you spot anything objectionable, please let us know.*

While we require all of our users to comply with the Community Guidelines and reserve the right to monitor for violations, we ultimately cannot guarantee all users will comply with the Community Guidelines or these Terms at all times. If you believe any Content submitted to our Services violates the Community Guidelines, or if you know or suspect someone is misusing your User-Generated Content, please report it to us at [info@envisionbody.com](mailto:info@envisionbody.com) (write REPORT USER VIOLATION in the subject line). We have the right, but not the obligation, to review and take action or remove any User-Generated Content you report. You understand and acknowledge that when you access or otherwise use the Services, you may be exposed to User-Generated Content from a variety of sources, and we are not responsible for the accuracy, usefulness, safety, legality, appropriateness, or intellectual property rights of or relating to such User-Generated Content.

We are not responsible or liable for any injury or harm to you resulting from objectionable User-Generated Content or another user’s failure to comply with our Community Guidelines.

**4. Intellectual Property/ DMCA**

*We respect intellectual property laws. If anything is wrong, please send an email with all the details to*[*info@EnvisionBody.com*](mailto:info@EnvisionBody.com) *(write INTELLECTUAL PROPERTY in the subject line).*

If you believe User-Generated Content or EnvisionBody Content infringes copyright or trademark under U.S. or other national law, please notify us immediately using the contact information provided herein. It is our policy to investigate any allegations of infringement brought to our attention. Please provide us with the following information in your notice of a suspected violation:

* Identification of the material being infringed.
* Identification of the material that is claimed to be infringing, including its location, with sufficient detail so that we are capable of finding it and verifying its existence.
* Contact information for the notifying party (the **“Notifying Party”**), including name, address, telephone number, and email address.
* A statement that the Notifying Party has a good faith belief that the material is not authorized by the owner, its agent or law.
* A statement made under penalty of perjury that the information provided in the notice is accurate and that the Notifying Party is authorized to make the complaint on behalf of the owner.
* A physical or electronic signature of a person authorized to act on behalf of the owner of the material that has been allegedly infringed.

Your notice must be signed (physically or electronically) and must be addressed as follows:

EnvisionBody, LLC.  
2840 West Bay Drive #229  
Belleair Bluffs, Florida 33770  
Attn: DMCA Requests

You acknowledge that if you fail to comply with all of the requirements of this section, your notice may not be valid. Some information provided in a notice of infringement may be forwarded to the user who posted the allegedly infringing content. In the U.S., under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability. Please see [www.copyright.gov](https://www.copyright.gov/) for more information about how to prepare or respond to a DMCA notice and/or [www.uspto.gov/trademark](https://www.uspto.gov/trademarks) for more information about trademark rights.

**5. Third Party Links and Services**

*Our Services may link to, interact with or be available on third-party services or products such as social media and third-party devices. If you access such third-party services or products, be aware that different terms and privacy policies apply to your usage of such services.*

**5.1 Social Networking and Logins**

You may enable or log in to the Services via various online third-party services, such as social media and social networking services like Facebook (**“Social Networking Services”**). To take advantage of these features and capabilities, we may ask you to authenticate, register for, or log into Social Networking Services on the websites of their respective providers. As part of this integration, the Social Networking Services will provide us with access to certain information you have provided to them, and we will use, store, and disclose such information in accordance with our Privacy Policy. Please remember the way Third Party Services (including Social Networking Services) use, store, and disclose your information is governed solely by the policies of those Third Party Services, and we have no liability or responsibility for the privacy practices or other actions of any third-party website or service that may be enabled within the Services. In addition, we are not responsible for the accuracy, availability, or reliability of any information, content, goods, data, opinions, advice, or statements made available in connection with Social Networking Services. As such, we are not liable for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Social Networking Services.

**5.2 Third-Party Applications**

You may be able to access certain third-party links, applications, content, services, promotions, special offers, or other events or activities (**“Third-Party Applications”**) via our Services. If you choose to access these Third-Party Applications, you may be requested to log-in and sync your accounts with such applications. You are in no way obligated to use any Third-Party Applications, your access and use of such applications is entirely at your own risk, and we have no associated liability. In addition, we are not responsible for the accuracy, availability, or reliability of any information, content, goods, data, opinions, advice, or statements made available by any Third-Party Applications. As such, we are not liable for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Third-Party Applications.

**5.3 Third Party Products**

Our Services may be accessed on third-party devices or other products (**“Third Party Products”**), and your ability to use certain features of the Services may require you to purchase Third-Party Products (e.g., fitness trackers, smart scales, etc.). While we may recommend, promote, or market the products of certain partners, we have no responsibility for your acquisition or use of any Third-Party Products, and we do not guarantee that Third-Party Products will function with the Services or will be error-free. We hereby disclaim liability for all Third-Party Products, including any Third-Party Products offered by our partners.

