

U.S. Terms of Use

Effective: 8th December 2020

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PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY ACCESSING OR USING THE APPLICATIONS OR ANY SERVICES PROVIDED BY US, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS HEREIN, DO NOT ACCESS OR USE THE WEBSITE, APPLICATION OR ANY SERVICES PROVIDED BY US.

Introduction

TAB (Train Any Buddy) is an online community that allows Users (as the term is defined below) to connect with other Users who have similar fitness interests, where one User, who acts as a personal Coach, connects or is connected with another User, who desires training, advice, and coaching. Both coaches and clients are referred to as Users in this Agreement, depending on the context. The service is available to both coaches and clients, so that they may advertise and schedule sessions. To enjoy the service, coaches must develop a profile and input their locations and availability into the scheduling software. This will allow clients to select times that meet the coach's availability. The clients may then register on the mobile application and begin to research coaches in their area. Then, the client may schedule appointments with the coaches of his or her choice.

Certified coach or trainer: A person who is certified by an accredited personal training agency in US.

FitBuddy: A user who claims to be an expert of a training skill but does not carry a certification.

User or Buddy: A person who intends to use TAB application to connect with other users or trainers or Fitbuddies for casual or personal training based workouts.

1. TERMS OF USE.

This Terms of Use Agreement ("Terms" or this "Agreement") govern your access or use, from within the United States and its territories and possessions, of the mobile applications ("App"), websites, content, products, and services (the "Services," as more fully defined below in Section 3) made available in the United States and its territories and possessions by TAB (TRAIN ANY BUDDY), INC. and its parents, subsidiaries, representatives, affiliates, officers and directors (collectively, "Tab"). Please understand that, by joining our community, using and accessing information on the App, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO COMPLY WITH THE TERMS AND CONDITIONS STATED WITHIN THIS TERMS OF USE AGREEMENT (this "Agreement"), which shall constitute a binding agreement between you, as a "User" of the App, and Tab. By accessing or using the Services, you confirm your agreement to be bound by these Terms. If you do not agree to these

Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Tab may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, program, activity or promotion, and such supplemental terms will be disclosed to you in separate region-specific disclosures (e.g., via the notices function of the App) or in connection with the applicable Service(s). Supplemental terms are in addition to, and will be deemed a part of, the Terms for the purposes of the applicable Service(s). Supplemental terms will prevail over these Terms in the event of a conflict with respect to the applicable Services.

2. AMENDMENT.

Tab may amend the Terms of Use from time to time. Amendments will be effective upon Tab's posting of such updated Terms at this location or in the amended policies or supplemental terms on the applicable Service(s) or the App. We may do this for a variety of reasons including to reflect changes in or requirements of the law, new features, or changes in business practices. The most recent version is the version that applies. If the changes include material changes that affect your rights or obligations, we will notify you in advance of the changes by reasonable means, which could include notification through the Service or via email. You agree that this Agreement shall supersede any prior agreements (except as specifically stated herein). You agree that this Agreement shall supersede any prior agreements (except as specifically stated herein), and shall govern your entire relationship with Tab, including but not limited to events, agreements, and conduct preceding your acceptance of this Agreement. Your continued access or use of the Services after such posting confirms your consent to be bound by the Terms, as amended.

Tab's collection and use of personal information in connection with the Services is described in Tab's Privacy Policy located at <https://tab.fit/privacy-and-cookie-policy>

IMPORTANT: PLEASE REVIEW THE ARBITRATION AGREEMENT SET FORTH IN SECTION 9 BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH TAB ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

3. THE SERVICES.

The Services comprise of mobile applications and related services (each, an "Application" or "App"), which enables users to arrange and schedule physical training sessions at mutually agreed locations under agreement with Tab or certain of Tab's affiliates ("Third Party Providers"). The Services do not include the actual training activities, the in person or direct, one-to-one communications outside of the App, or any other activities taking place outside of the App. Unless otherwise agreed by Tab in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use.

Safety; Your Interactions with Other Members.

Though Tab strives to encourage a respectful user experience through features like the double opt-in that allows users to communicate only after they have both indicated interest in one another, it is not responsible for the conduct of any user on or off of the Service. You agree to use caution in all interactions with other users, particularly if you decide to communicate off the Service or meet in person for training. In addition, you agree to review and follow Tab's [Safety Tips](#) prior to using the Service. You agree that you will not provide your financial information (for example, your credit card or bank account information), or wire or otherwise send money, to other users. A detailed explanation of our [Safety Commitment](#) can be found here: <https://tab.fit/safety-commitment>

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. YOU UNDERSTAND THAT TAB DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS USERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS USERS. TAB MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS. TAB RESERVES THE RIGHT TO CONDUCT – AND YOU AUTHORIZE TAB TO CONDUCT – ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS OBTAINED BY IT OR WITH THE ASSISTANCE OF A CONSUMER REPORTING AGENCY, AND YOU AGREE THAT ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE.

YOU ACKNOWLEDGE THAT YOUR ABILITY TO OBTAIN SERVICES THROUGH THE USE OF THE APP DOES NOT ESTABLISH TAB AS A PROVIDER OF SUCH SERVICES. FURTHER, THE SERVICES EXPRESSLY DO NOT INCLUDE ANY RIGHTS TO USE FOR TRAINING OR EXERCISE PURPOSES ANY SPECIFIC GYM OR TRAINING FACILITY, PARK OR OTHER OUTDOOR SPACE, OR ANY OTHER LOCATION CHOSEN BY THE USERS. YOUR RIGHTS TO USE ANY LOCATION, AND THE TERMS AND CONDITIONS OF THAT USE, IS GOVERNED SOLELY BY THE OWNERS OR PERSONS CONTROLLING THE LOCATION.

TAB EXPRESSLY DISCLAIMS ANY REPRESENTATION, COVENANT OR WARRANTY THAT IT HAS OBTAINED RIGHTS OR PERMISSION TO USE ANY SPECIFIC LOCATION OR FACILITY – THE RESPONSIBILITY OF OBTAINING RIGHTS OR PERMISSION TO USE ANY SPECIFIC LOCATION OR FACILITY LIES SOLELY WITH THE USERS.

