

TERMS AND CONDITIONS OF USE

PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS, INCLUDING OUR PRIVACY POLICY, BEFORE USING THE WEBSITE, BY ACCESSING OR USING THE SERVICES, YOU ("USER") AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS. IF YOU DISAGREE WITH ANY OF THE FOLLOWING TERMS OR CONDITIONS, PLEASE DO NOT USE THE SERVICES

GYMBUD OWNS AND OPERATES THE SERVICES. GYMBUD RESERVES THE RIGHT TO CHANGE ANY TERMS OR CONDITIONS WITHOUT NOTICE, EFFECTIVE UPON THEIR POSTING. GYMBUD OR ITS SERVICE PROVIDERS, PARENTS, AFFILIATES AND BUSINESS ASSOCIATES MAY IMPOSE LIMITS ON CERTAIN FEATURES AND SERVICES OR RESTRICT YOUR ACCESS TO PARTS OR ALL OF THE SERVICES WITHOUT NOTICE OR LIABILITY; GYMBUD MAY ALSO TERMINATE YOUR USE OF THE SERVICES AT ANY TIME IN ITS SOLE DISCRETION.

Use of Services; Ownership of Intellectual Property Rights

All text, photographs, images, illustrations, artwork, audio and video clips, design, software, graphic material, trademarks, service marks and trade names, and all intellectual property rights in and to such items (hereinafter "Content") constitute the sole and exclusive property of GYMBUD or its subsidiaries, affiliates, licensors and content providers. The User is granted a personal, non-exclusive, non-assignable and non-transferable license to use the Content for non-commercial and personal, informational use only. The following acts are additionally prohibited without GYMBUD's prior written approval: copying of the Services or the Content or any portion, variations or derivatives thereof; reproduction, modification, creation of derivative works, display, performance, publication, distribution, dissemination, broadcast or circulation of any Content, in whole or in part (including without limitation, the display and distribution of the Content via a third party application or Web site); and disassembling, decompiling, reverse engineering or otherwise modifying the Content.

Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL GYMBUD, ITS PARENTS, AFFILIATES, EMPLOYEES, AGENTS OR ANY THIRD PARTY INFORMATION PROVIDER, SERVICE PROVIDERS, LICENSOR, OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SERVICES, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, ECONOMIC, PUNITIVE, LOST PROFIT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES THAT RESULT FROM OR ARE RELATED TO THE USE OF OR INABILITY TO USE THE SERVICES; OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT OR DESTRUCTION.

Privacy Policy

- **Personally identifiable information**

GYMBUD collects personally identifiable information directly from the User only when the User voluntarily enters information, or when the User requests or agrees that GYMBUD send the User information or materials. GYMBUD may also collect information through the use of promotional email campaigns or newsletters.

The types of personally identifiable information GYMBUD collects include e-mail address, full name, full address, work, home or mobile phone numbers, age, gender and viewing preferences. GYMBUD currently uses the information for the purposes of providing the User with information requested by the User, and service information, and to allow the User to voluntarily participate in events, promotions, contests or sweepstakes. GYMBUD may also use personally identifiable information to process user requests and/or to send the User communications from GYMBUD such as news, information and promotional offers. If the User requests information for certain offers, promotions, contests or sweepstakes, GYMBUD may forward the User's personal information to a third party for the purposes of supporting GYMBUD in these services.

GYMBUD may disclose your personal and account information to respond to court subpoenas, court orders, or other legal processes, as required by law, or to establish or exercise GYMBUD legal rights or defend against legal claims. Your personal and account information may also be disclosed in connection with a sale of some or all of the GYMBUD business or a merger with another entity. Within GYMBUD, we restrict access to information and data about you to those GYMBUD employees who need to know the information and data in order to perform their jobs, such as servicing your account, or notifying you of new services, classes, and programs.

- **Your Obligations**

For your protection, GYMBUD strongly recommends that you do not share your account information, passwords or code words with others. Administrators of the Services will never ask you for your password by phone or e-mail. Do not provide confidential information online or over the telephone unless you initiated the contact, know the party with whom you are dealing, and provide the information through a secured channel. When conducting business over the Internet, always use a secure browser or client and exit online applications as soon as you finish using them. If you become aware of any suspicious activity relating to your account, it is your responsibility to contact GYMBUD immediately.

