

Accelerate Fitness

Terms & Conditions

Welcome, and thank you for your interest in our website <https://accelerate.fitness> (the "Websites") and our mobile application Accelerate (the "App"), together hereafter referred to in these

Terms of Service as "Accelerate", "us", "our" or "we". Accelerate is owned and operated by Rushabh Shroff

, an India Resident and for the purposes of this Agreement and our Privacy Policy any use of the terms "Accelerate", "us", "our" or "we" includes Rushabh Shroff, without limitation. Unless

otherwise specified, all references to our services (the "Service" or "Services") include the technology,

content, services and products available through the Accelerate Websites or App, as well as any software

that Accelerate provides to you that allows you to access the Services. The term "user", "you" or "your"

refers to the user of the Service, including visitors that do not register for an account or purchase a

subscription to our Services. The following Terms of Service are a legally binding contract between you

and Accelerate regarding your use of the Service.

Please read the following Terms of Service ("Terms" or "Agreement") carefully before accessing or using

any of the Services. Each time you access or use our Services, subscribe to a plan or purchase something

from us, you, and if you are acting on behalf of a third party or your employer, such third party or

employer, agree to be bound by these Terms of Service and our Privacy Policy whether or not you register

with us. If you do not agree to be bound by all of these Terms, you may not access or use our Service.

Accelerate may change this Agreement at any time by posting an updated Terms of Service on this Website.

If any amendment to these Terms is unacceptable to you, you shall cease using this Website or App. If you

continue using the Website or the App, you will be conclusively deemed to have accepted the changes.

In addition, certain areas of the Service may be subject to additional Terms of Service that we make

available for your review. By using such areas, or any part thereof, you are expressly indicating that you

have read and agree to be bound by the additional Terms of Service applicable to such areas. In the event that any of the additional Terms of Service governing such area conflict with these Terms, the additional terms will control.

PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER PROVISIONS IN THE DISPUTE RESOLUTION SECTION OF THESE TERMS. IT AFFECTS HOW DISPUTES ARE RESOLVED. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU UNDERSTAND THIS AGREEMENT, INCLUDING THE DISPUTE RESOLUTION, ARBITRATION PROVISIONS AND CLASS ACTION WAIVER AND ACCEPT ALL OF THE TERMS.

YOU MAY NOT USE OR ACCESS OUR PLATFORM IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

ALWAYS CONSULT A PHYSICIAN BEFORE STARTING OR CHANGING YOUR EXERCISE ROUTINE OR WORKOUT PROGRAM

THE FITNESSAI APP AND SERVICES ARE FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY, AND WE DO

NOT CLAIM TO BE A PROFESSIONAL PERSONAL TRAINER AND DO NOT PROVIDE PROFESSIONAL PERSONAL

TRAINING OR COACHING ADVICE. FITNESSAI SERVICES PROVIDED EXERCISE ROUTINES ARE BASED UPON THE

ANALYSIS OF FITNESS AND WEIGHT TRAINING DATA MADE AVAILABLE TO US AND IS INTENDED FOR HEALTHY

INDIVIDUALS, AND AS SUCH, THE EXERCISES AND WORKOUT ROUTINES AVAILABLE THROUGH OUR SERVICES MAY

NOT BE APPROPRIATE FOR EVERY USER INCLUDING YOU. YOU AGREE THAT FOLLOWING AND PARTICIPATING IN

THE FITNESSAI WORKOUT AND FITNESS ROUTINES IS ENTIRELY AT YOUR OWN RISK, AND THAT YOU SHOULD

CONSULT A FITNESS PROFESSIONAL AND YOUR PERSONAL PHYSICIAN.

FURTHERMORE, OUR SERVICES ARE NOT

INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. ALWAYS SEEK

THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTIONS YOU MAY HAVE

REGARDING A MEDICAL CONDITION. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT

BECAUSE OF SOMETHING YOU HAVE SEEN OR READ IN FITNESSAI. ALWAYS USE COMMON SENSE WHEN

EXERCISING. STOP EXERCISING IMMEDIATELY IF YOU EXPERIENCE SHORTNESS OF BREATH, DIZZINESS,

DISCOMFORT OR PAIN. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY. RELIANCE ON ANY INFORMATION PROVIDED BY FITNESSAI IS SOLELY AT YOUR OWN RISK. EACH INDIVIDUAL’S SUCCESS DEPENDS UPON THEIR HEALTH, FITNESS, NUTRITION, DEDICATION, DESIRE, AND MOTIVATION. WE MAKE NO GUARANTEES CONCERNING THE LEVEL OF SUCCESS YOU MAY EXPERIENCE, AND YOU ACCEPT THE RISK THAT RESULTS WILL DIFFER FOR EACH INDIVIDUAL.

1. Eligibility for Our Service

Our Services are intended for users 18 years of age or older. By using our Services, you represent and warrant that you have attained the age of 18 years and are otherwise capable of entering into binding contracts including this Agreement. If you are using our Services on behalf of a company or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to this Agreement.