BY AGREEING TO THIS AGREEMENT, EACH USER EXPRESSLY RELEASES AND HOLDS TAB AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY FOR ANY INJURY, OF ANY KIND OR NATURE, ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY OF TRAINING SERVICES OR PARTICIPATING IN A TRAINING SESSION, INCLUDING THE MISFEASANCE AND MALFEASANCE OF ANY USER WHO IS A TRAINER, ANY USER WHO IS A TRAINEE, AND ANY EQUIPMENT MALFUNCTION OR PRODUCT DEFECT.

License

Subject to your compliance with these Terms, Tab grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the App on your personal mobile device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by TAB and TAB's licensors.

Restrictions

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by TAB; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

Third Party Services and Content

The Services may be made available or accessed in connection with third party services and content (including advertising) that TAB does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party services and content. TAB does not endorse such third-party services and content and in no event will TAB be responsible or liable for any products or services of such third-party providers. Additionally, Apple Inc. or Google, Inc. will be a third-party beneficiary to this contract if you access the Services using Applications developed for Apple iOS and Android -powered mobile devices, respectively. These third-party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third-party beneficiary's terms of service.

Ownership

The Services and all rights therein are and will remain TAB's property or the property of TAB's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner TAB's company names, logos, product and service names, trademarks or services marks or those of TAB's licensors.

4. ACCESS AND USE OF THE SERVICES.

User Accounts

TAB is an online community that allows Users to connect with other Users who have similar fitness interests, where one User, who acts as a personal trainer, connects or is connected with another User who desires training advice and coaching. Users who act as trainers may have physical training or physical thereby degrees or certifications, but they may not, or their certifications may no longer be valid. Some Users who act as trainers may be simply exercise enthusiasts who have gained their knowledge solely through trial and error, self-learning, or previous training from others.

Users who connect for fitness must mutually select a suitable facility or location to engage in their fitness activities. Whether such location is suitable for the activities sought by the Users, or whether a personal trainer must be employed or contracted by such facility to engage in such activities, is the sole responsibility of the Users. **TAB EXPRESSLY DISCLAIMS ANY**

REPRESENTATION, COVENANT OR WARRANTY THAT IT HAS OBTAINED RIGHTS OR PERMISSION TO USE ANY SPECIFIC LOCATION OR FACILITY – THE RESPONSIBILITY OF OBTAINING RIGHTS OR PERMISSION TO USE ANY SPECIFIC LOCATION OR FACILITY LIES SOLELY WITH THE USERS.

User Requirements and Conduct

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account (“Account”). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if older than 18). Account registration requires you to submit to TAB certain personal information, such as your name, address, mobile phone number and age, and a self-selected password, as well as at least one valid payment method supported by TAB. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access or use the Services. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by TAB in writing, you may only possess one Account.

As indicated above, Users must be at least 18 years of age to create an account on TAB and use the Service. By creating an account and using the Service, you represent and warrant that:

- You can form a binding contract with TAB,
- You are not a person who is barred from using the Service under the laws of the United States or any other applicable jurisdiction—meaning that you do not appear on the U.S. Treasury Department’s list of Specially Designated Nationals or face any other similar prohibition,
- You will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations, and
- You have never been convicted of or pled no contest to a felony, a sex crime, or any crime involving violence, and that you are not required to register as a sex offender with any state, federal or local sex offender registry.

You may not authorize third parties to use your Account. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when accessing or using the Services, and you may only access or use the Services for lawful purposes. You may not in your access or use of the Services cause nuisance, annoyance, inconvenience, or property damage, whether to the Third-Party Provider or any other party. In certain instances, you may be asked to provide proof of identity or other method of identity verification to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity or other method of identity verification.

Text Messaging and Telephone Calls

Text messaging, also known as SMS, as well as telephone calls are some methods that TAB uses to communicate with users. You agree that TAB may contact you by telephone or text messages (including by an automatic telephone dialing system) at any of the phone numbers provided by you when establishing an account, including for marketing purposes. After opting-in to receive TAB text messaging alerts, TAB may send periodic texts that could include service updates, promotions or marketing information. The frequency of text messages from TAB may vary.

By opting-in to receive these text messages, you consent to our use of an automatic telephone dialing system to generate the text message to you. No purchase is required to be eligible to receive text messages from TAB. While we do not charge fees to receive text messages, message and data rates from your wireless carrier may apply. Any costs incurred as a result are your responsibility. Check with your wireless provider for details on receiving text messages. TAB reserves the right to terminate the texting service, in whole or in part, at any time without notice. How to Opt-in: By user providing their telephone number at sign-up, user consents to receiving SMS messages or telephone calls from TAB. How to Opt-out/Stop: To opt-out of the texting service, simply text back the keyword, STOP, after receiving a message or email support@tab.fit. After doing so, you will receive confirmation of your opt-out, and you will no longer receive any TAB messages thereafter. How to get Support/Help: To get help or customer support, simply text back the keyword, HELP, after receiving a message, or email support@tab.fit.

User Provided Content

TAB may, in TAB's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to TAB through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions (all collectively "User Content"). Any User Content provided by you remains your property. However, by providing User Content to TAB, you grant TAB a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and TAB's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You agree that all information that you submit upon creation of your account is accurate and truthful and you have the right to post the Content on the Service and grant the license to TAB above. You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant TAB the license to the User Content as set forth above; and (ii) neither the User Content, nor your submission, uploading, publishing or otherwise making available of such User Content, nor TAB's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by TAB in its sole discretion, whether or not such material may be protected by law. TAB may, but will

not be obligated to, review, monitor, or remove User Content, at TAB's sole discretion and at any time and for any reason, without notice to you.

In consideration for TAB allowing you to use the Service, you agree that we, our affiliates, and our third-party partners may place advertising on the Service. By submitting suggestions or feedback to TAB regarding our Service, you agree that TAB may use and share such feedback for any purpose without compensating you.