Risk & Personal Injury

- YOU ACCEPT THIS RISK AND ACCEPT FULL RESPONSIBILITY FOR YOUR EXERCISE AND TRAINING.
- You accept that participating in exercise has a risk of causing injury, both minor and potentially major.
- You will in no way hold GYMBUD.com or your trainer liable for any injuries or illness sustained.

- You also agree that you have no undisclosed injury or illness that may affect your ability to undertake rigorous exercise and to the best of your knowledge you are ready and able to undertake this exercise program.

Payment

- Confirmation by both you and the trainer through the site to pay for and attend a training session constitutes a binding contract between you and said trainer providing the training session
- You accept that payment must be paid in full through GYMBUD.com at least 1 day or 24 hrs prior to the agreed upon training time
 - Late payments will be subject to a penalty amounting to 5% of the price of the training session
- You allow GYMBUD to hold the aforementioned payment in escrow until the completion of the training session
- You accept that the payment, in full, will not be transferred to the trainer through the site until both parties confirm the occurrence of the session
- No-shows by users who have purchased a training session will result in an 80% refund to said user and 10% payment to the hired trainer

Personal Conduct & Harassment

You agree that when using GYMBUD.com you will comply with GYMBUD.com's personal conduct policy

- You agree to use the site for its services and not with the exclusive purpose of harassing its other users
- All forms of harassment will not be tolerated by GYMBUD.com and its administrators and will be subject to penalty at the sole discretion of GYMBUD.com administrators
- Any form of harassment should be reported through GYMBUD.com's administrator help page
- You accept that GYMBUD is not liable for any form of harassment that is not reported to GYMBUD.com's administrators in a timely manner

- You agree that you will not use GYMBUD.com's messaging forum to harass or attack other users
- GYMBUD.com is not liable for harassment by either its users or its trainers that occur during face-to-face interaction or off of the site
- GYMBUD.com is only liable for maintaining its site as a medium for services provided and is thus only liable for handling and containing harassment that on its service

Penalty

If you do not comply with GYMBUD.com's terms of service, GYMBUD.com and its administrators reserve the right to impose sanctions or bans on your use of the site at their discretion

- Late or non-payments will not be tolerated and will result in a temporary ban of service provided by GYMBUD.com at the discretion of its administrators
- No-shows by trainers will result in temporary ban of service provided by GYMBUD.com at the discretion of its administrators
- All reported incidents of harassment will result in a temporary ban of service provided by GYMBUD.com at the discretion of its administrators

Third Party Links and Sites

The Services may contain links to other Internet sites, resources and/or sponsors of the Services. GYMBUD does not verify, warrant, endorse, or take responsibility for the availability, accuracy, completeness or quality of the content contained in these outside sites or resources. Providing links to outside sites does not constitute GYMBUD's approval of the content, policies or practices of those other sites. Be sure to review the terms of use and privacy policies posted on the outside sites or resources after utilizing them.

In order to identify third party sites or resources, the Services may make use of third party trademarks, images or branding. Usage of these items does not imply endorsement or certification by the third party. Logos and trademarks displayed within the Services are the property of their respective owners and are used in accordance with existing agreements between GYMBUD and the third party or by usage guidelines and policies set forth by the third party.

Changes to the Privacy Policy

If there are updates to the terms of GYMBUD's online Privacy Policy, GYMBUD will post those changes and update the revision date on this document, so Users will always know what information we collect online, how we use it, and what choices you have. For material changes to this Privacy Policy, GYMBUD will provide notification to the Users of the Services. GYMBUD will not apply changes to how personally identifiable information is used or disclosed to information already collected absent consent, except as permitted by applicable law.

These Terms and Conditions of Use shall be governed by, construed and enforced in accordance with the laws of the State of California and the federal laws of the United States of America. Users agree to submit to the personal and exclusive jurisdiction of the state or federal courts located within the State of California for any disputes arising from or related to the Services or these Terms and Conditions of Use. These Terms and Conditions are not intended to alter the terms or conditions of any other agreement you may have with GYMBUD or its affiliates, parents, service providers or business associates to the extent that those agreements govern issues other than your use of the Services. Should any provision in these Terms and Conditions be found invalid or unenforceable for any reason, that provision shall be deemed severable from the terms and shall not affect validity or enforceability of the remaining provisions. These Terms and Conditions may not be altered by action, inaction or course of dealing between the parties. These Terms and Conditions may only be altered by (a) prior written mutual agreement between GYMBUD and User; or (b) GYMBUD posting revisions on the Services. Failure by GYMBUD to object to a User's behavior, conduct or action does not constitute a consent, ratification or waiver of objection.