**6. Mobile Services**

*While we strive to make the Services available on many platforms, we can't guarantee that the App is compatible with your device (though please let Customer Support know if you have a question or problem; we want to help). If you use the App, your standard data and messaging rates will apply, and the rules of the app store from which you are downloading will also apply.*

**6.1 Wireless Carrier and Device Considerations**

To use or access our App, you will need a compatible device. We cannot guarantee the App will be compatible with, or available on, your device. Your phone company’s normal messaging, data, and other rates and fees, however, will still apply. You may be required pay fees to access certain special features and content included in our Premium Subscriptions (as described in Section 7).

**6.2 Mobile Application License**

We hereby grant you a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license to use the App downloaded directly from a legitimate marketplace, solely in object code format and solely for your personal use for lawful purposes. With respect to any open source or third-party code that may be incorporated in the App, such open source code is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code.

**6.3 App Stores**

If you download the App from a third-party app store (the **“App Provider”**), you acknowledge and agree that:

* The Terms are an agreement between us, and not with the App Provider. As between EnvisionBody and the App Provider, EnvisionBody is solely responsible for its applications;
* The App Provider has no obligation to provide any maintenance and support services with respect to the App;
* In the event of any failure of the App to conform to any applicable warranty, (i) you may notify the App Provider and the App Provider may refund the purchase price for the App to you (if applicable), (ii) to the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation whatsoever with respect to the App, and (iii) any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be, as between EnvisionBody and the App Provider, EnvisionBody’s responsibility;
* The App Provider is not responsible for addressing any claims you have relating to the App or your possession and use of the App;
* If a third party claims the App infringes another party’s intellectual property rights, as between the App Provider and EnvisionBody, EnvisionBody will be responsible for the investigation, defense, settlement and discharge of any such claim to the extent required by these Terms;
* The App Provider and its subsidiaries are third-party beneficiaries of these Terms as it relates to your license to the App. Upon your acceptance of these Terms, the App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App against you as a third-party beneficiary thereof; and
* You must also comply with all applicable third-party terms of service when using the App.

**7. Paid Services**

**You may pay a one-time fee to use our paid services. Paid services once billed and paid are non-refundable. We may implement updates that require a new one-time payment to continue using our services. Refunds are not issued for prior payments given to EnvisionBody before the update.**

**We may offer a free version of our services that is subject to change to a paid version at any time without notice to you. This will require you to make a payment to continue to use our services.**

*If you choose to subscribe to any of our paid services like Subscriptions, these are the payment and billing terms that apply. Paid services and billing may auto-renew unless you cancel. You may cancel at any time.*

**7.1 Payment Terms**

We may offer certain premium versions of the Services (e.g., Premium Subscriptions) (the **“Premium Services”**) for a fee. By signing up for and using the Premium Services, you agree to our Terms, and any additional terms and conditions provided here. You also agree to waive your 14-day right of withdrawal at the moment you subscribe to the Premium Services to the maximum extent permitted by applicable law, so that you are able to immediately access them.

The Premium Services provide you access to certain enhanced content, features and functionality (e.g., setting daily calories and or exercise and or image processing, an ad-free experience and per day ). By signing up for and using the Premium Services, including signing up for Free Trials of the Premium Services, you agree to pay any fees or other incurred charges that apply to the Premium Services (such as ongoing subscription fees).

When you sign up for the Premium Services, you must designate and provide information about your preferred payment method (**“Payment Method”**). This information must be complete and accurate, and you are responsible for keeping it up to date. You expressly authorize us to collect via automatic debit or ACH from your Payment Method the appropriate fees charged for the Premium Services and for any other purchases you elect to make via the Services.

Unless otherwise stated, all fees due for the Premium Services are payable in advance, and will be billed automatically to the Payment Method at the start of the monthly or annual Premium Service period, as applicable. Unless otherwise stated, Premium Services will auto-renew until you elect to cancel your access to Premium Services. All purchases of Premium Services are final and non-refundable, except at our sole discretion and in accordance with the rules governing each Premium Service.

**7.2 Termination or Cancellation of Premium Services**

If you do not pay the fees or charges due for your use of the Premium Services, 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 Premium Services (and may do so without notice).

You can cancel the Premium Services at any time. Once you have cancelled your Premium Service and received confirmation, no other changes can be made to your account. The cancellation of a Premium Service will go into effect at the end of your current billing cycle, and you will have the same level of access to the Premium Service through the remainder of such billing cycle. For example, if you are billed on a monthly basis and cancel during a given month, you will be charged for the entirety of that month and maintain access to the Premium Service through the end of that month.