2. Our Service

a. Accelerate Services consist of a mobile application and technology platform, driven by Artificial Intelligence and utilizing our algorithm based on 10M+ sets, reps and weights from over 30k advanced weight lifters over a 3-year period – one of the largest weight lifting datasets in the world. The Service is designed to help you get bigger, stronger and faster, employing a personalized 8-day weight lifting and cardio plan that pushes you to your limits.

b. The products and Services available on our Websites are for personal use only. You may not sell or resell any of the products or Services you purchase or otherwise receive from us.

c. Any modifications and new features added to the Service are also subject to this Agreement.

d. Accelerate reserves the right to modify or discontinue the Service or any feature or functionality thereof at any time without notice to you. All rights, title and interest in and to the Service and its components (including all intellectual property rights) will remain

with and belong exclusively to Accelerate.

3. Accounts and Registration

a. To access some features of the Service, including our subscription services plan, you may

be required to register for an account. When you register for an account, you may be

required to provide us with some information about yourself (such as your name, date of

birth, e-mail address, physical address, phone number, company name or other personal

information). Some of this information may be of a confidential nature and may include

personal identifying information (all "Your Information").

b. If you provide Your Information to us then you agree to provide true, current, complete

and accurate information, and not to misrepresent your identity. You also agree to keep

Your Information current and to update Your Information if any of Your Information

changes.

c. Our collection, use and disclosure of Your Information is governed by this Agreement and

our Privacy Policy which you may access here

https://moonsetlabs.com/fitness-ai/privacy_policy.html.

4. Account Management

a. Keep Your Password Secure. If you have been issued an account by Accelerate in connection

with your use of the Services, you are responsible for safeguarding your password and

any other credentials used to access that account, even if you authorize other parties to

access your account. You, and not Accelerate, are responsible for any activity occurring in

your account, whether or not you authorized that activity. If you become aware of any

unauthorized access to your account, you should notify Accelerate immediately.

b. Keep Your Details Accurate. Accelerate may send notices to the email address or text

messages to your mobile phone registered with your account. You must keep your email

address, mobile phone number and, where applicable, your contact details and payment

details associated with your account current and accurate.

c. We reserve the right to modify, suspend or terminate the Service, any user account or your access to the Service for any reason, without notice, at any time, and without liability to you.

d. You can cancel your account at anytime. Upon termination or cancellation, all licenses and other rights granted to you in these Terms will immediately cease.

e. We reserve the right to refuse to issue an account to anyone or permit access to the Service to anyone for any reason at any time.

5. Subscription Plans and Terms

Accelerate offers automatically renewable and payable Subscription Plans for our users including a recurring monthly payable subscription (â€œMonthly Subscriptionâ€), and a prepaid annual subscription (â€œAnnual Subscriptionâ€).

The features, subscriber rights, terms and prices of these Subscription Plans may change from

time to time and the most current descriptions and prices may be found on our Subscription Plans

pricing page here <https://fitnessai.co/pricing>.

By completing your registration for a Subscription Plan, you authorize Accelerate or its third party

payment processor to charge your payment method on a recurring basis (e.g. monthly or yearly)

for: (a) the applicable subscription plan charges; (b) any and all applicable taxes; and (c) any other

charges incurred in connection with your use of the Accelerate services. The authorization

continues through the subscription term and any renewal term until the subscriber cancels the Subscription Plan.

You may select one of the following subscription service plan billing options:

a. Monthly subscription billed every month (â€œMonthly Subscriptionâ€).

i. By purchasing a Monthly Subscription, you expressly acknowledge and agree that (A)

your subscription has an initial and recurring payment feature, and Accelerate (or our

third party payment processor) is authorized to automatically charge your payment

method monthly at the then-current subscription rate for your subscription as long

as your subscription continues, and (B) your subscription is continuous and will be

automatically extended for successive monthly periods until you cancel it.

ii. You may cancel your Monthly subscription at any time, by logging into your account or emailing us at support@accelerate.fitness and following the instructions, if any, we provide you in response to your cancellation request. If you cancel, you will not be entitled to a refund for your last payment and you may use your subscription until the end of your then-current paid-up subscription term. Accelerate may submit periodic charges without further authorization from you, until you provide prior notice that you have terminated this authorization or wish to change your payment method. Such notice will not affect charges submitted before Accelerate reasonably could act.

iii. In the event you cancel your Monthly subscription, please note that we may still send you promotional communications about Accelerate, unless you opt out of receiving those communications by following the unsubscribe instructions provided therein.

b. Annual Subscription (Billed annually).

i. By purchasing an annual subscription, you expressly acknowledge and agree that (A) your subscription has an initial and recurring payment feature for one year of service and Accelerate (or our third party payment processor) is authorized to automatically charge your payment method for each successive year at the then-current subscription rate for your subscription as long as your subscription continues, and (B) your subscription is continuous and will be automatically extended at the end of the subscription term for each successive year until you cancel it.

ii. You may cancel your Annual subscription at any time, by logging into your account or emailing us at support@accelerate.fitness and following the instructions, if any, we provide you in response to your cancellation request. If you cancel, you will not be entitled to a refund for your last payment and you may use your subscription until the end of your then-current paid-up subscription term. Accelerate may submit periodic charges without further authorization from you, until you provide prior

notice that you have terminated this authorization or wish to change your payment method. Such notice will not affect charges submitted before Accelerate reasonably could act.

iii. In the event you cancel your Annual subscription, please note that we may still send you promotional communications about Accelerate, unless you opt out of receiving those communications by following the unsubscribe instructions provided therein.