You agree that TAB may access, preserve and disclose your account information and User Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary, such as to: (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of the Company or any other person.

Use of Communication Services

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or within a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are appropriate in material and form and related to the particular Communication Service.

You agree that you will not:

- ***defame, abuse, engage in abusive behavior, "bully", harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;***
- publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
- upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents;
- upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service or advertisement specifically allows such messages;
- conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another User of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner;
- falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other User from using and enjoying the Communication Services;
- violate any code of conduct or other guidelines which may be applicable for any particular Communication Service;
- harvest or otherwise collect information about others, including e-mail addresses, without their consent;
- violate any applicable laws or regulations;

- use another user's account, share an account with another user, or maintain more than one account;
- use the Service for any purpose that is illegal or prohibited by this Agreement;
- use the Service for any harmful or nefarious purpose;
- spam, solicit money from or defraud any members;
- impersonate any person or entity or post any images of another person without his or her permission;
- post any Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; or
- create another account if we have already terminated your account, unless you have our permission.

TAB reserves the right to investigate and/ or terminate your account without a refund of any purchases if you have violated this Agreement, misused the Service or behaved in a way that TAB regards as inappropriate or unlawful, including actions or communications that occur on or off the Service. We have no obligation to monitor the Communication Services or paid advertisements. However, TAB reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion, including the right to terminate your access to any or all of the Communication Services or paid advertisement at any time without notice for any reason whatsoever. We also reserve the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in its sole discretion.

We may charge a fee to post content in some areas of the Site. This Content may include banner and text advertisements, sponsorships, and business listings. The fee may be an access fee permitting content to be posted in a designated area, and/or paid advertising. Each User posting content to the Site is responsible for said content and compliance with this Agreement between the parties. Unless otherwise stated herein, all fees paid will be non-refundable in the event that content is removed from the service for violating these Terms of Service.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. We specifically do not control or endorse the content, messages or information found in any Communication Service or paid advertisement and, therefore, We specifically disclaim any and all liability with regard to the Communication Services and paid advertising and any actions resulting from your participation in any Communication Service or engagement in the paid advertising.

TAB advises you not to reveal any other personal information to another individual until you make attempts to confirm the other person's identity and intentions. Always use common sense when it comes to interacting with anyone while you are online as you would offline. Always use respect when contacting or replying to another User just as you would in public. If anyone spams or harasses you, please notify us immediately. TAB will not tolerate cyber bullying, harassment or similar behavior. If TAB finds that the User is in violation of this Agreement, the User's account can and may be terminated and any User content deleted. We also reserve the right to, but shall not be required to, contact local and federal law enforcement personnel, depending on the nature of the event.

By posting, uploading, inputting, providing or submitting your submission you are granting TAB and any affiliate or licensee licensees permission to use your submissions in connection with the operation of their businesses including, without limitation, the rights to: copy, distribute,

transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your submission; and to publish your name in connection with your submission(s). No compensation will be paid with respect to the use of your submission, as provided herein.

Users of the Site are not spokespersons for TAB and their views do not necessarily reflect those of TAB.

Network Access and Devices

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. TAB does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

BETA TEST VERSION ADDENDUM

All Terms of Use in sections 1 through 10 remain in full force and effect during the BETA TEST. The mobile application accompanying this Agreement as a pre-release "beta" copy and all affiliated materials, including documentation and information (collectively the "Application"), is copyrighted. Scope of this agreement is the licensing (not selling) of the Application to You, as the beta tester 'user' (either an individual or an entity). The additional terms within this BETA TEST VERSION ADDENDUM section apply solely in the BETA TEST of the Application.

Please read and agree to the following BETA TEST ADDENDUM terms, if you wish to be eligible to participate in the Beta Testing.

BY REGISTERING TO UTILIZE THE BETA TEST VERSION OF THE APPLICATION, YOU ACKNOWLEDGE THAT YOU HAVE READ AND FULLY UNDERSTAND THESE TERMS, AND AGREE TO THEM AND: (1) YOU ARE 18 YEARS OF AGE OR OLDER AND (2) YOU HAVE READ, UNDERSTOOD, AND ACCEPTED THE TERMS AND CONDITIONS OF THIS BETA TEST VERSION ADDENDUM, IN ADDITION TO ANY AND ALL TERMS IN SECTIONS 1 THROUGH 10 OF THE TERMS OF USE HEREIN.

Ownership and Copyright of the Application Remain with TAB

The Application is copyrighted and is protected by United States copyright laws and international treaty provisions. Licensee agrees to prevent any unauthorized copying of the application, its source code or any other component, idea, design, or functionality. Except as expressly provided herein, TAB does not grant any express or implied right to you under TAB's patents, copyrights, trademarks, or trade secret information.

Limited License

You are entitled to access, download or install, and operate the Application solely for the purposes of performing your obligations under this Agreement. You may not sell, license, or

transfer the Application, or reproductions of the Application to other parties in any way. You may download or install, and operate the Application on iPhone or Google-enabled devices linked to the email address provided on sign-up.

Limitation on Liability

The Application under this Agreement is experimental and shall not create any obligation for TAB to continue to develop, productize, support, repair, offer for sale or in any other way continue to provide or develop the Application either to Licensee or to any other party. THE SOFTWARE APPLICATION IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL TAB BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE APPLICATION, EVEN IF TAB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Term and Termination

Unless otherwise terminated as specified under this Agreement. Licensee's rights with respect to the Application will terminate upon the earlier of (a) the initial commercial release by TAB of a generally available version of the Beta Software (b) automatic expiration of the Beta Software Application based on the system date or (c) at any time, without notice, TAB determines to end the Application test. Either party may terminate this Agreement at any time for any reason or no reason by providing the other party advance written notice thereof. TAB shall immediately terminate this Agreement and any Licensee rights with respect to the Application without notice in the event of improper disclosure of TAB's Application as specified under the Confidentiality section below. Upon any expiration or termination of this Agreement, the rights and licenses granted to Licensee under this Agreement shall immediately terminate, and Licensee shall immediately cease using, and will return to TAB (or, at TAB's request, destroy), the Application, Documentation, and all other tangible items in Licensee's possession or control that are proprietary to or contain Confidential Information.