There are no refunds for termination or cancellation of your Premium Service. If you select an annual service, but cancel before the end of the annual period, you cannot be refunded for early termination. You will have the same level of access to the Premium Service until your annual date has ended. If you no longer wish to subscribe to a Premium Service, it is your responsibility to cancel your Premium Service in due time, regardless of whether or not you actively use the Premium Service.

**7.3 Fee Changes**

To the maximum extent permitted by applicable laws, we may change our prices for Premium Services at any time. If you do not wish to pay the new prices, you can cancel the applicable Premium Service.

**7.4 Discount, Coupon or Gift Codes**

If you have received a discount, coupon or gift code to our Services, the following terms and conditions apply in addition to the terms and conditions of the specific code. To redeem a discount or coupon code, log in to EnvisionBody and enter the applicable code to take advantage of the relevant promotion. Discount, coupon and gift codes cannot be combined with any other sales, promotion or coupon, and cannot be exchanged, refunded, replaced or redeemed for cash or payment of accounts. A payment method may be required to redeem a discount or coupon code. It is your own responsibility to use a discount, coupon or gift code before it expires, and expired codes cannot be refunded or extended. It is also your responsibility to terminate the Services before the end of a free or discounted period if you do not want to continue with the Services at the regular price. The terms and conditions of a specific discount, coupon or gift code may include additional restrictions on its use, including but not limited to the type of plan, duration of free or discounted Services, coupon validity dates, and/or purchase quantities. EnvisionBody reserves the right to cancel discounts and coupon promotions at any time.

**7.5 Free Trials**

We sometimes offer free trials of our Services or other promotional offers (each a **“Free Trial”**). A Free Trial provides you access to the Services for a period of time, with details specified when you sign up for the offer.

In order to sign up for a Free Trial, you may need to provide us with your preferred Payment Method. As soon as you submit your payment details, your Free Trial will begin. You will not be charged until the Free Trial period ends.

**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 that Service using the Payment Method you provided.** All incurred charges are final and non-refundable, except at our sole discretion and in accordance with the rules governing each Service. We may send you a reminder when your Free Trial is about to end, but we do not guarantee any such notifications. It is ultimately your responsibility to know when the Free Trial will end if you decide you do not want to become a paying Services user after the Free Trial period.

If you decide you do not want to become a paying Services user, you must cancel your subscription before the end of the Free Trial period. Depending on the applicable Service, you may lose access as soon as you cancel or at the end of the Free Trial period. Once you have cancelled your Free Trial and received confirmation, you cannot resume the Free Trial period even if it was not used for the entire duration of the offer.

Service features and content may change at any time, and we cannot guarantee any specific feature or content will be available for the entire Free Trial period. The rates in effect when you sign up for the Free Trial will be the same when the Free Trial ends, unless we notify you otherwise. We reserve the right, in our absolute discretion, to modify or terminate any Free Trial offer, your access to the Services during the Free Trial, or any of these terms without notice and with no liability. You may not sign up for more than one Free Trial of a given Service at the same time, and we reserve the right to limit your ability to take advantage of multiple Free Trials.

**8. Fitness and Wellness Activities and Dietary and or Calorie Guidance**

*It's important to us that users stay healthy while achieving their fitness and wellness goals. Please be responsible and use your best judgment and common sense. We provide our Services for information and entertainment purposes only, and can't be held liable if you suffer an injury or experience a health condition. We strive to encourage good health and motivation to reach your health goals, our platform is for entertainment and should never trump good judgment or actual medical advice.*

**8.1 Safety First**

EnvisionBody cares about your safety. You should consult with your healthcare provider(s) and consider the associated risks before using our Services in connection with any fitness or wellness regimen-oriented Content or any dietary program-oriented Content (“**Programs**”). By using our Services, you agree, represent and warrant that you have received consent from your physician to participate in the Programs, or any of the related activities made available to you in connection with the Services. Further, you agree, represent and warrant that you have consulted with your physician before making any dietary changes based upon information available through the Services. Everyone’s condition and abilities are different, and participating in the Programs and other activities promoted by our Services is at your own risk. If you choose to participate in the Programs and these activities, you do so of your own free will and accord, knowingly and voluntarily assuming all risks associated with such activities. The Programs and other activities promoted by the Services may pose risks even to those who are currently in good health.

You expressly agree that your athletic activities, diet information and image(s) you input, which may generate content you are seeking from our Service that we provide to you, you post or seek to post on or via the Services (e.g., workouts exercises, image change etc.) carry certain inherent and significant risks of property damage, bodily injury, possibly eating disorders or death and that you voluntarily assume all known and unknown risks associated with these activities.