WE RESERVE THE RIGHT TO REVOKE YOUR SUBSCRIPTION AT ANY TIME AS A RESULT OF A VIOLATION OF THESE TERMS OF SERVICE OR THE PRIVACY POLICY.
SUBSCRIPTION

MEMBERSHIP IS VOID WHERE PROHIBITED BY LAW.

6. Trial Subscriptions

Accelerate may offer you a free trial subscription period. You may cancel your free trial at any time during the trial period. If you fail to cancel your free trial you agree that Accelerate may automatically charge your selected method of payment for a Monthly Subscription under the terms set forth in the section of these terms entitled "Subscription Plans and Terms". A Monthly Subscription may be upgraded to an Annual Subscription at any time, but an Annual Subscription may not be reduced to a Monthly Subscription until the anniversary date of the Annual Subscription period.

7. Orders

Your subscription order constitutes an offer to purchase the Monthly or Annual Subscription and Services available on our platform. We reserve the right at any time to accept or decline any order or partial order. We reserve the right to cancel your order at any time before it has been accepted and we may rescind the acceptance and cancel your order where there has been an obvious error in price or where the Monthly or Annual Subscription or Services are no longer available.

8. Prices

a. All prices displayed in our Services are in U.S. dollars unless otherwise indicated.

b. All applicable taxes and other charges are additional and your responsibility.

c. We reserve the right in our sole discretion to change prices at any time and without notice.

9. Payment

a. For Subscription purchase other than via an iTunes Account, you agree that by providing

Accelerate with your method of payment information, you authorize us to charge you for the subscription purchase using the secure third party payment processor we make

available to you. Our payment gateway partners use secure servers with state-of-the-art

encryption and secure sockets layer (SSL) technology for the transfer of credit card

information. Additionally, we have security measures in place to protect our customer

database and access to this database is restricted internally.

b. You must keep all information about your payment method current. If you tell us to stop

using your payment method and we no longer receive payment from you, we may cancel

your account and subscription. Your notice to us will not affect charges to your account

before we reasonably could act on your request.

c. You agree that we may charge you, and you will pay to Accelerate, any fee or penalty that

is assessed or charged to us for a "Chargeback" resulting from a failure or refusal of your

selected method of payment to make a required payment. This payment shall be

refunded to you in the event that your selected method of payment resolves this dispute

in your favor.

10. Your Access and Use of our Services

a. Your right to access and use our Services is personal to you and is not transferable by you

to any other person or entity. Access to our Services may not be available in all locations.

You are only entitled to access and use our Services for lawful purposes and pursuant to

the terms and conditions of this Agreement and our Privacy Policy. Any action by you that,

in our sole discretion: (i) violates the terms and conditions of this Agreement and/or the

Privacy Policy; (ii) restricts, inhibits or prevents any access, use or enjoyment of our

Services; or (iii) through the use of our Services, defames, abuses, harasses, offends or threatens others, shall not be permitted, and may result in your loss of the right to access and use our Services.

b. The rights granted to you in these Terms are subject to the following restrictions: (i) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services; (ii) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Services; (iii) you shall not access the Services in order to build a similar or competitive Service; and (iv) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means.

Any future release, update, or other addition to functionality of the Services shall be subject to these Terms.

c. Furthermore, you agree that you will not use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor our Services or any portion of our Services or for any other purpose, without our prior written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except for your personal information) from our Services without our prior written permission and the appropriate third party, as applicable; (iii) interfere or attempt to interfere with the proper working of our Services or any activities conducted on our Services; (iv) bypass any robot exclusion headers or other measures we may use to prevent or restrict access to our Services, or (v) interfere or disrupt the Service or servers or networks connected to

the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature.

d. Except as expressly permitted in this Agreement, you shall not collect or harvest any personally identifiable information, including account names, from our Services.

e. Our Services may now, or in the future, have "publicly accessible areas" that allow users

to post User Content (hereafter defined) that will be accessible by the public or the user

population generally. As a user of the Services, you acknowledge and affirmatively agree

that in the course of using the Services you may be exposed to User Content that might

be offensive, harmful, inaccurate or otherwise inappropriate. You further agree that

Accelerate shall not, under any circumstances, be liable in any way for any User Content.

f. You understand that Accelerate may issue upgrade versions of any mobile App and you

consent to receiving automatic upgrades on your mobile device. You also acknowledge

and agree that standard carrier data charges may apply to your use of the Service

including, without limitation, text messages.

g. You shall not use any communication systems provided on our Services including, without

limitation email, for any commercial or solicitation purposes. You shall not solicit for

commercial purposes any users of our Services without our prior written permission.

h. You understand and agree that you are solely responsible for compliance with any and all

laws, rules, regulations, and Tax obligations that may apply to your purchases or use of

the Services.

11. Suspension and Termination of Services

a. Accelerate may limit or suspend or terminate the Services to you (including your

subscription) if you fail to comply with these Terms, the Privacy Policy or if you use the

Services in a way that causes legal liability to us or disrupts use of the Service by other

users.

b. Accelerate may also suspend providing the Services to you (including your subscription) if we are investigating suspected misconduct by you. Accelerate will use commercially reasonable efforts to narrow the scope and duration of any limitation or suspension under this Section as is needed to resolve the issue that prompted such action.

c. Users who have been terminated or suspended will not be eligible for a refund of any kind for the termination or the period of suspension.