Beta Tester Duties

Beta Tester agrees to report any flaws, errors, or imperfections discovered in any software Application or other materials where Beta Tester has been granted access to the Beta Test. Beta Tester understands that prompt and accurate reporting is the purpose of the Beta Tests and undertakes to use best efforts to provide frequent reports on all aspects of the Application both positive and negative and acknowledges that any improvements, modifications, and changes arising from or in connection with the Beta Testers contribution to the Application, remain or become the exclusive property of the Disclosing Party. Upon successful participation and completion of the aforementioned beta tester duties, **TAB will provide an early access to register for free**, as the sole and only compensation to beta tester. The access and registration has no cash or convertible value of any kind. Upon acceptance to register, beta tester agrees to have their beta test profile transferred to the main published version of the Application launched in the Apple or Google App Stores. Beta tester also agrees to adhere to,

abide by, and be bound by the Application Terms of Service in effect at the time of the Application launch.

Confidentiality

The Beta Tester will not disclose Application or any comments regarding Application to any third party without the prior written approval of TAB. The Tester will maintain the confidentiality of Application with at least the same degree of care that you use to protect your own confidential and proprietary information, but not less than a reasonable degree of care under the circumstances. The Beta Tester will not be liable for the disclosure of any confidential information which is:

(a.) in the public domain other than by a breach of this Agreement on Tester's part; or (b.) rightfully received from a third party without any obligation of confidentiality; or (c.) rightfully known to Tester without any limitation on use or disclosure prior to its receipt from TAB; or (d.) generally made available to third parties by TAB without restriction on disclosure.

No Support and Maintenance; Future Products

During your participation in the Beta Test program, TAB is not obligated to provide you with any maintenance, technical or other support for the pre-release Application. You agree to abide by any support rules and policies that TAB provides to you in order to receive such support. You acknowledge that TAB has no express or implied obligation to announce or make available a commercial version of the Application to anyone in the future. Should a commercial version be made available, it may have features or functionality that are different from those found in the pre-release Application licensed hereunder.

Fees and Costs

There are no license fees for Licensee's use of the Application under this Agreement. Licensee is responsible for all costs and expenses associated with the use of the Application and the performance of all testing and evaluation activities.

No Assignment.

This pre-release Application is personal to Tester. Tester shall not assign or otherwise transfer any rights or obligations under this Agreement.

5. PAYMENT.

You understand that use of the Services may result in charges to you for the services or goods you receive ("Charges"). TAB will receive and enable your payment of the applicable Charges for services obtained through your use of the Services. Charges will be inclusive of applicable taxes where required by law. Charges may include other applicable fees. All Charges and payments will be enabled by TAB using the preferred payment method designated in your Account, after which you will receive a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that TAB may use a secondary payment method in your Account, if available. Charges paid by you are final and non-refundable, unless otherwise determined by TAB.

As between you and TAB, TAB reserves the right to establish, remove and revise Charges for any or all services obtained through the use of the Services at any time in TAB's sole discretion. TAB will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. TAB may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, will have no bearing on your use of the Services or the Charges applied to you.

You may elect to cancel your request for Services at any time prior to the commencement of such Services, in which case you may be charged a cancellation fee on a Third-Party Provider's behalf. After you have received services obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback. TAB may use the proceeds of any Charges for any purpose, subject to any payment obligations it has agreed to with any Third-Party Providers or other third parties.

Charges you incur will be owed and paid directly to TAB or its affiliates, where TAB is solely liable for any obligations to Third Party Providers. Any and all fees and costs associated with the use of any facility or location are the sole responsibility of the Users contracting with and using such facility or location.

Refunds. Generally, all charges for purchases are nonrefundable, and there are no refunds or credits for partially used periods.

For registered users residing only in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio and Wisconsin, the terms below apply:

You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use the services of TAB) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the company notice in the same manner as you request a refund as described below.

To request a refund:

If you subscribed using your Apple ID, refunds are handled by Apple, not TAB. To request a refund, go to iTunes, click on your Apple ID, select "Purchase history," find the transaction and hit "Report Problem". You can also submit a request at <https://getsupport.apple.com>.

If you subscribed using your Google Play Store account or through TAB directly: please contact customer support with your order number for the Google Play Store (you can find the order number in the order confirmation email or by logging in to Google Wallet) or TAB (you can find this on your confirmation email). You may also mail or deliver a signed and dated notice which states that you, the buyer, are canceling this agreement, or words of similar effect. Please also include the email address or mobile number associated with your account along with your order number. This notice shall be sent to: TAB, Attn: Cancellations, 43671 Skye Road, Fremont CA, 94539 USA.

Payment through the Stripe Payments Platform

When you provide payment information, you represent and warrant that the information is accurate, that you are authorized to use the payment method provided, and that you will notify us of changes to the payment information. We reserve the right to utilize third party credit card updating services to obtain current expiration dates on credit cards.

TAB uses the 3rd party payment platform, Stripe, and the Stripe API to process credit and debit card transactions for your TAB account. By using TAB and agreeing to the TAB Terms of Use, you also agree to be bound by Stripe's Terms of Service.

You expressly understand and agree that TAB shall not be liable for any payments and monetary transactions that occur through your use of the TAB app and services. You expressly understand and agree that all payments and monetary transactions are handled by Stripe. You agree that TAB shall not be liable for any issues regarding financial and monetary transactions between you and any other party, including Stripe.

You are responsible for all transactions (one-time, recurring, and refunds) processed through the TAB app, services, and Stripe. TAB is not liable for loss or damage from errant or invalid transactions processed through Stripe payment processing. This includes transactions that were not processed due to a network communication error, or any other reason. If you process a transaction, it is your responsibility to verify that the transaction was successfully processed.