Except as otherwise set out in these Terms, and to the maximum extent permitted by applicable law, we are not responsible or liable, either directly or indirectly, for any injury, illness, or damages sustained from your use of, or inability to use, any Services or features of the Services, including any Content or activities you access or learn about through our Services even if caused in whole or part by the action, inaction or negligence of EnvisionBody or others.

**8.2 Disclaimer Regarding Accuracy and Reliance on Content**

We make no representations or warranties as to the accuracy, reliability, completeness or timeliness of any Content available through the Services, and we make no commitment to update such Content.

In addition, User-Generated Content, including advice, statements, or other information, including, without limitation, image(s), image change, body transformation, calorie intake, food, nutrition, dietary guidance, exercise or training guidance, athletic activities, and exercise database entries, should not be relied on without independent verification. User-Generated Content, whether publicly posted or privately transmitted, is the sole responsibility of the user from whom such User-Generated Content originated. All information is provided “as is” without any representation, warranty or condition as to its accuracy or reliability.

In particular, EnvisionBody’s image processing database (**“Image Database”**) utilizes artificial intelligence and other factors to predict a general future outcome of what your image may look like in the future after following a certain calorie intake and exercise routine and other factors or current weight and target weight. The future outcome displayed is solely for entertainment purposes and is not a realistic image that you should rely on for any purpose, including for diet and or fitness goals. It’s intended to create a future image of you that is only for fun and enjoyment. You should not strive to look like the image displayed to you. We strongly recommend that you seek a professional medical doctor to set realistic expectations of what you may look like with less weight or more weight and to provide you with an exercise and or diet plan to achieve that. Please be advised that nutritional information or exercise routines that may be provided by EnvisionBody, have not been reviewed by persons with the expertise required to provide you with complete, accurate, or reliable information or image outcome expectations. EnvisionBody does not (i) guarantee the accuracy, completeness, or usefulness of any nutritional information or fitness plans or image outcomes. To the extent permitted by applicable law, under no circumstances will EnvisionBody be responsible for any loss or damage resulting from your reliance on information you receive; including images you receive from EnvisionBody’s Service. You are solely responsible for ensuring any information or new image(s) you see that is processed using EnvisionBody’s Services is useful to you. Any image(s) provided to you that are processed using our Services, are fake and nonrealistic and only for entertainment purposes.

We may have a blog or other social resources available to you and others that use our Service. Accordingly, relying on any advice provided by other users is at your own risk. To the extent permitted by applicable law, under no circumstances will EnvisionBody be responsible or liable for any loss or damage resulting from your reliance on information or advice provided by any user on our platform or our Services.

**8.3 Not Medical Advice**

Any and all services provided by, in and/or through the Services (including but not limited to Content) are for informational and entertainment purposes only. EnvisionBody is not a medical company or represent healthcare professionals, and EnvisionBody does not provide medical services or render medical advice. Nothing contained in the Services should be construed as such advice or diagnosis. The information, image(s) and reports generated by us should not be interpreted as a substitute for physician consultation, evaluation, or treatment, and the information made available on or through the Services should not be relied upon when making medical decisions, or to diagnose or treat a health condition or illness. YOUR USE OF THE SERVICES DOES NOT CREATE A DOCTOR-PATIENT RELATIONSHIP BETWEEN YOU AND ENVISIONBODY.

You should seek the advice of a physician or a medical professional with any questions you may have regarding your health before beginning any dietary programs or plans, exercise regimen or any other fitness or wellness activities or plans that may be referenced, discussed or offered under the Services. If you are being treated for a health condition or illness, taking prescription medication or following a therapeutic diet to treat a disease, you should consult with your physician before using the Services. You represent to us (which representation shall be deemed to be made each time you use the Services), that you are not using the Services or participating in any of the activities offered by the Services for purpose of seeking medical attention. You further agree that, before using the Services, you will consult your physician, particularly if you are at risk for problems resulting from exercise or changes in your diet. If any information you receive or obtain from using the Services is inconsistent with the medical advice from your physician, you should follow the advice of your physician.

The Services may provide you access to certain suggestions—namely guidance on fitness regimens and diet/calorie intake planning (“**Plans**”). The Plans are not a medical or any other type of health service. No diagnosis or treatment of, or advice regarding, any dietary or health condition is delivered by the Plans. The Plans are not a substitute for, and are not an alternative to healthcare diagnosis and treatment when a dietary or health condition or illness is present. You should seek diagnosis, treatment and advice regarding dietary or health conditions or illnesses from physicians practicing medicine and other licensed healthcare professionals. Under no circumstances will any of your interactions with our Plans be deemed or construed to create a physician-patient relationship or a fiduciary duty of any kind whatsoever. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH THE PLANS.

