

User Agreement

This User Agreement (this “Agreement”) is a legal agreement between you and Fitpeo Inc. (“Fitpeo”, “we”, or “our”) providing, among other things, the terms and conditions for your use of the Fitpeo websites, (collectively, the “Service”).

The list of Fitpeo’s websites governed by this agreement include: Fitpeo.com, all application by Fitpeo Inc.

Please read this Agreement carefully. By using the Service you agree to abide by all of the terms of this Agreement. If you do not agree to, or cannot comply with this Agreement, please do not use the Service. We may, from time to time, change this Agreement. We will post a copy of the changed Agreement on the Service. Your continued use of the Service constitutes your agreement to abide by this Agreement as changed. Any breach of this Agreement may result in termination of your access to the Service, without notice, in addition to the other remedies available to Fitpeo.

All of the information, content, services and software displayed on, transmitted through, or used in connection with the Service, including, for example, news articles, opinions, reviews, text, photographs, images, illustrations, audio clips, video, html, source and object code, software, data, and the like (collectively, the “Content”), as well as its selection and arrangement, is owned by Fitpeo and its affiliates, licensors or suppliers (excluding any “User Content,” as defined below, which may be owned by others). The Service is protected by copyright, trademark and other intellectual property laws of the United States of America and applicable international intellectual property laws.

You may use the Content online only, and solely for your personal, non-commercial use and you may download or print a single copy of any portion of the Content solely for your personal, non-commercial use, provided you do not remove any trademark, copyright or other notice from such Content. However, Fitpeo does not represent or warrant that use of any Content will not infringe upon the rights of third parties. If you operate a Web site and wish to link to the Service, you may do so provided you agree to remove such link immediately upon our request. The permitted use described in this paragraph is contingent upon your compliance at all times with this Agreement. No other use is permitted without our prior written authorization. Further, you agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through the Service in any way that affects a user’s experience, and not to use any data mining, data gathering or extraction methods.

Requests to use Content for any purposes other than as permitted in this Agreement should be directed to info@Fitpeo.com. In certain cases, you may be able to obtain a license to use individual stories that appear on the Service through online functionality we have specifically designated (e.g., to e-mail a story to a friend or to purchase the rights to

reproduce a story for other use). In such cases, we will provide the license information or a link on the Content itself. If you do not see such license information or link, you should assume you do not have permission to use the Content.

We respect the intellectual property of others, and require that our users do the same. You may not upload, embed, post, e-mail, transmit or otherwise make available any material that infringes any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity. We will terminate the accounts of repeat infringers.

If you are a copyright owner or an agent thereof and believe that any User Content or other Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing our Copyright Agent with the following information in writing (see 17 U.S.C § 512(c)(3) for further detail): (a) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (b) identification of the claimed infringing material and information reasonably sufficient to permit us to locate the material on the Service; (c) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an e-mail address; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf; and (f) your physical or electronic signature. Our Copyright Agent for notification of claimed infringement can be reached as follows:

- [E-mail: info@Fitpeo.com](mailto:info@Fitpeo.com)

Any comments, posts, feedback, notes, messages, images, audio, materials, ideas, suggestions or other communications you submit on or through the Service (collectively “User Content”) are not private. By submitting User Content on or through the Service, you grant Fitpeo and its affiliates an irrevocable, royalty-free, worldwide, perpetual right and license to use, copy, modify, display, archive, store, distribute, reproduce and create derivative works based upon such User Content, in any form, media, software or technology of any kind now existing or developed in the future. By submitting such User Content on or through the Service, you are confirming that (a) you are the sole author of the User Content and the User Content is original with you and not copied in whole or in part from any other work; (b) you have obtained all necessary permissions associated with the User Content, including without limitation permissions relating to copyrights, trademarks, rights of publicity and/or rights of privacy; and (c) the User Content is not libelous, obscene or otherwise in violation of this Agreement. By submitting any such User Content on or through the Service, you grant Fitpeo and its affiliates permission to use your name and any other information (as provided by you) to attribute such User Content to you. Without limiting the generality of the previous sentence, and subject to our Privacy Policy (LINK TO PAGE 6.1), you authorize Fitpeo and its affiliates to share the User Content across all affiliated Web sites, and to use your name and any other information

in connection with its use of such User Content. You also grant Fitpeo and its affiliates the right to use any material, information, ideas, concepts, know-how or techniques contained in such User Content for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products using or inspired by such User Content. We are not responsible for the similarity of any of our Content or programming in any media to User Content submitted by you. All rights granted in this section are granted without the need for additional compensation of any sort to you.