You understand that TAB uses the Stripe API to process payments and certain refunds and that the Stripe API is subject to change at any time and such changes may adversely affect the TAB app and services. You understand and agree to not hold TAB liable for any adverse affects that actions (whether intentional or unintentional) on the part of Stripe may cause to you. You must not process stolen credit cards, or unauthorized credit cards through Stripe and your TAB account.

6. "FIT COINS" PROGRAM AND OTHER VIRTUAL ITEMS.

TAB offers a "Fit Coins" virtual loyalty and bonus program for registered Users. The terms and conditions of the Fit Coins program and their use is described below.

From time to time, you may be able to purchase, a limited, personal, non-transferable, non-sublicensable, revocable license to use "virtual items," including but not limited to "Fit Coins" (collectively, "Virtual Items"). Any Virtual Item balance shown in your account does not constitute a real-world balance or reflect any stored value, but instead constitutes a measurement of the extent of your license. Virtual Items do not incur fees for non-use, however, the license granted to you in Virtual Items will terminate in accordance with the terms of this Agreement, when TAB ceases providing the Service or your account is otherwise closed or terminated. TAB, in its sole discretion, reserves the right to charge fees for the right to access or use Virtual Items and may distribute Virtual Items with or without charge. TAB may manage, regulate, control, modify or eliminate Virtual Items at any time. TAB shall have no liability to you or any third party in the event that TAB exercises any such rights. Virtual Items may only be redeemed through the Service. **ALL PURCHASES AND REDEMPTIONS OF VIRTUAL ITEMS MADE THROUGH THE SERVICE ARE FINAL AND NON-REFUNDABLE.** The provision of Virtual Items for use in the Service is a service that commences immediately upon the acceptance of your purchase of such Virtual Items. **YOU ACKNOWLEDGE THAT TAB IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN**

ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY. WE RESERVE THE RIGHT TO REVIEW, CANCEL AND REVERSE ANY TRANSACTION IN THE EVENT OF FRAUD, A CHARGE-BACK OF ANY TRANSACTION FEE PAID BY CREDIT CARD, OR AN ERROR OR MISTAKE MADE BY US, INCLUDING ERRORS IN ANY CONVERSION, REDEMPTION OR SIMILAR. YOU HEREBY CONSENT TO THE REMOVAL OF VIRTUAL ITEMS FROM YOUR PROGRAM ACCOUNT AS REQUIRED BY US TO REVERSE A CANCELLED TRANSACTION.

7. DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY.

DISCLAIMERS

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TAB DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, TAB MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. TAB DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD-PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. TAB TAKES NO RESPONSIBILITY FOR ANY CONTENT THAT YOU OR ANOTHER USER OR THIRD PARTY POSTS, SENDS OR RECEIVES THROUGH THE SERVICE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK. TAB DISCLAIMS AND TAKES NO RESPONSIBILITY FOR ANY CONDUCT OF YOU OR ANY OTHER USER, ON OR OFF THE SERVICE.

PROFESSIONAL ADVICE DISCLAIMER

THE TAB SERVICE OFFERS FITNESS INFORMATION AND IS DESIGNED FOR EDUCATIONAL AND ENTERTAINMENT PURPOSES ONLY. YOU SHOULD CONSULT YOUR PHYSICIAN BEFORE BEGINNING A NEW FITNESS PROGRAM. YOU SHOULD NOT RELY ON THIS INFORMATION AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL OR THERAPEUTIC ADVICE, DIAGNOSIS, OR TREATMENT. IF YOU HAVE ANY CONCERNS OR QUESTIONS ABOUT YOUR HEALTH, YOU SHOULD ALWAYS CONSULT WITH A PHYSICIAN OR OTHER HEALTH-CARE PROFESSIONAL. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL OR HEALTH RELATED ADVICE FROM YOUR HEALTHCARE PROFESSIONAL BECAUSE OF SOMETHING YOU MAY HAVE READ ON THE TAB APP, HEARD ON THE TAB SERVICE, OR TOLD BY ANOTHER TAB SERVICE USER. THE USE OF INFORMATION PROVIDED THROUGH THE TAB APP IS SOLELY AT YOUR OWN RISK.

NOTHING STATED OR POSTED ON THE TAB APP OR AVAILABLE THROUGH ANY TAB SERVICE IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICAL OR PHYSICAL OR THERAPEUTIC MEDICINE, PHYSICAL THERAPY, OR PHYSICAL TRAINING CARE. THE TAB SERVICE IS CONTINUALLY UNDER

DEVELOPMENT AND TAB MAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY, COMPLETENESS OR APPROPRIATENESS FOR ANY PURPOSE.

MEDICAL DISCLAIMER

IN BECOMING A USER OF TAB WITH THE INTENT OF USING THE TAB SERVICE, YOU AFFIRM THAT EITHER (A) ALL OF THE FOLLOWING STATEMENTS ARE TRUE: (I) NO PHYSICIAN HAS EVER INFORMED YOU THAT YOU HAVE A HEART CONDITION OR THAT YOU SHOULD ONLY DO PHYSICAL ACTIVITIES RECOMMENDED BY A PHYSICIAN; (II) YOU HAVE NEVER FELT CHEST PAIN WHEN ENGAGING IN PHYSICAL ACTIVITY; (III) YOU HAVE NOT EXPERIENCED CHEST PAIN WHEN NOT ENGAGED IN PHYSICAL ACTIVITY AT ANY TIME WITHIN THE PAST MONTH; (IV) YOU HAVE NEVER LOST YOUR BALANCE BECAUSE OF DIZZINESS AND YOU HAVE NEVER LOST CONSCIOUSNESS; (V) YOU DO NOT HAVE A BONE OR JOINT PROBLEM THAT COULD BE MADE WORSE BY A CHANGE IN YOUR PHYSICAL ACTIVITY; (VI) YOUR PHYSICIAN IS NOT CURRENTLY PRESCRIBING DRUGS FOR YOUR BLOOD PRESSURE OR HEART CONDITION; (VII) YOU DO NOT HAVE A HISTORY OF HIGH BLOOD PRESSURE, AND NO ONE IN YOUR IMMEDIATE FAMILY HAS A HISTORY OF HIGH BLOOD PRESSURE OR HEART PROBLEMS; AND (VIII) YOU DO NOT KNOW OF ANY OTHER REASON, MEDICAL OR OTHERWISE, YOU SHOULD NOT EXERCISE; OR (B) YOUR PHYSICIAN HAS SPECIFICALLY APPROVED OF YOUR USE OF THE TAB SERVICE.