**8.4 Success Stories Not Typical**

Success stories posted by users or EnvisionBody on our Services may not represent typical or even accurate results obtained from any particular fitness activity or diet. To the extent permitted by applicable law, EnvisionBody has no and assumes no obligation or liability associated with the accuracy, reliability or effectiveness of any fitness activity or dietary recommendation contained in any user success stories.

**8.5 Accuracy**

The transformed image displayed is an exaggerated image of you and not representative of what you should expect your image to look like. This is for general entertainment purposes. We recommend you consult a healthcare professional to set realistic expectation of your image change relative to your fitness and health routine.

The transformed image displayed to encourage healthy eating and fitness goals is an exaggerated image of you and not a representation of what you should expect your body image to look like. We do not process your image to show you what you can expect, but an example of you in only an exaggerated changed form for entertainment purposes only. Although you input information that may be used to affect the outcome of the image transformation, this is not a realistic example of what you can expect to look like if following the guidelines, you inputted into the platform. The Services are intended to provide you with information to encourage you and to support your wellness and fitness activities.

**If you are a resident of New Jersey or the Netherlands:**

Notwithstanding anything herein to the contrary, nothing in these Terms limits or excludes our responsibility for losses or damages caused by EnvisionBody’s own fraud, recklessness, gross negligence or willful misconduct.

**9. Modifications to the Terms**

*As the Services grow and improve, we might have to make changes to these Terms.*

**9.1 Updates to these Terms**

We reserve the right to modify these Terms by (i) posting revised Terms on and/or through the Services, and/or (ii) providing advance notice to you of material changes to the Terms, generally via email where practicable, and otherwise through the Services (such as through a notification on the home page of the EnvisionBody website or in -app). Modifications will not apply retroactively unless required by law.

We may sometimes ask you to review and to explicitly agree to or reject a revised version of the Terms. In such cases, modifications will be effective at the time of your agreement to the modified version of the Terms. If you do not agree at that time, you are not permitted to use the Services. In cases where we do not ask for your explicit agreement to a modified version of the Terms, the modified version of the Terms will become effective as of the date specified in the Terms. Your choice to maintain an account, access or use the Services (regardless of whether you create an account with us) following that date constitutes your acceptance of the terms and conditions of the Terms as modified. If you do not agree to the modifications, you are not permitted to use, and should discontinue your use of, the Services.

**10. No Warranties**

EXCEPT WHERE PROHIBITED BY LAW, ENVISIONBODY EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTEES OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS, DIET, FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT TO THE FULLEST EXTENT PERMISSIBLE UNDER THE LAW. THE SERVICES AND ALL CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” WITH ALL FAULTS BASIS. Without limiting the foregoing, you understand that, to the maximum extent permitted by applicable law, we make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness, availability, or reliability of any of the Services or any Content. To the maximum extent permitted by applicable law, we do not warrant that (i) the Services will meet your requirements or provide specific results, (ii) the operation of the Services will be uninterrupted, virus- or error-free or free from other harmful elements or (iii) errors will be corrected. Any oral or written advice provided by our agents or us does not and will not create any warranty. To the maximum extent permitted by applicable law, we also make no representations or warranties of any kind with respect to any Content; User-Generated Content, in particular, is provided by and is solely the responsibility of the users providing that Content. No advice or information, whether oral or written, obtained from other users or through the Services, will create any warranty not expressly made herein. You therefore expressly acknowledge and agree that use of the Services is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you.

**11. Limitation of Liability**

*We are building the best Services we can for you, but we can't promise they will be perfect. We're not liable for various things that could go wrong as a result of your use of the Services.*

To the maximum extent permitted by applicable law, under no circumstances (including, without limitation, negligence) shall EnvisionBody, its subsidiaries, partners or any wireless carriers be liable to you or any third party for (a) any indirect, incidental, special, reliance, exemplary, punitive, or consequential damages of any kind whatsoever; (b) loss of profits, revenue, data, use, goodwill, or other intangible losses; (c) damages relating to your access to, use of, or inability to access or use the Services; (d) damages relating to any conduct or Content of any third party or user of the Services, including without limitation, defamatory, offensive or illegal conduct or content; and/or (e) damages in any manner relating to any Third-Party Content or Third-party Products accessed or used via the Services. To the maximum extent permitted by applicable law, this limitation applies to all claims, whether based on warranty, contract, tort, or any other legal theory, whether or not EnvisionBody has been informed of the possibility of such damage, and further where a remedy set forth herein is found to have failed its essential purpose. To the maximum extent permitted by applicable law, the total liability of EnvisionBody, for any claim under these Terms, including for any implied warranties, is limited to the greater of one hundred dollars (us $100.00) or the amount you paid us to use the applicable Service(s) in the past twelve months.