12. Information Accuracy

a. We attempt to ensure that information on this Service is complete, accurate and current.

Despite our best efforts, the information on our Service may occasionally be inaccurate,

incomplete or out of date. We make no representation as to the completeness, accuracy, or currency of any information on the Service.

b. Furthermore, information on the Service may contain typographical errors, inaccuracies,

or omissions. We reserve the right to correct or make changes in such information

without notice and cancel services or subscriptions listed incorrectly or at the wrong price.

13. Proprietary Rights

As between Accelerate and you, Accelerate or its licensors own and reserve all right, title and interest

in and to the Service and all hardware, software and other items used to provide the Service,

other than the rights explicitly granted to you to use the Service in accordance with these Terms.

No title to or ownership of any proprietary rights related to the Service is transferred to you

pursuant to these Terms. All rights not explicitly granted to you are reserved by Accelerate.

14. Intellectual Property Rights

a. Our names, graphics, videos, logos, page headers, button icons, scripts, and service names

are our trademarks or trade dress in the United States and/or other countries (collectively

the "Proprietary Marks"), and are owned by Accelerate. You may not use the Proprietary

Marks without our prior written permission.

b. We make no proprietary claim to any third-party names, trademarks or service marks

appearing on our Services. Any third-party names, trademarks, and service marks are property of their respective owners.

c. The information, content, documentation, guides, descriptions, advice, data, software

and any other content viewable on, contained in, or downloadable from our Services

(collectively, "Our Content"), including, without limitation, all audio files, text, graphics,

charts, pictures, photographs, images, videos, line art, icons and renditions, are

copyrighted by Accelerate, or otherwise licensed to us by Our Content suppliers.

d. We also own a copyright of a collective work in the selection, coordination, arrangement,

presentation, display and enhancement of Our Content (the "Collective Work").

e. All software used on, or within our Services is our property or the property of our software

vendors and is protected by United States and international copyright laws.

Listening,

viewing, reading, printing, downloading or otherwise using Our Content and/or the

Collective Work does not entitle you to any ownership or intellectual property rights to

Our Content, the Collective Work, or the Software.

f. You are solely responsible for any damages resulting from your infringement of our, or

any third-parties, intellectual property rights regarding the Trademarks, Our Content, the

Collective Work, the Software and/or any other harm incurred by us or our affiliates as a,

direct or indirect, result of your copying, distributing, redistributing, transmitting,

publishing or using the same for purposes that are contrary to the terms and conditions

of this Agreement.

15. Use of Our Content

a. We grant you a limited non-exclusive, non-transferable, revocable, license to access,

print, download or otherwise make personal use of Our Content and the Collective Work

for your noncommercial personal use provided, however, that you shall not delete any

proprietary notices or materials with regard to the foregoing.

b. You may not modify Our Content or the Collective Work or utilize them for any

commercial purpose or any other public display, performance, sale, or rental, decompile, reverse engineer, or disassemble Our Content and the Collective Work, or transfer Our

Content or the Collective Work to another person or entity.

16. User Content Rights and Related Responsibilities; License

a. "User Content" means, without limitation, any messages, texts, reviews, digital files, images, photos, personal profile (including your photo), artwork, videos, audio, comments, feedback, suggestions and documents, or any other content you upload,

transmit or otherwise make available to Accelerate and its users via the Services. You

represent and warrant that you own or otherwise control the rights to your User Content

and that each and every part thereof, is an original work by you, or you have obtained all

rights, licenses, consents and permissions necessary in order to use those parts at any and

all times. You further agree to indemnify Accelerate and its affiliates for all claims arising

from or in connection with any claims to any rights in your User Content or any damages

arising from your User Content.

b. By submitting User Content on or through the Service, you grant Accelerate a perpetual,

worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, re-use,

reproduce, transmit, print, publish, display, exhibit, distribute, re-distribute, copy, host,

store, cache, archive, index, categorize, comment on, broadcast, stream, download, edit,

alter, modify, adapt, translate, create derivative works based upon and publicly perform

such User Content without attribution, and without the requirement of any permission

from, or payment to, you or to any other person or entity, in any manner including,

without limitation, for commercial, publicity, trade, promotional, or advertising purposes,

and in any and all media now known or hereafter devised.

c. In order for us to provide the Service to you, we require that you grant us certain rights

with respect to User Content, including the ability to transmit, manipulate, process, store

and copy User Content in order to provide our Services. Your acceptance of this

Agreement gives us the permission to do so and grants us any such rights necessary to

provide the Service to you.

d. You agree that any User Content you submit to our Service may be viewed by other users,

any person visiting or participating in the Service and by the public in general.

e. Accelerate expressly disclaims any liability for the loss or damage to any User Content or

any losses or damages you incur as a result of the loss or damage of any User Content. It

is your responsibility to back-up any User Content to prevent its loss.

f. You are solely responsible for your User Content, including, without limitation, reviews,

comments and feedback, and any damages suffered by Accelerate resulting therefrom.

g. Accelerate may block, remove or return any User Content at any time for any reason

whatsoever, or for no reason at all. We are not responsible for the authenticity, accuracy,

completeness, appropriateness, or legality of User Content.

h. You represent and warrant that all information that you submit is authentic, accurate and

truthful and that you will promptly update any information provided by you that subsequently becomes inaccurate, misleading or false.

i. User Content is not considered to be confidential. You agree not to submit User Content

in which you have any expectation of privacy.

j. Accelerate has no control over User Content once posted, and it is possible that visitors to

the Website may copy User Content and repost it elsewhere.

k. You agree not to post as part of the Service any offensive, inaccurate, incomplete,

abusive, obscene, profane, threatening, intimidating, harassing, racially offensive, or

illegal material. The following includes, without limitation, examples of the things you

may not do:

i. Impersonate any person or entity.

ii. Stalk, harass, defame, abuse, bully, threaten or otherwise violate the legal rights

of others.

iii. Advocate for or harass or intimidate another person.

iv. Promote information that is false or misleading.