IF APPLICABLE, YOU FURTHER AFFIRM THAT (A) YOU ARE NOT PREGNANT, BREASTFEEDING OR LACTATING; OR (B) YOUR PHYSICIAN HAS SPECIFICALLY APPROVED YOUR USE OF THE TAB SERVICE.

LIMITATION OF LIABILITY

TAB SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, INJURY PERSONAL OR OTHERWISE, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF TAB, EVEN IF TAB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TAB SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF TAB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TAB SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND TAB'S REASONABLE CONTROL. YOU AGREE THAT TAB HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION SERVICES OR ANY MODE OF TRANSPORTATION TO OR FROM A TRAINING LOCATION OR THE CONDITION OR SAFETY OF THE FACILITY OR LOCATION, OR ANY EQUIPMENT PROVIDED BY A USER OR A FACILITY OR LOCATION.

NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL TAB'S AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE

SERVICE OR THIS AGREEMENT EXCEED THE AMOUNT PAID, IF ANY, BY YOU TO TAB DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT YOU FIRST FILE A LAWSUIT, ARBITRATION OR ANY OTHER LEGAL PROCEEDING AGAINST TAB, WHETHER IN LAW OR IN EQUITY, IN ANY TRIBUNAL. THE DAMAGES LIMITATION SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE APPLIES (i) REGARDLESS OF THE GROUND UPON WHICH LIABILITY IS BASED (WHETHER DEFAULT, CONTRACT, TORT, STATUTE, OR OTHERWISE), (ii) IRRESPECTIVE OF THE TYPE OF BREACH OF OBLIGATIONS, AND (iii) WITH RESPECT TO ALL EVENTS, THE SERVICE, AND THIS AGREEMENT.

THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL WITH RESPECT TO THEIR ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, TAB'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON TAB'S CHOICE OF LAW PROVISION SET FORTH BELOW.

INDEMNITY

YOU AGREE TO INDEMNIFY AND HOLD TAB AND ITS AFFILIATES AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEYS' FEES), ARISING OUT OF OR IN CONNECTION WITH: (I) YOUR USE OF THE SERVICES OR SERVICES OR GOODS OBTAINED THROUGH YOUR USE OF THE SERVICES; (II) YOUR BREACH OR VIOLATION OF ANY OF THESE TERMS; (III) TAB'S USE OF YOUR USER CONTENT; OR (IV) YOUR VIOLATION OF THE RIGHTS OF ANY THIRD PARTY, INCLUDING THIRD PARTY PROVIDERS.

8. OTHER PROVISIONS.

Choice of Law

These Terms are governed by and construed in accordance with the laws of the State of California, U.S.A., without giving effect to any conflict of law principles, except as may be otherwise provided in the Arbitration Agreement above or in supplemental terms applicable to your region. However, the choice of law provision regarding the interpretation of these Terms is not intended to create any other substantive right to non-Californians to assert claims under California law whether that be by statute, common law, or otherwise. These provisions, and except as otherwise provided in Section 9 of these Terms, are only intended to specify the use of California law to interpret these Terms and the forum for disputes asserting a breach of these Terms, and these provisions will not be interpreted as generally extending California law to you

if you do not otherwise reside in California. The foregoing choice of law and forum selection provisions do not apply to the arbitration clause in Section 9 or to any arbitrable disputes as defined therein. Instead, as described in Section 9, the Federal Arbitration Act will apply to any such disputes.

Digital Millennium Copyright Act Notice

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible through the Services, please notify the Company's copyright agent, as set forth in the Digital Millennium Copyright Act of 1998 (DMCA). For your complaint to be valid under the DMCA, you must provide the following information in writing: An electronic or physical signature of a person authorized to act on behalf of the copyright owner; Identification of the copyrighted work that you claim is being infringed; Identification of the material that is claimed to be infringing and where it is located on the Services; Information reasonably sufficient to permit the Company to contact you, such as your address, telephone number, and e-mail address; 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; and 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.

Promptly after receipt of a valid removal notification, we will remove or disable access to the allegedly infringing content. We will also notify the party that posted it of your claim that the material is infringing and will give that party an opportunity to send us a written counter-notification, which may result in us re-posting the content if we believe that it is not infringing.

Any DMCA requests and any other feedback, comments, requests for technical support or other communications should be directed to customer service through support@tab.fit.

Notice

TAB may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, telephone or text message to any phone number provided in connection with your account, or by written communication sent by first class mail or pre-paid post to any address connected with your Account. Such notice will be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email or telephone). You may give notice to TAB, with such notice deemed given when received by TAB, at any time by First Class mail Or Pre-paid Post to our Registered Agent for Service Of Process: Agents And Corporations, Inc., 1201 Orange St Ste 600 One Commerce Center, Wilmington, De, 19801.

9. ARBITRATION AGREEMENT.

By agreeing to the Terms, you agree that you are required to resolve any claim that you may have against TAB on an individual basis in arbitration, as set forth in this Arbitration Agreement. This will preclude you from bringing any class, collective, or representative action against TAB, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against TAB by someone else.

Agreement to Binding Arbitration Between You and TAB.

You and TAB agree that any dispute, claim or controversy arising out of or relating to (a) these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) your access to or use of the Services at any time, whether before or after the date you agreed to the Terms, will be settled by binding arbitration between you and TAB, and not in a court of law.