In particular, to the extent permitted by applicable law, we are not liable for any claims arising out of (a) your use of the Services, (b) the use, disclosure, display, or maintenance of a user’s Personal Data, (c) any other interactions with us or any other users of the Services, even if we have been advised of the possibility of such damages, or (d) interaction with EnvisionBody services that may lead to self-harm or death, (e) other Content, information, services or goods received through or advertised on the Services or received through any links provided with the Services.

To the extent permitted by applicable law, you acknowledge and agree that we offer the Services and set the Services’ prices in reliance upon the warranty disclaimers, releases, and limitations of liability set forth in the Terms, that these warranty disclaimers, releases, and limitations of liability reflect a reasonable and fair allocation of risk between you and form an essential basis of the bargain between you and us. We would not be able to provide the Services to you on an economically reasonable basis without these warranty disclaimers, releases, and limitations of liability.

**If you are a resident of California:** You waive your rights with respect to California Civil Code Section 1542, which says “a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.”

**If you are a resident of New Jersey:** Notwithstanding anything herein to the contrary, nothing in these Terms limits or excludes our responsibility for losses or damages caused by EnvisionBody’s own fraud, recklessness, gross negligence or willful misconduct.

**12. Indemnification**

**If you are a resident of the United States or any location other than France or Germany:** To the maximum extent permitted by applicable law, you agree to indemnify and hold EnvisionBody, its affiliates and partners harmless from any claim or demand, including reasonable accounting and attorneys’ fees, made by any third party due to or arising out of (a) the User-Generated Content you access or share through the Services; (b) your use of the Services, (c) your activities in connection with the Services, (d) your connection to the Services, (e) your violation of these Terms, (f) your use or misuse of any user’s Personal Data, (g) any violation of the rights of any other person or entity by you, or (h) your employment of the Services to meet another user in person. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us under the Terms, and you agree to cooperate with our defense of these claims.

**If you are a resident of France or Germany:** Notwithstanding the previous paragraph, you agree to indemnify and hold EnvisionBody, its affiliates and partners harmless from any claim or demand as result of your negligent or intentional behavior, including reasonable accounting and attorneys’ fees, made by any third party due to or arising out of (a) the Content (including User-Generated Content) you access through the Services; (b) your violation of these Terms, (c) your use or misuse of any user’s Personal Data, (d) any violation of the rights of any other person or entity by you, or (e) your employment of the Services to meet another user in person. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us under the Terms, and you agree to cooperate with our defense of these claims.

**If you are a resident of New Jersey:** Notwithstanding anything herein to the contrary, nothing in these Terms imposes an obligation for you to indemnify us from claims arising out of EnvisionBody’s own fraud, recklessness, gross negligence or willful misconduct.

**13. Governing Law**

**If you are a resident of the United States or any non-European Union location:** These Terms shall be governed by and construed in accordance with the laws of the New York and controlling U.S. federal law as applicable, without regard to its conflict of law principles.

**If you are a resident of the European Union:** These Terms shall be governed by and construed in accordance with the laws of the Netherlands, without regard to its conflict of law principles.

**14. Disputes and Arbitration, Class Action Waiver, Jurisdiction and Venue**

If you are a resident of the United States:

**Arbitration Agreement**

YOU AND ENVISIONBODY AGREE TO SUBMIT ANY AND ALL DISPUTES ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICE (A “DISPUTE”) TO BINDING ARBITRATION. To the maximum extent permitted by applicable law, you and EnvisionBody agrees that any disputes arising out of or related to your use of the Services (a “**Dispute**”) will be resolved by binding arbitration pursuant to the Federal Arbitration Act (Title 9 of the United States Code), which shall govern the interpretation and enforcement of this arbitration agreement (“Arbitration Agreement”). In arbitration, Disputes are resolved by a neutral arbitrator instead of a judge or jury, discovery is more limited than in court, and the arbitrator's decision is subject to limited review by courts. The arbitrator can award on an individual basis the same damages and relief as a court, including monetary damages, injunctive relief, and declaratory relief. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. Such dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. Except where prohibited, you and we agree to submit to the personal and exclusive arbitration of Disputes relating to your general use of the Services under the Consumer Arbitration Rules of the American Arbitration Association. Please visit [www.adr.org](https://www.adr.org/) for more information about arbitration.

Any arbitration between you and us, to the extent necessary, will be conducted remotely as provided below.