- v. Promote illegal activities or conduct that is defamatory, libelous or otherwise objectionable.
- vi. Promote violence, racism, bigotry, hatred or physical harm of any kind against any group or individual.
- vii. Transmit anything that exploits children or minors or that depicts cruelty to animals.
- viii. Solicit personal information from anyone under the age of 18.
- ix. Use the service in an illegal manner or to commit an illegal act.
- x. Transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware.
- xi. Transmit any content that contains video, audio, or images of another person without his or her permission or that of their legal guardian.
- xii. Promote material that exploits people in a sexual, pornographic or violent manner.
- xiii. Provide instructional information about illegal activities.
- xiv. Infringe upon someone else's trademark, copyright or other intellectual property or other rights.
- xv. Promote commercial activities including without limitation sales, contests, sweepstakes, barter, advertising, and business offers.

17. User Comments

- a. Accelerate does not investigate any posted user comments, suggestions or feedback for accuracy or truth. Users may be held legally responsible for damages suffered by other users or third parties as a result of their comments if they are legally actionable or defamatory. You agree that Accelerate is not legally responsible for any comments posted or made available on our Services by any users or third parties, even if that information is defamatory or otherwise legally actionable. Accelerate reserves the right to remove user comments or information that, in our sole judgment, violates these Terms or negatively affects our Services.
- b. If you provide Accelerate with any suggestions for improvement to our Service, or new features or functions to add to our Service, you do so without the expectation of any

compensation therefore, and grant to us a perpetual, irrevocable, fully transferable and sub-licensable worldwide license to use and exploit your suggestion without any royalty or compensation to you.

18. Interruption of Service

a. Your access and use of our Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of our Services or other actions that we, in our sole discretion, may elect to take.

b. You agree that we will not be liable to you or to any third party for any interruption of the Services or any part thereof.

19. Third Party Links, Services and Content

The Service may contain features, services and functionalities linking you to, or providing you with access to third party services and content, websites, directories, servers, networks, systems,

information, databases, applications, software, programs, courses , services, and the Internet as

a whole. Because we have no control over such sites and resources, we are not responsible for

the availability of such external sites or resources, and do not endorse and are not responsible or

liable for any content, advertising, courses or other materials on or available from such sites or

resources. When you visit or use a third party's website you agree to read and consent to the third

party's Terms of Service and Privacy Policy and you release us from any liability.

20. Accelerate Mobile App Software

We may make available software to access the Accelerate mobile App via a mobile device (the "Mobile

Software"). To use the Mobile Software you must have a mobile device that is compatible with

the Mobile Software. Accelerate does not warrant that the Mobile Software will be compatible with

your mobile device. Accelerate hereby grants you a non-exclusive, non-transferable, revocable

license to use a compiled code copy of the Mobile Software for one

Accelerate account on a mobile

device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble,

decompile or reverse engineer the Mobile Software; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Software; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (v) delete the copyright, trademark and other proprietary rights notices on the Mobile Software. You acknowledge that Accelerate may from time to time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and Accelerate or its third party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. Accelerate reserves all rights not expressly granted under this Agreement. The Mobile Software originates in the United States, and is subject to United States export laws and regulations. The Mobile Software may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Software may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Software and the Accelerate App.

21. Mobile Application from a Third Party App Store

The following applies to any App Store Sourced Application accessed through or downloaded from

a Third Party App Store:

a. You acknowledge and agree that (i) the Terms are concluded between you and Accelerate only, and not the Third Party App Store, and (ii) Accelerate, not the Third Party App Store,

is solely responsible for the App Store Sourced Application and content thereof. Your use

of the App Store Sourced Application must comply with the Third Party App Store Terms

of Service.

b. You acknowledge that the Third Party App Store has no obligation whatsoever to furnish

any maintenance and support services with respect to the App Store Sourced Application.

c. In the event of any failure of the App Store Sourced Application to conform to any

applicable warranty, you may notify the Third Party App Store, and the Third Party App

Store will refund the purchase price for the App Store Sourced Application to you, and to

the maximum extent permitted by applicable law, the Third Party App Store will have no

other warranty obligation whatsoever with respect to the App Store Sourced Application.