You acknowledge and agree that you and TAB are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both you and TAB otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding. However, you and TAB each retain the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

Rules and Governing Law

The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the AAA’s Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this Arbitration Agreement. The AAA Rules are available at www.adr.org or by calling the AAA at 1-800-778-7879.

The parties agree that the arbitrator (“Arbitrator”), and not any federal, state, or local court or agency, will have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator will also be responsible for determining all threshold arbitrability issues, including issues relating to whether the Terms are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

Notwithstanding any choice of law or other provision in the Terms, the parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (“FAA”), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and AAA Rules will preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue will be resolved under the laws of the state of California.

Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration - Consumer Arbitration Rules at www.adr.org or by calling the AAA at 1-800-778-7879). The Arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the state of California and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are

unable to agree upon an Arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the Arbitrator in accordance with the AAA Rules.

Location and Procedure

The Governing Law and Venue provisions within are incorporated and are applicable to this Arbitration Agreement. Such arbitration shall be conducted by written submissions only, unless either you or TAB elect to invoke the right to an oral hearing before the Arbitrator. But whether you choose arbitration or small claims court, you agree that you will not under any circumstances commence, maintain, or participate in any class action, class arbitration, or other representative action or proceeding against TAB. Subject to the AAA Rules, the Arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision

The Arbitrator will render an award within the time frame specified in the AAA Rules. Judgment on the arbitration award may be entered in any court having competent jurisdiction to do so. The Arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. An Arbitrator's decision will be final and binding on all parties. An Arbitrator's decision and judgment thereon will have no precedential or collateral estoppel effect. If you or TAB prevail in arbitration you or TAB will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law.

Fees

Your and TAB's responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules.

Changes

Notwithstanding the provisions in Section 2 above, regarding consent to be bound by amendments to these Terms, if TAB changes this Arbitration Agreement after the date you first agreed to the Terms (or to any subsequent changes to the Terms), you may reject any such change to the Arbitration Agreement only by providing TAB written notice of such rejection within 30 days of the date such change became effective, as indicated in the "Effective" date above. This written notice must be provided either (a) by mail or hand delivery to our registered agent for service of process, c/o TAB, Agent for Service of Process, 43671 Skye Road, Fremont, CA 94539 or (b) by email from the email address associated with your Account to: support@tab.fit. In order to be effective, the notice must include your full name, exactly how it appears on your user account, and clearly indicate your intent to reject changes to this Arbitration Agreement. By rejecting changes, you are agreeing that you will arbitrate any dispute between you and TAB in accordance with the provisions of this Arbitration Agreement, in effect, as of the date you first agreed to the Terms (or to any subsequent changes to the Terms).

Severability and Survival.

If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, (1) the unenforceable or unlawful provision will be severed from these Terms; (2) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of the Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement; and (3) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims will be stayed pending the outcome of any individual claims in arbitration.

10. RELATIONSHIP WITH TAB.

As a Trainer (Fitbuddy or a personal trainer) User on the TAB mobile application, you acknowledge and agree that you and TAB are in a direct business relationship, and the relationship between the parties under this Agreement is solely that of independent contracting parties. You and TAB expressly agree that (1) this is not an employment agreement and does not create an employment relationship between you and TAB; and (2) no joint venture, franchisor-franchisee, partnership, or agency relationship is intended or created by this Agreement. You have no authority to bind TAB, and you undertake not to hold yourself out as an employee, agent, or authorized representative of TAB.

TAB does not, and shall not be deemed to, direct or control you generally or in your performance under this Agreement specifically, including in connection with your provision of

Training Services, and your acts or omissions. You retain the sole right to determine when, where, how often, and for how long you will utilize the TAB Platform. You retain the option to accept or to decline or ignore a request for Training Services via the TAB Platform, or to cancel an accepted request for Training Services via the TAB Platform, subject to TAB's then-current cancellation policies. With the exception of any permit/license rules or requirements by law, TAB shall have no right to require you to: (a) display TAB's names, logos or colors; or (b) wear a uniform or any other clothing displaying TAB's names, logos or colors. You acknowledge and agree that you have complete discretion to provide Training Services or otherwise engage in other business or employment activities.

11. PAYMENT TERMS

(a) **Prices & Charges.** You understand that: (a) the prices for training displayed through the services may differ from the prices offered or published by FitBuddy and Coach for the same training and/or from prices available at third-party websites and that such prices may not be the lowest prices at which the training or other items are sold; (b) TAB has no obligation to itemize its costs, profits or margins when publishing such prices; and (c) TAB reserves the right to change such prices at any time, at its discretion. You are liable for all transaction taxes on the services provided under this Agreement (other than taxes based on TAB's income). In the event that the charge to your payment method may incorrectly differ from the total amount, including subtotal, fees, and gratuity, displayed to you at checkout and/or after gratuity is selected, TAB reserves the right to make an additional charge to your payment method after the initial charge so that the total amount charged is consistent with the total amount displayed to you at checkout and/or after gratuity is selected. All payments will be processed by TAB or its payments processor, using the preferred payment method designated in your account. If your payment

details change, your card provider may provide us with updated card details. We may use these new details or details from other cards on file in order to help prevent any interruption to your Use of the Services. If you would like to use a different payment method or if there is a change in payment method, please update your billing information, inside “Wallet” or other parts of the TAB mobile application.

(b) **No Refunds.** Charges paid by you for completed and delivered fitness sessions are final and non-refundable. TAB has no obligation to provide refunds or credits, but may grant them, in each case in TAB’s sole discretion.

