**TERMS OF SERVICE MUSER INC.**

Last revised March 24, 2015

Please read the following terms and conditions (“Terms”) carefully, as they form the Service agreement (“Service”) between the user (“User”) and Muser Inc. (“Muser”). If you do not agree to these Terms, you may not use the Service and should not proceed to register. By using the Service after the above date, you are agreeing to be bound by this agreement, including all amendments made to date.

**Modification of Terms**

These Terms and conditions and any other agreement are subject to change without notice, at Muser’s sole discretion. The User accepts to be governed by the modified document. Every time you browse Muser, it is your responsibility to check the Terms then in effect, that apply to your transactions and use of the app. If you are not satisfied with the app, its content, conditions of use or the legal notices, you agree that the only remedy is to stop using the app. It is forbidden to use the app wrongly, and conduct fraudulent activities on the app.

**Purpose**

MUSER is a fitness community geared towards inspiring, motivating and educating users through their fitness journey. MUSER provides an opulence of resource for the exercise professional, coach, fitness enthusiast , and the new guy that’s just starting off, featuring comprehensive sessions, short videos, inspiring images, and more. MUSER allows users to motivate and inspire others, follow and train with their favorite trainer(s)/coaches, gain access to an array of training and nutritional sessions, improve their overall health and interact with members whom share the same or similar goals, all via your mobile device. No matter your workout of choice, it’s likely that MUSER has it covered. Through the MUSER community users are given the opportunity to both follow and train with their favorite coaches while gaining access to their 15- 30 min personalized video’s (Session’s).

**Disclaimer**

THE USER MUST BE 18 YEARS OF AGE OR OLDER TO USE THIS APP. INDIVIDUALS UNDER THE AGE OF 18 ARE NOT ELIGIBLE TO USE THE SITE AND MUST NOT ATTEMPT TO REGISTER.

By registering in Muser, the User unreservedly accepts these Terms. By User Muser means the person who accepts, uses, browses Muser and participates in the Service and activities offered in the app. Registration for one or more Services, and the use of Muser implies full acceptance of these conditions by the User. If you do not agree to these Terms of use and its binding Terms, please refrain from using Muser.

All information provided by Muser through the app or sent to you by any of Muser’s affiliates through the app, is of a general nature and is provided for informational purposes only. The content provided is not intended as substitute for professional medical advice. Before registering and beginning any training or nutritional program, seek the advice of your physician to determine if this program is right for you. Do not start a training or nutritional program if your physician advises against it. You acknowledge that you have consulted a physician before registering if you have a medical condition. The information provided or offered by or through Muser is not intended to be relied upon for medical diagnosis or treatment. Such information is not intended to provide the User with medical advice. Muser does not recommend or endorse any products, information, instructions or procedures mentioned in the app. The opinions expressed in Muser belong solely to the authors. Reliance on the information provided in the app is solely at User’s own risk. Muser explicitly excludes, to the extent that is permissible by law, any liability for direct or indirect damage or injury, as well as consequential damage allegedly caused to a User, arising from any use of information provided in the app, nor when the User has failed all or part in the performance of obligations under these Terms. In no event Muser, its affiliate companies or associates(including employees and trainers) will be liable to the User or to any other person for any general, compensatory, special, incidental, consequential, direct or indirect damages, for unauthorized access, alteration or use, whether for the cause of contract violation, negligence or under any other cause of action, arising out of the use of or inability to use the Service , even if Muser or it’s agents or representatives know or have been advised of the possibility of such damages. Nor may Muser ensure the accuracy, efficacy, completeness or timeliness of the content provided in the app. Muser does not represent that the content provided on the app is applicable to, or appropriate for use in, locations outside the United States.

**Acceptance of Terms**

By accessing, browsing and/or using this app, the User agrees and accepts these Terms and agrees to comply with all applicable laws and regulations in the United States of America. Furthermore, when the User uses any Service provided in Muser, such as notifications, messages, chats, and other, is subject to the rules, guidelines, policies, Terms and conditions applicable to such Service. Muser reserves the right, in its sole discretion, to deny access and to terminate the User’s access to the app and the related Services.

**Registration**

By becoming a Member, you represent and warrant that you are at least 18 years old. Any person who violates this condition will be subject to unilateral cancellation of the Service without notice. Muser is not responsible for any improper use of the contents of the app, being the sole responsibility of the User who access or use it. The use of the Service is for a personal non-commercial use only. The User agrees to provide true, accurate, and complete information and to update this information when it changes. Muser reserves the right to refuse registration or cancel it as Muser determines it appropriate. User represents that all personal, physical, or health related information provided is accurate and truthful and correct.