As between Accelerate and the Third Party App Store, any other claims, losses, liabilities,

damages, costs or expenses attributable to any failure to conform to any warranty will be

the sole responsibility of Accelerate.

d. You and Accelerate acknowledge that, as between Accelerate and the Third Party App Store,

the Third Party App Store is not responsible for addressing any claims you have or any

claims of any third party relating to the App Store Sourced Application or your possession

and use of the App Store Sourced Application, including, but not limited to: (i) product

liability claims; (ii) any claim that the App Store Sourced Application fails to conform to

any applicable legal or regulatory requirement; and (iii) claims arising under consumer

protection or similar legislation.

e. You and Accelerate acknowledge that, in the event of any third-party claim that the App

Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between Accelerate and the Third Party App Store, Accelerate, not the Third Party App Store, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms.

f. You and Accelerate acknowledge and agree that the Third Party App Store, and their subsidiaries, are third-party beneficiaries of the Terms as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of the Terms, the Third Party App Store will have the right (and will be deemed to have accepted the right) to enforce the Terms as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

g. Without limiting any other terms of the Terms, you must comply with all applicable third-party terms of agreement when using the Third Party App Store Sourced Application.

22. Electronic Communications

a. Although we may choose to communicate with you by regular mail, we may also choose to communicate with you by electronic means including, without limitation, email, telephone, text, SMS, chat or by posting notices on our Services. When you use our Services, you consent to communicating with us, and potentially other users electronically.

b. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

23. Electronic Transactions

a. Your use of the Services includes the ability to enter into agreements, including these Terms, our Privacy Policy and to make transactions electronically, including financial transactions and purchases. You acknowledge that your electronic submissions constitute

your agreement and intent to be bound by such agreements, financial transactions and purchases.

b. Your agreement and intent to be bound by electronic submissions applies to all records

relating to all transactions you enter into on this site, including purchases, financial

transactions, notices of cancellation, policies, contracts, and applications.

c. In order to access and retain your electronic records, you may be required to have certain

hardware and software, which are your sole responsibility.

24. Third Party Social Networking

If you access our Services through a third party social networking site or application including,

but not limited to, Facebook, LinkedIn or Twitter, you authorize Accelerate to access certain

information about you that is made available through that third party social networking site and

further authorize us to collect, store, retain and use, your information in accordance with our

Privacy Policy. The information that we collect depends on the privacy and security setting you

have established with the third party social networking site or application.

25. Security

Violating the security of our Services is prohibited and may result in criminal and civil liability.

Accelerate may investigate incidents involving such violations and may involve, and will cooperate

with law, enforcement if a criminal violation is suspected. Security violations include, without

limitation, unauthorized access to or use of data or systems including any attempt to probe, scan,

or test the vulnerability of the Service or to breach security or authentication measures,

unauthorized monitoring of data or traffic and interference with service to any user, host, or

network.

26. Privacy and Your Personal Information

For information about the Accelerate data protection practices and privacy policies, please read

our Privacy Policy where you accessed these Terms of Service or here

https://moonsetlabs.com/fitness-ai/privacy_policy.html. This policy explains how we collect, use,

share and protect information about the users of our Website and mobile App when you use the

Services. You agree to the use of your data in accordance with Accelerate Privacy Policy.

27. Copyright and Intellectual Property Policy

We respect the intellectual property rights of others. We reserve the right to remove any User

Content on the Services which allegedly infringe upon another person's copyright, trademark or

other intellectual property right, and/or terminate, discontinue, suspend and/or restrict the

account or ability to visit and/or use the Services or remove, edit, or disable any User Content on

the Services which allegedly infringe upon another person's intellectual property rights. We

provide this policy pursuant to Section 512 of the Copyright Revision Act, as enacted through the

Digital Millennium Copyright Act ("DMCA").

A valid complaint under the DMCA must provide the following information in writing:

a. An electronic or physical signature of a person authorized to act on behalf of the copyright owner.

b. Identification of the copyrighted work that you claim has been infringed.

c. Identification of the material that is claimed to be infringing and where it is located on the Service.

d. Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and, email address.

e. A statement that you have a good faith belief that use of the material in the manner

complained of is not authorized by the copyright owner, its agent, or law.

f. A statement, made under penalty of perjury, that the above information is accurate, and

that you are the copyright owner or are authorized to act on behalf of the owner.

Federal law provides that if you knowingly misrepresent that online material is infringing, you may

be subject to criminal prosecution for perjury and civil penalties, including monetary damages,

court costs, and attorneys' fees. The above information must be submitted to the Copyright Agent

at: support@accelerate.fitness

28. Disclaimers; No Warranties

a. ALL SOFTWARE, SERVICES AND PRODUCTS AVAILABLE FROM FITNESSAI ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, FITNESSAI AND ITS PARENTS, SUBSIDIARIES, PARTNERS, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, (COLLECTIVELY, THE "ACCELERATE PARTIES") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (I) THE SERVICES OR PRODUCTS WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (III) THE QUALITY OF ANY SERVICES, PRODUCTS OR INFORMATION PURCHASED OR OBTAINED BY YOU FROM OR THROUGH US WILL MEET YOUR EXPECTATIONS.

c. THE WORKOUTS, EXERCISES AND PHYSICAL ACTIVITIES CONTAINING IN THE FITNESSAI SERVICES MAY SUBJECT YOU TO CERTAIN INHERENT RISKS INCLUDING SERIOUS PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE. YOU ACKNOWLEDGE THAT YOU UNDERTAKE SUCH ACTIVITIES ENTIRELY AT YOUR OWN RISK.