(c) **Promotional Offers and Credits.** TAB, at its sole discretion, may make promotional offers with different features and different rates to any User. These promotional offers are subject to the terms of this Agreement and may be valid only for certain Users as indicated in the offer. You agree that promotional offers: (i) may only be used by the intended audience, for the intended purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public, unless expressly permitted by TAB; (iii) are subject to the specific terms that TAB establishes for such promotional offer; (iv) cannot be redeemed for cash or cash equivalent; and (v) are not valid for use after the date indicated in the offer or in TAB’s Terms and Conditions for Promotional Offers and Credits. TAB reserves the right to withhold or deduct credits or benefits obtained through a promotion in the event that TAB determines or believes that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion terms or this Agreement. TAB reserves the right to modify or cancel an offer at any time. You agree that we may change TAB’s Terms and Conditions for Promotional Offers and Credits at any time. TAB may also offer gratuitous credits, which can be used for the Services. Any credit issued by TAB is valid for 6 months from the date of issue except to the extent prohibited under applicable law and may not be redeemed for cash or cash equivalent. Upon expiration, credits will be removed from your account. Expired credits are no longer redeemable and cannot be used towards any order. Credits issued through a User’s TAB account may only be redeemed through that respective brand’s Services.

(d) **Fees for Services.** TAB may change the fees for our Services as we deem necessary or appropriate for our business, including but not limited to Sessions online Fees, Service Fees, Minimum fitness session Fees, and Surge Fees. TAB may also charge other business fees on orders that you place through the Services, including commissions and other fees, and may change those business fees as we deem necessary or appropriate for our business or to comply with applicable law.

(e) **Cancellation policy.** TAB’s cancellation policy applies to the User (Buddy), FitBuddy, and the Coach. 1) If the User no longer wants/needs fitness sessions, they can cancel their session. To compensate the FitBuddy or coach for their time, TAB may apply a cancellation or no-show fee to the session. The User may be charged a fee in the event of cancellation of the session, based on the following Grid:

Cancellation Initiated By	Fee Deduction For Online Session (% of charged fee)			Fee Deduction for In-Person Session (% of Fee) - post verification with both parties		
	5 minutes after session accepted by both parties	5 Minutes before start of an accepted Session	'No-shows' to an accepted session	5 minutes after session accepted by both parties	5 Minutes before start of an accepted Session	'No-shows' to an accepted session
FitBuddy	Full refund issued to the user. Warning Issued to FitBuddy	Full refund issued to the user. Warning Issued to FitBuddy	Full refund issued to the user. Warning Issued to FitBuddy	Full refund issued to the user. Warning Issued to FitBuddy	Full refund issued to the user. Warning Issued to FitBuddy	Full refund issued to the user. Warning Issued to FitBuddy
Coach	Full refund issued to the user. Warning Issued to Coach	Full refund issued to the user. Warning Issued to Coach	Full refund issued to the user. Warning Issued to Coach	Full refund issued to the user. Warning Issued to FitBuddy	Full refund issued to the user. Warning Issued to FitBuddy	Full refund issued to the user. Warning Issued to FitBuddy
User (Buddy)	Actual payment gateway transaction fee will be charged to the users card	25% of the total transaction amount will be levied as cancellation charges to the user	50% of the total transaction amount will be levied as cancellation charges to the user	Actual payment gateway transaction fee will be charged to the users card	50% of the total transaction amount will be levied as cancellation charges to the user	No Refund

* "No-shows" is defined as an event where one of the two parties involved in a scheduled session do not show up within the 10 minutes from the start of the session. Either party is expected to send an email to support@tab.fit for refunds or further action.

12. Anti-Discrimination Policies

Discrimination against users or trainers on the basis of race, color, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age, or sexual orientation is not allowed, and can result in deactivation from the platform.

TAB is committed to maintaining an inclusive and welcoming community, and our mission is ensuring people who need training services most are able to get them. Discrimination of any kind may result in the offender's immediate deactivation.

13. MISCELLANEOUS.

Assignment; Interpretation; Waiver

You may not assign these Terms without Tab's prior written approval. Tab may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of Tab's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section will be void. No joint venture, partnership, employment, or agency relationship exists between you, Tab or any Third-Party Provider as a result of this Agreement or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and the remaining provisions will be enforced to the fullest extent under law. Tab's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by Tab in writing. This provision will not affect the Severability and Survivability section of the Arbitration Agreement of these Terms.

Entire Agreement

This Agreement constitutes the entire Agreement between you and Tab, superseding any prior Agreements between you and Tab on such subject matter.

No Agency

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship between you and Tab is intended or created by this Agreement. A User of the App is not Tab's representative or agent and may not enter into an Agreement on our behalf.

Governing Law

This Agreement and the relationship between you and Tab shall be governed exclusively by the laws of the State of California without regard to its conflict of laws provisions, except as set forth in Section 9.

Venue

Except for claims that may be properly brought in a small claims court of competent jurisdiction, all claims arising out of or relating to this Agreement, to the Service, or to your relationship with Tab that for whatever reason are not submitted to arbitration will be litigated exclusively in the federal or state courts of Fremont County, California, U.S.A. You and Tab consent to the exercise of personal jurisdiction of courts in the State of California and waive any claim that such courts constitute an inconvenient forum.

Assignment

This Agreement is not assignable, transferable or sub-licensable by you except with Tab's prior written consent but may be assigned or transferred by Tab to any affiliate or subsidiary, or in connection with a merger, acquisition, corporate reorganization, sale of all or substantially all of Tab's assets, or similar transaction.

Waiver

A party's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision and does not waive any right to act with respect to subsequent or similar breaches.

Severance

If any provision of this Agreement is found to be invalid by a court of competent jurisdiction, you and Tab nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of this Agreement will remain in full force and effect.

Force Majeure

A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affects the performance of any of its obligations under this agreement, and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

Termination

If we terminate your account or access to Our Site, this Agreement terminates with respect to the User account that has been terminated. However, certain provisions of this Agreement that by their nature survive termination shall survive termination, including those terms listed in *Survival* below.

Survival

Sections 7, 8, 9,10,11,12,13 will survive any termination or expiration of this Agreement.

Titles

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

CONTACT US

If you have any questions about this Terms of Service, the practices of this Site, or your dealings with the App, please contact Tab at:

TAB (TRAIN YOUR BUDDY), INC.

43671 Skye Road

Fremont, CA 94539

e-mail: support@tab.fit