The bulletin boards, chat rooms, community calendars, and other interactive areas of the Service are provided to users as interesting and stimulating forums to express their opinions and share ideas and information. We expect people to differ-judgment and opinion are subjective-and we encourage free speech and the exchange of ideas. But, by using these areas of the Service, you are participating in a community that is intended for all of our users.

Therefore, we reserve the right, but undertake no duty, to review, edit, move, or delete any User Content provided for display or placed on the Service, at our sole and absolute discretion, without notice to the person who submitted such User Content.

You may be held liable for any illegal or prohibited User Content made accessible on or through the Service or to other users, including, for example, infringing, defamatory, or offensive materials. So that the Service is available for all users to enjoy, you may not, and hereby represent and warrant that you will not, post, transmit, e-mail or otherwise make accessible on or through the Service any User Content that:

- Is unlawful, harmful, threatening, tortious, defamatory, libelous, abusive, disparaging, pedophilic, pornographic, obscene, invasive of another's privacy, hateful, or malicious;
- Contains hate propaganda or promotes discrimination or violence against any people on account of their race, national origin, religion, age, gender, disability, or sexual orientation;
- Is or could be harmful to minors;
- Harasses or advocates harassment of another person;
- Involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing or "spamming"
- Promotes information that you know is false, misleading, or promotes illegal activities or conduct
- Is or promotes an illegal or unauthorized copy of another person's work, such as providing pirated computer programs or links to them, or providing information to circumvent manufacture-installed copy-protect devices
- Infringes any patent, copyright, trademark, service mark, trade secret, or other proprietary right of any other party;
- Contains restricted password only access pages, or hidden pages or images (those not linked to or from another accessible page)

- Provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18
- Provides instructional information about illegal activities such as making or buying illegal weapons, or providing or creating computer viruses;
- Contains a software virus or any other code files or programs that are designed to or have the ability to interrupt, destroy, compromise, or otherwise limit the functionality of any computer software or hardware or telecommunications equipment whether owned by Fitpeo or any other party
- Solicits passwords, or personal identifying information for commercial or unlawful purposes from other users; or
- Otherwise violates any local, state, national or other applicable law or regulation. In addition, you may not, in connection with your use of the Service:
- Impersonate any person or entity or falsely misrepresent your affiliation with any other person or entity
- Forge headers or otherwise manipulate identifiers for the purpose of disguising the origin of any User Content posted or transmitted on or through the Service
- Engage in commercial activities and/or sales without our prior written consent including, without limitation, contests, sweepstakes, barter, or advertising
- Post or transmit any Content that you do not have the right to post or transmit
- Post or submit unsolicited commercial e-mail, chain letters, pyramid schemes, or seek or encourage others to engage in these activities
- Disrupt the ordinary flow and operation of any portion of the Service, including causing a screen to scroll faster than another user may be able to type in a chat room or bulletin board environment
- Interfere with or disrupt the Service or any server or network involved with the operation of the Service
- Stalk or harass any other person; or
- Collect or “harvest” from the Service the names of other users for the purpose of transmitting to those other users unsolicited commercial messages.

If you discover this kind of material or activity on the Service, please notify us at info@Fitpeo.com. We do not support, endorse nor tolerate any of the foregoing material or activity. Given the nature of the Service and the volume of User Content we receive, we cannot and do not monitor all User Content or other materials posted or transmitted by users and third-party information providers. To protect your safety, please use your best judgment when using interactive areas of the Service. We particularly discourage divulging personal information when you participate in interactive areas of the Service. You do so at your own risk.