Registration is free. You will create a profile that is administered independently by you. The User will have access to the profiles of other registered users. Any type of contact with other users will be at the User ’s own risk. The User will obtain a username and password to access their account. This data is strictly private and confidential and shall not be disclosed or shared with third parties. Any use of these with a purpose other than intended, may allow Muser to terminate this agreement and cancel the User’s registration at its own discretion, without prior notice.

**Fees , Cancelation and Renewal**

Some of the Services offered by Muser require the User to pay a subscription fee. The User agrees to pay all fees and charges in which has incurred in U.S. dollars, at the rates in effect when the charges were incurred. Initial subscription fees are billed at the beginning of the subscription. Renewal fees are billed on a monthly basis. All fees and charges are generally nonrefundable, however, there is a ten (10) minute cancellation policy. After 10 minutes after subscription is issued, the User is no longer allowed to cancel it, for the issuing month. except in instances where Muser is unable or unwilling to provide the requested Service of at least 3 session per week. Muser may change the fees and charges then in effect, or add new fees or charges, by giving you notice in advance. Each subscription will renew automatically for consecutive periods of one (1) month, unless subscription is terminated or Muser receives a notification where the User requests the termination of the subscription. For Trainers, a monthly revenue of $2.50 USD per each subscriber will be allocated, as long as the user remains subscribed to the trainer.

**Security Warning**

Your safety and security are very important to us. The nature of this app promotes the sharing of personal information by users with other users. Muser cannot assure that it is safe for you to have direct contact with other users of the app. Current technological developments make it possible for users of the internet to obtain personal information about, and locate, other users, with very little other information, such as your name. if you believe that any User of this app is harassing you or is otherwise using personal information about you for unlawful purposes, Muser encourages you to first inform local law enforcement authorities and then contact us via email at: [Admin@Muserinspiredfitness.com](mailto:Admin@Muserinspiredfitness.com) , so that Muser may take appropriate action to minimize the risk. Muser has no obligation nor has the tools to ensure the identity of the people who sign up for their Service; Muser will not be responsible in case a third party uses a User 's identity. The User shall be solely responsible for the actions or statements made through the User 's account, whether fraudulent or not. The User may not use the User name, password, or the account of another person without their consent. Muser will not be liable for loss or damage caused by these circumstances. You should appreciate that all information submitted through the app might potentially be publicly accessible. Important and private information should be protected by you. We are not responsible for protecting, nor is Muser liable for failing to protect, the privacy of electronic mail or other information transferred through the internet or any other network that you may use.

**Personal Information**

We care about the protection of your personal information. Muser will keep confidential all information supplied by you to us. Muser does not intentionally rent, sell, or share personal information about the User with other people or nonaffiliated companies for marketing or commercial purposes (including direct marketing purposes) without your permission, except where you have given us permission to do so or whenever there is lack of opposition. Sometimes Muser will ask you to provide information that will enable us to improve the app and provide a better Service. Participation is optional. We may ask for your name, email address, phone number, address, type of business, preferences and interests, credit or debit card information, bank account identification numbers and Service numbers, as well as other similar personal information for you to have a successful registration process. Muser or its affiliates might send the User newsletters, emails, advertising or promotional information. At any time, the User has the right to opt out of receiving these communications, reporting it to: [admin@muserinspiredfitness.com](mailto:admin@muserinspiredfitness.com). Our Privacy Policy is incorporated into and is part of these Terms. For more information, please take a look at our Privacy Policy statement following this link:

**Proprietary Rights**

Muser and other identifying marks are proprietary to Muser. You may not use these marks for any purpose without the express prior written consent of Muser. All other content available on the app, including text, photographs, multimedia, graphics, animated images, databases, programs, nutrition programs, videos, training programs etc., is the exclusive property of Muser and its affiliated companies, and cannot be reproduced or used in any way without previous written consent from Muser. All the rights in Muser’s app are protected by international copyright and other intellectual property laws. All rights not expressly granted are reserved. The rights of use granted by Muser to our users, are strictly limited for private and personal purposes under and throughout the duration of the membership agreement with Muser. Any other use is prohibited without written permission of Muser. Except as expressly set out above, you may not copy, reproduce, modify, create derivative works or in any way commercially exploit any form or by any means of the content of Muser, without the prior written permission of Muser or the holder of the copyright. These Terms do not confer rights, licenses and/or authorizations to perform the acts described above. Any unauthorized use of the contents constitute a violation of these Terms and conditions as the existing applicable trademarks laws, copyrights and/or other intellectual property laws both national and international. By posting information or content to Muser, the User automatically grants, represents and warrants that has the right to grant to Muser , its affiliates and associates, an irrevocable, perpetual, non-exclusive, fully-paid, worldwide license to perform, reproduce, adapt, digitalize, translate, use for advertising, commercial or noncommercial purposes, the content provided by the User to be disclosed at Muser and to perform, display, distribute prepare derivative works of, or incorporate into other works, such information and content.

**Filing a Digital Millennium Copyright Act Notice to Remove Copyrighted Content**

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to Service Provider's Designated Agent.

To be effective, the notice must contain the following information:

1. Your contact details
2. A description of the copyrighted work that you claim has been infringed.
3. A description of where in Muser is located the material that you claim is infringing.
4. A statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law.
5. A statement by you UNDER PENALTY OF PERJURY that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
6. Your electronic or physical signature.

The notice shall be to the following address:

Address: 1141 Windward Dr.

Pembroke Pines, Fl 33016 xxxxx

Email: MValdes@Muserinspiredfitness.com

**Content**

The User warrants that any and all information provided, submitted, posted or uploaded (“Content”) will not infringe the rights of any third party. Each User shall be solely responsible for the images, videos, graphics, text, comments, opinions, statements, offers, propositions and other material posted by that User or privately transmitted, made available on the app. Any finding of false impersonation assumptions or unlawful use of images will allow Muser to exercise all legal actions at our disposal, including criminal action. Your use of the app and links are solely your responsibility. This disclaimer is part of the agreement between the parties. Muser retains the right to remove at any time, for any reason and at its sole discretion, without providing any prior notice, whichever type of content, specially when considered objectionable or violating of these Terms. The User undertakes that Muser will not be liable to the User or any third party for this action.

**Demeanor**

Muser reserves the right, in its sole discretion, to deny access and to terminate the User’s access to the app and the related Services. The User agrees to use the Service in accordance with the following Terms:

1) Users are solely responsible of the information provided or posted in the app; 2) User ensures that the information provided is real, accurate, current and complete. It is the User’s responsibility to maintain and update their information; 3) User agrees to create only one unique profile, and to maintain the integrity of the app; 4) As a registered User , you agree not to use any type of material that: a) is unlawful, illegal or contrary to good faith and public order; b) contains defamatory, aggressive, disrespectful, obscene and offensive statements, or that may induce to activities considered as violent, criminal, degrading, discriminatory, dangerous or harmful to health; c) is false or misleading about its subject; d) contains images of persons other than the User of which he does not have the express permission; e) Violates trade or industrial secrets or privacy of communications; f) infringes personal privacy, or create false identities; g) provides information such as names, telephone and fax numbers, address and e-mail addresses, photos and videos and / or URL, bank information or credit or debit card of any third party; h) threatens, harasses or annoys any third party rights (including rights of personality); i) contains viruses and upload it to the system; j) contains photos, images, text, software, material or content, or other information that is protected by copyright without the permission or rights needed.

The User will refrain from: i) attach photos with minors, or of an obscene or menacing character; ii) disclose names, addresses, phone numbers, email addresses, usernames of the User or others, in the User profile; iii) share with others access information and passwords; iv) engage in advertising to, or solicitation of, other members to buy or sell any products or Services through the Service of any kind, or induce such offer, or indication of other offers available on other apps as well as advertising for commercial apps; v) send links to other apps or urge the use of Services requiring sending SMS; vi) collecting data for commercial exploitation or sale; vii) use our Services for purposes not authorized in these Terms.

To guarantee the integrity of our Service, the User ensures that the intention of their registration is not for commercial purposes. Upon any breach of this agreement, Muser may, in our sole discretion, terminate or suspend your access to all or part of the Service at any time, without notice, for any reason. Muser reserves the right to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to remove, edit, refuse to post any information or material provided, as deemed inappropriate, at Muser’s sole discretion.