d. THE SERVICES CAN INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. FURTHERMORE, THE INFORMATION OR SERVICES ON THIS SITE OR APP MAY BE OUT OF DATE. WE MAY MAKE CHANGES TO THE SERVICES, PRODUCTS AND INFORMATION ON THIS SITE OR APP, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY SERVICES OR PRODUCTS LISTED HEREIN AT ANY TIME WITHOUT NOTICE, HOWEVER WE HAVE NO OBLIGATION TO DO SO.

e. THE FITNESSAI PARTIES DO NOT WARRANT THAT THE SERVICES OR THE SERVERS THAT MAKE THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY PRODUCT DESCRIPTION OR OTHER CONTENT OFFERED AS PART OF THE SERVICES, ARE

ACCURATE, RELIABLE, CURRENT OR COMPLETE.

f. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. IF YOU

DOWNLOAD ANY CONTENT FROM THE SERVICE, YOU DO SO AT YOUR OWN DISCRETION AND

RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR

LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT THROUGH THE SERVICE.

g. WE RESERVE THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE SERVICE OR ANY

FEATURE OR PART THEREOF AT ANY TIME.

h. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED

WARRANTIES, SO SOME PARTS OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

29. LIMITATION OF LIABILITY

a. IN NO EVENT SHALL WE BE RESPONSIBLE FOR, OR LIABLE TO YOU, OR ANY THIRD PARTY,

WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR

ANY DAMAGES INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, INDIRECT OR

CONSEQUENTIAL DAMAGES THAT INCLUDE, BUT ARE NOT LIMITED TO, DAMAGES FOR ANY

PERSONAL INJURY (INCLUDING DEATH) TO YOU OR OTHERS, PROPERTY DAMAGE OR LOSS OF

PROFIT, REVENUE OR BUSINESS, AS A DIRECT OR INDIRECT RESULT OF: (I) YOUR ACCESS AND

USE OF OUR SERVICES AND PRODUCTS; (II) YOUR BREACH OR VIOLATION OF THE TERMS AND

CONDITIONS OF THIS AGREEMENT; (III) YOUR DELAY IN ACCESSING OR INABILITY TO ACCESS OR

USE OUR SERVICES FOR ANY REASON; (IV) YOUR DOWNLOADING OF ANY OF OUR CONTENT OR

THE COLLECTIVE WORK FOR YOUR USE; OR (V) YOUR RELIANCE UPON OR USE OF OUR CONTENT

OR THE COLLECTIVE WORK, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF

CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE

AND/OR OUR SUPPLIERS HAD BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

b. THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF

OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN OUR SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED IN OUR SERVICES.

c. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL WE BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR CAUSES BEYOND THEIR REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS OR NON-PERFORMANCE OF THIRD PARTIES.

d. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF FITNESSAI, AND OUR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, SHAREHOLDERS, REPRESENTATIVES, AND AGENTS, IN CONNECTION WITH OR UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE), OR OTHERWISE, EXCEED THE AMOUNT OF FEES PAID BY THE USER FOR THE FITNESSAI SERVICES IN THE PRIOR 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

e. YOU AND WE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO OUR SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

f. CERTAIN STATE OR JURISDICTIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

30. Indemnity

a. You agree that you will be personally responsible for your use of the Service, products or subscriptions you purchase from us; and you further agree to defend, indemnify and hold harmless Accelerate and its officers, directors, employees, consultants, affiliates, subsidiaries and agents from and against any and all claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with (i) your access to, use of or alleged use of the Service, subscription or the products you purchase through the Service; (ii) your violation of these Terms of Service or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (iii) your infringement upon the property rights, intellectual property rights (copyrights and trademarks) or other rights of others; (iv) your violation of any third party right, including without limitation publicity, confidentiality, or privacy right; (v) any serious emotional or physical harm, including death, to you or any third party resulting from your use of the Services, products or subscriptions purchased through the Service.

b. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

31. Release

a. By using the Services, you release, to the maximum extent allowed by law, Accelerate, its officers, directors, employees, affiliates, and agents from claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of, or in any way connected with, your use of our Services, products, fitness routines, workout recommendations, suggested exercises, instructions or subscriptions, including without limitation, any serious emotional or physical harm, including death to you or any third party.

b. If you are a California resident, you waive California Civil Code Â§1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

32. Governing Law

This Agreement, and any separate agreements whereby we provide you Services, shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws principles. The parties hereby consent to the exclusive jurisdiction and venue in the state and federal courts in the State of New York in and for the County in which Accelerate has established its principal office.

33. Our Remedies

a. You acknowledge that we may be irreparably damaged if this Agreement is not specifically enforced, and damages at law would be an inadequate remedy. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by you, we shall be entitled, in addition to all rights and remedies, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, and/or to a decree for specific performance of the provisions of this Agreement.

b. For purposes of this Section, you agree that any action or proceeding with regard to such injunction restraining such breach or threatened breach shall be brought in the state courts of record or a United States District Court for the State of New York in and for the County in which Accelerate has established its principal office. You consent to the jurisdiction of such court and waive any objection to the venue of any such action or proceeding in such court.

34. Dispute Resolution

THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE, WHICH WILL, WITH LIMITED EXCEPTION,

REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION.

THIS AGREEMENT ALSO CONTAINS AN AGREEMENT THAT YOU WILL ONLY BE PERMITTED TO PURSUE

CLAIMS AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS

OR REPRESENTATIVE ACTION OR PROCEEDING.