We do not necessarily endorse, support, sanction, encourage, verify, or agree with statements posted on the interactive areas of the Service. Any such statements are the views and responsibility of those who posted them, and do not necessarily represent our views. You agree that we are not responsible, and shall have no liability to you whatsoever, with respect to any such statements.

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The Service (including, but not limited to, any information provided by users) is for informational and entertainment purposes only and is not intended to replace or substitute for any professional in any field, including but not limited to financial, medical, legal, business or other advice. We make no representations or warranties and expressly disclaim any and all liability concerning any treatment or action by any person following the information offered or provided within or through the Service. If you have specific concerns or a situation in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist.

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Although we try to provide accurate information on the Service, the materials may contain inaccuracies, errors and typographical errors. Fitpeo and its affiliates do not warrant the accuracy or completeness of the Content contained on the Service. We may make changes to the Content at any time without notice and make no commitment to update the Content.

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YOU EXPRESSLY UNDERSTAND AND AGREE THAT FITPEO AND ITS AFFILIATES, SUBSIDIARIES, SERVICE PROVIDERS, LICENSORS, OFFICERS, DIRECTORS OR EMPLOYEES SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, GENERAL, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF FITPEO OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, FITPEO AND ITS AFFILIATES, SUBSIDIARIES, SERVICE PROVIDERS, LICENSORS, OFFICERS, DIRECTORS AND EMPLOYEES, FROM ANY AND ALL CLAIMS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DEFAMATION, TRADE DISPARAGEMENT, PRIVACY AND INTELLECTUAL PROPERTY INFRINGEMENT) AND DAMAGES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) ARISING FROM OR RELATING TO ANY ALLEGATIONS REGARDING: (1) YOUR USE OF THE SERVICE; (2) FITPEO OR ITS AFFILIATES' USE OF ANY USER CONTENT OR INFORMATION PROVIDED BY YOU; (3) USER CONTENT OR INFORMATION POSTED OR TRANSMITTED THROUGH YOUR MEMBERSHIP ACCOUNT, EVEN IF NOT POSTED BY YOU; AND (4) ANY VIOLATION OF THIS AGREEMENT BY YOU.

We reserve the right, at our sole discretion, immediately and without notice, to suspend or terminate this Agreement, your registration for any program offered on the Service, your ability to access the Service, and to remove any User Content, for any reason, including without limitation any breach by you of this Agreement or conduct by you that we determine to be inappropriate. You agree that Fitpeo and its affiliates shall not be liable to you or any third-party for any suspension or termination pursuant to this provision.

Fitpeo may at any time transfer its rights and obligations under this Agreement to any affiliate, subsidiary or business unit, or any of their affiliates, or to any entity that acquires Fitpeo or any of its assets.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflict of laws provisions. You agree to submit to personal and exclusive jurisdiction by and venue in the state and federal courts located in King County, Washington.

The Service is controlled, operated and administered by Fitpeo from within the United States. We make no representation or warranty that the Content available on the Service is appropriate or available for use at other locations outside of the United States. If you use the Service in a jurisdiction that prohibits or restricts the use of the Service, you agree that your use of the Service will be at your own risk, without limitation of any other provision of this Agreement, and that Fitpeo and its affiliates shall not have any liability with respect to such use. Software from this Service may be subject to United States export controls. You may not use the Service or export software from this Service in violation of United States export laws and regulations.

This Agreement is the complete and entire agreement between you and Fitpeo and supersedes any prior agreement, whether written or oral. If for any reason any provision of this Agreement is found to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected in that provision, and the remainder of this Agreement shall continue in full force and effect. Any failure of Fitpeo to enforce or exercise any provision of this Agreement or related right shall not constitute a waiver, at the time or in the future, of that right or provision or any other right or provision. The section titles used in this Agreement are for convenience only and have no legal or contractual effect.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND WILL BE BOUND BY ITS TERMS AND CONDITIONS.

Last updated: May 24, 2021