**Limitation of Liability**

The Service is distributed on an "as is" basis. We do not warrant that the Service will be uninterrupted or error-free. There may be delays, omissions, and interruptions in the availability of the Service. Where permitted by law, you acknowledge that the Service is provided without any warranties of any kind whatsoever, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. You acknowledge that use of the Service is at your own risk. By accessing Muser, the User warrants and represents that he/she is legally entitled to do so and to make use of information made available via the app. The User also unreservedly accepts these Terms of use. By User Muser mean the person who accepts, uses, browses Muser and participates in the Service and activities offered in Muser. Registration for one or more Services, and the use of the app implies full acceptance of these conditions by the User. If you do not agree to these Terms of use and its binding Terms, please refrain from using Muser. In no case Muser, its officers, directors, shareholders, employees, trainers or business partners, affiliates and any other authorized agent or representative, or its affiliate companies or associates shall be responsible for and disclaims all liability for any loss, liability, claim, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever caused and on any theory of liability, whether for breach of contract, tort (including negligence) or otherwise, arising out of or related to Muser’s Service , the use or the inability to use the app and/or any content, or other goods or Services purchased, licensed, or obtained or messages received or transactions entered into by means of or through the app, the unauthorized access to or alteration of your transmission or data, or other information that is sent or received or not sent or received, or any User content, including but not limited to loss of anticipated profits, even if Muser has been advised of the possibility of such damages, regardless of any negligence of Muser or any of its affiliates or agents. These limitations shall apply notwithstanding any failure or essential purpose of any limited remedy in particular, neither Muser nor any third party or data or content provider shall be liable in any way to you or to any other person, for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising from any delays, inaccuracies, errors in, or omission of any share price information or the transmission thereof, or for any actions taken in reliance thereon or occasioned thereby or by reason of non-performance or interruption, or termination thereof. In no event will Muser, its affiliate companies or associates, will be liable to you or to any other person for any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of data, loss of programs, cost of procurement of substitute Services or Service interruptions), or any other type of malfunction, for unauthorized access, alteration or use, whether for the cause of contract violation, negligence or under any other cause of action, arising out of the use of or inability to use the Service , even if Muser or its agents or representatives know or have been advised of the possibility of such damages. Nor may Muser ensure the accuracy or completeness of the content provided in the app. Muser explicitly excludes, to the extent that is permissible by law, any liability for direct or indirect damage, as well as consequential damage allegedly caused to a User , when that User ’s behavior has contributed to the production of the damage allegedly suffered. Nor when the User has failed all or part in the performance of obligations under these Terms. Any finding of false impersonation assumptions or unlawful use of images in the app will allow Muser to exercise all legal actions including criminal action. In no event shall Muser’s total liability for all damages, losses, and causes of action will exceed the amount paid by the User to Muser. if any portion of this limitation of liability is found to be invalid, liability is limited to the fullest extent permitted by law.

**Indemnity**

User agrees to hold harmless, defend and indemnify Muser , its officers, directors, shareholders, employees, trainers, business partners, and any other authorized agent or representative, or its affiliate companies or associates, from any and all loss, liability, demand, penalty, claim, legal proceeding, cause of action, damage, expense, action, settlement, including without limitation, reasonable legal fees and other costs arising out, which Muser may suffer from User ’s activities on or use of the Service , including without limitation any breach by the User of these Terms, the User ’s negligence or misconduct or any charges or complaints made by other parties against the User . The User shall cooperate as fully as reasonably required in the defense of any claim. Muser reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by User . The User ’s indemnification obligation shall survive the User ’s termination of or cessation of use of the app.

**External Links**

The Service may from time to time contain links to other apps and resources ("External Links"). You acknowledge that Muser is not responsible for, and has no liability as a result of, the content, opinions, advice, statements, offers or availability of External Links or their contents. We suggest that you review the Terms of use and privacy statement of such External Links prior to use them. Your correspondence or business dealings with these third parties, are solely between you and such third parties.

**Final Dispositions**

a) These Terms of use shall be governed by and construed in accordance with the laws of the United States of America. You agree that any action at law or in equity arising out of or relating to these Terms shall be settled exclusively by an appropriate federal or state court located in the city of Pembroke Pines, Florida, without regard to any conflict or choice of law principles, and the parties waive any other jurisdiction corresponding them due to their present or future domiciles or any other circumstance; b) these Terms constitute the final and entire agreement between Muser and the User; c) these conditions supersede and replace any validity above arrangement. d) the rights and obligations assigned under this Terms are personal to the User , and can not be assigned to anyone. e) if any provision of these Terms and conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms which shall continue to have full force and effect.

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