PLEASE READ THE FOLLOWING TERMS CAREFULLY BEFORE ACCESSING OR USING ANY OF THE SERVICE.

EACH TIME YOU ACCESS OR USE THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO

NOT AGREE TO BE BOUND BY THE MANDATORY ARBITRATION PROVISION AND THE CLASS ACTION

WAIVER YOU MAY NOT ACCESS OR USE THE SERVICE.

For any dispute you have with Accelerate, you agree to first contact us at support@accelerate.fitness

and attempt to resolve the dispute with us informally. If Accelerate has not been able to resolve

the dispute with you informally, we each agree to resolve any claim, dispute, or controversy as

follows:

a. Claims. You and we agree that any claim or dispute at law or equity between us relating

in any way to or arising out of this or previous versions of this Agreement, your use of or

access to the Services will be resolved in accordance with the provisions set forth in this

Legal Disputes section. Please read this section carefully. It affects your rights and will

have a substantial impact on how claims you and we have against each other are resolved.

b. Applicable Law. You agree that the laws of the State of New York, without regard to

principles of conflict of laws, will govern this Agreement and any claim or dispute that has

arisen or may arise between you and us, except as otherwise stated in this Agreement.

c. Agreement to Arbitrate. You and we each agree that any and all disputes or claims

between you and us relating in any way to or arising out of this or previous versions of

this Agreement, your use of or access to our Services, or any courses or services delivered,

sold, offered, or purchased through our Services shall be resolved exclusively through

final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify.

d. Prohibition of Class and Representative Actions and Non-Individualized Relief. YOU AND

WE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL

BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR

REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND WE AGREE OTHERWISE, THE

ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS,

AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE,

OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY,

INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING

RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT

PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OUR OTHER USERS.

e. Arbitration Procedures. Arbitration is more informal than a lawsuit in court. There is no

judge or jury in arbitration, and court review of an arbitration award is very limited.

However, an arbitrator can award the same damages and relief on an individual basis that

a court can award to an individual. An arbitrator should apply the terms of this Agreement

as a court would. The arbitrator, and not any federal, state, or local court or agency, shall

have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement to Arbitrate,

any part of it, or of this Agreement including, but not limited to, any claim that all or any

part of the Agreement to Arbitrate or this Agreement is void or voidable. The arbitration

will be conducted by the American Arbitration Association ("AAA") under its rules and

procedures, including the AAA's Supplementary Procedures for Consumer-Related

Disputes (as applicable), as modified by this Agreement to Arbitrate. The arbitrator will

decide the substance of all claims in accordance with the laws of the State of New York, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving our other users, but is bound by rulings in prior arbitrations involving the same user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

f. Judicial Forum for Legal Disputes. Unless you and we agree otherwise, in the event that the Agreement to Arbitrate above is found not to apply to you or to a particular claim or dispute as a result of a decision by the arbitrator or a court order, you agree that any claim or dispute that has arisen or may arise between you and us must be resolved exclusively by a state or federal court located in the State of New York in and for the County in which Accelerate has established its principal office. You and we agree to submit to the personal jurisdiction of the courts located within New York for the purpose of litigating all such claims or disputes. You also agree that: (i) our Services shall be deemed solely based in the State of New York; and (ii) our Services shall be deemed passive Services that do not give rise to personal jurisdiction over us and our assigns, either specific or general, in jurisdictions other than the State of New York.

35. Law Enforcement

a. Accelerate is committed to cooperating with law enforcement while respecting each individual's right to privacy. If Accelerate receives a request for user account information from a government agency investigating criminal activity, we will review the request to be certain that it satisfies all legal requirements before releasing information to the requesting agency.

b. Furthermore, under 18 U.S.C. Â§Â§ 2702(b)(8) and 2702(c)(4) (Voluntary Disclosure Of

Customer Communications or Records], Accelerate may disclose user account information to law enforcement, without a subpoena, court order, or search warrant, in response to a valid emergency when we believe that doing so is necessary to prevent death or serious physical harm to someone. Accelerate will not release more information than it prudently believes is necessary to prevent harm in an emergency situation.

36. Statutory Rights; Notice To California Residents

If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing, currently at: 1625 N. Market Blvd., Suite N-112, Sacramento, California 95834, or by telephone, currently at (800) 952-5210 in order to resolve a complaint regarding our Website or to receive further information regarding use of our Website.

37. Amendments to this Agreement

We reserve the right to update, amend and/or change this Agreement at any time in our sole discretion and without notice. Updates to this Agreement will be posted here. Amendments will take effect immediately upon us posting the updated Agreement on our Services. You are encouraged to revisit this Agreement from time to time in order to review any changes that have been made. The date on which this Agreement was last updated will be noted immediately below this Agreement. Your continued access and use of our Services following the posting of any such changes shall automatically be deemed your acceptance of all changes.

38. Severability

If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement.

39. No Waiver

Our failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

40. Entire Understanding

This Agreement and the Privacy Policy represent the entire understanding and agreement

between you and us regarding the subject matter of the same, and supersede all other previous

agreements, understandings and/or representations regarding the same.

If you have questions, comments, concerns or feedback regarding this Agreement or our Services, please

contact us at support@accelerate.fitness

Last updated: June 6, 2019