The arbitration will be conducted in English. A single independent and impartial arbitrator will be appointed pursuant to the rules of the American Arbitration Association. The arbitrator will decide all issues relating to the enforceability, interpretation, scope, and application of this Arbitration Agreement (including “gateway” issues of arbitrability, whether the Arbitration Agreement is unconscionable or illusory and any defense to arbitration), and these Terms, except that a court may resolve any question regarding the validity or enforceability of the class action waiver set forth in this Arbitration Agreement. The term "Dispute" and the requirement to arbitrate will be broadly interpreted.

Both you and we agree to comply with the following rules, which are intended to streamline the dispute resolution process and reduce the costs and burdens for everyone involved:

* the arbitration will be conducted by telephone, online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration;
* the arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties; and
* any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Barring extraordinary circumstances, the arbitrator will issue his or her decision within 120 days from the date the arbitrator is appointed. The arbitrator may extend this time limit for an additional 30 days in the interests of justice. All arbitration proceedings will be closed to the public and confidential and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The award of the arbitrator will be in writing and will include a statement describing the reasons for the disposition of any claim.

You also acknowledge and understand that, with respect to any dispute with us arising out of or relating to your choice to maintain an account, access or use the Services:

* You are giving up your right to have a trial by jury;
* You are giving up your right to serve as a representative, as a private attorney general, or in any other representative capacity, or to participate as a member of a class of claimants, in any lawsuit involving any such dispute; and
* You must file any claim within one (1) year after such claim arose or it is forever barred.

Payment of all filing, administration and arbitrator fees will be governed by the American Arbitration Association’s rules. EnvisionBody will reimburse you for those fees up to $5,000, unless the arbitrator determines your claims are frivolous. Likewise, EnvisionBody will not seek attorneys' fees and costs in arbitration unless the arbitrator determines your claims are frivolous.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION AGREEMENT, YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION IF YOU OPT OUT OF THIS ARBITRATION AGREEMENT WITHIN 30 DAYS FROM THE EARLIER OF: (1) THE DATE YOU ACCEPT THESE TERMS, OR (2) THE DATE YOU FIRST AGREED OR ASSENTED TO AN AGREEMENT WITH ENVISIONBODY THAT CONTAINED AN ARBITRATION PROVISION. The opt-out notice must be postmarked no later than the applicable deadline and emailed to: [info@EnvisionBody.com](mailto:info@EnvisionBody.com) (write ARBITRATION in the subject line). The opt-out notice must state that you do not agree to this Arbitration Agreement and must include your name, address, phone number and email address. This procedure is the only way you can opt out of this Arbitration Agreement, and failure to comply strictly with this procedure and the applicable deadline automatically will render the opt-out notice null and void. If you opt out of the arbitration provision, all other parts of this Arbitration Agreement will continue to apply.

If this arbitration provision is found to be null and void, then all disputes arising under the Terms between us will be subject to the jurisdiction of the state and federal courts located in New York, New York, and you and we hereby submit to the personal jurisdiction and venue of these courts. You and EnvisionBody agree that if for any reason a Dispute proceeds in court rather than arbitration: (1) you and EnvisionBody waive any right to a jury trial; (2) the Dispute will proceed solely on an individual, non-class, non-representative basis; and (3) neither you nor EnvisionBody may be a class representative or class member or otherwise participate in any class, representative, consolidated, or private attorney general proceeding.

This agreement to arbitrate will not preclude you or EnvisionBody from seeking provisional remedies in aid of arbitration, including without limitation orders to stay a court action, compel arbitration or confirm an arbitral award, from a court of competent jurisdiction. Furthermore, this agreement to arbitrate will not preclude you or EnvisionBody from (i) applying to the appropriate court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, or (ii) seeking relief in any state or federal court for disputes related to a violation or possible violation of EnvisionBody’s intellectual property rights.

**If you are a resident of the European Union**: Notwithstanding anything in these Terms to the contrary, if there is a dispute that you and EnvisionBody cannot resolve, you have the right to submit a complaint through <http://ec.europa.eu/consumers/odr>. Other than as set out in these Terms, we do not participate in any ADR scheme.

* In addition, nothing in these Terms limits your rights to bring an action against EnvisionBody in the local courts of your place of domicile. All disputes arising under the Terms between you and EnvisionBody will be subject to the non-exclusive jurisdiction of the courts located in your place of domicile, or the courts located in the Netherlands, and you and we hereby submit to the personal jurisdiction and venue of these courts.

**If you are a resident of Finland:** Notwithstanding anything in these Terms to the contrary, if there is a dispute that you and EnvisionBody cannot resolve, you have the right to submit a complaint to the local Consumer Disputes Board or other corresponding body.

**If you are a resident of Denmark:** Notwithstanding anything in these Terms to the contrary, if there is a dispute that you and EnvisionBody cannot resolve, you have the right to submit a complaint to the Danish Competition and Consumer Authority (Konkurrence- og Forbrugerstyrelsen, Center for Klageløsning, Carl Jacobsens Vej 35, 2500 Valby, mail: [cfk@kfst.dk](mailto:cfk@kfst.dk)).

**If you are a resident of South Korea:** Notwithstanding anything in these Terms to the contrary, nothing in these Terms limits your rights to bring an action against EnvisionBody in the local courts of your place of domicile.

**15. International Terms**

If you are not a United States resident and you are accessing our Services from outside the United States, you agree to transfer certain information outside your location to us, and that you will follow all the laws that apply to you.

We provide our Services for a global community of users. Our servers and operations are, however, located primarily in the United States, and our policies and procedures are based primarily on United States law. Because of this, the following provisions apply specifically to users located outside of the United States: (i) you consent to the transfer, storage, and processing of your information, including but not limited to User-Generated Content and any Personal Data, to and in the United States and/or other countries; (ii) if you are using the Services from a location embargoed by the United States, or are on the United States Treasury Department’s list of “Specially Designated Nationals,” you are not authorized to access or make use of the Services; and (iii) you agree to comply with all local laws, rules, and regulations including, without limitation, all laws, rules, and regulations in effect in the location in which you reside and the location from which you access the Services. The Services are not intended for distribution to, or use by, any person or entity in any jurisdiction or location where such distribution or use would be contrary to law or regulation, or which that would subject EnvisionBody or its affiliates to any registration requirement within such jurisdiction or location.

The names used for countries or regions in these Terms, the Privacy Policy and any associated features or documentation are based on the United Nations Terminology Database.

**If you are a resident of the European Union, Hong Kong (SAR of China), Russia, New Zealand or South Korea:** Notwithstanding anything in these Terms to the contrary, please note that certain jurisdictions may not allow the waiver or limitation of certain warranties, liabilities or damages under mandatory law, so some of the exclusions and limitations in these Terms may not apply to you. Nothing in these Terms limits or excludes our responsibility for (1) fraudulent representations made by us, (2) death or personal injury caused by our negligence or willful misconduct, or (3) non-execution of any material contractual obligation.

**If you are a resident of New Zealand:** Notwithstanding anything in these Terms to the contrary, nothing in these Terms limits or excludes our liability or your rights if you are a consumer for the purposes of the Consumer Guarantees Act 1993, or the Fair Trading Act 1986.

**If you are a resident of Germany, France, Austria or Finland:** Notwithstanding anything in these Terms to the contrary, the qualifier “to the maximum extent permitted by law” and other qualifiers of similar effect shall be deemed to be deleted from the Terms everywhere it appears and shall have no force and effect.

**If you are a resident of Japan:** Notwithstanding anything in these Terms to the contrary, nothing in these Terms limits or excludes our liability or your rights if you are a consumer for the purposes of the Consumer Contract Act.

**If you are a resident of South Korea:** Notwithstanding anything in these Terms to the contrary, any modification to these Terms will be announced on the website prior to the effective date thereof; provided if you do not express intent to refuse such modification or change after a reasonable period of time following such announcement, it is deemed that you have consented to such modification or change.

**16. Survival**

If our relationship or these Terms terminate, it will not limit any of our other rights or remedies, and any provision of these Terms that must survive in order to give proper effect to the intent and purpose of these Terms will survive termination, including without limitation Sections 2 (Ownership and Use of Content), 8 (Fitness and Wellness Activities and Dietary Guidance), 10 (No Warranties), 11 (Limitations of Liability), 12 (Indemnification), 14 (Disputes and Arbitration, Jurisdiction and Venue), and 16 (Survival).

**17. Miscellaneous**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of the Terms or your use of the Services. The Terms constitute the entire agreement between you and us with respect to your use of the Services.

Our failure to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

You may not assign, delegate, or otherwise transfer your account or your obligations under these Terms without our prior written consent. We have the right, in our sole discretion, to transfer or assign all or any part of our rights under these Terms and will have the right to delegate or use third-party contractors to fulfill our duties and obligations under these Terms and in connection with the Services.

Our notice to you via email, regular mail, or notices or links displayed in connection with the Services constitutes acceptable notice to you under the Terms. We are not responsible for your failure to receive notice if email is quarantined by your email security system (e.g., “junk” or “spam” folder) or if you fail to update your email address. Notice will be considered received forty-eight hours after it is sent if transmitted via email or regular mail. In the event that notice is provided via links displayed in connection with the Services, then it will be considered received twenty-four hours after it is first displayed.