

Fitnessshacksforlife.org and Fitnessshacksforlife.org/ chat provides an online platform or forum on this website, which are subject to these Terms and Conditions (the "Terms"). Fitnessshacksforlife PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE. THESE TERMS SET OUT THE TERMS OF A LEGALLY BINDING AGREEMENT BETWEEN YOU FOR YOUR USE OF THIS WEBSITE AND THE RELATED SERVICES. BY RECOGNIZING YOUR ACCEPTANCE OF THESE TERMS, EITHER BY REGISTERING A USER ACCOUNT AND/OR BY ACCESSING AND USING THIS WEBSITE, AS APPLICABLE, YOU AGREE TO BE BOUND BY ALL OF THESE TERMS. IF YOU DO NOT AGREE, YOU MUST CEASE USING THIS WEBSITE AND THE RELATED SERVICES.

By entering, You represent that you are not:

- If you are an Administrator, an individual under the age of 18 years;
- A person whose participation has been permanently suspended or terminated under Section 4 below; or
- A person who resides in or is a citizen of countries that are prohibited by law, regulation (including United States or other applicable export laws and regulations), treaty or administrative act from entering into trade relations (including export of technology) with the United States or its citizens.

When registering as a User, You warrant to Fitnessshacksforlife.org that:

- If you are an Administrator, you are 18 years of age or older, and You are registering as a User on Your own behalf and in Your own name as a representative of an Entity (and not on behalf of and/or in the name of a third person);

- If You are representing an Entity, you have full legal capacity and power to enter into and perform Your obligations under this Agreement on behalf of the Entity; and
- You agree to act in good faith and in accordance with this Agreement.

1. Definitions and interpretation

In this document, the following capitalized terms have the following meanings, unless otherwise expressly indicated:

1.1 “Administrator” means the individual representing any Competitor and who establishes a User Account for such Competitor and who otherwise acts on behalf of the Competitor on this Website or through accessing or using the Services.

1.2 “Affiliated Persons” means:

- the officers, employees, contractors, agents, representatives and affiliates of the Fitnessshacksforlife and any entity associated with the funding, administration, or processing of the Fitnessshacksforlife; and
- the members of the Immediate Family (as defined below) of any of the persons identified in the foregoing clause (a). The term “Immediate Family” includes a person’s spouse/domestic partner and the parents, siblings, children and grandchildren of the person and his or her spouse/domestic partner.

1.3 “Agreement” means:

- these terms and conditions;
 - any amendments subsequently made to these terms and conditions;
 - any replacement or novation of this Agreement;
 - terms and conditions incorporated into this Agreement by reference; and,
 - any policies (including the Privacy Policy), Rules, Terms, notices and disclaimers contained elsewhere on this Website or provided by FITNESSSHACKFORLIFE
- 1.4 “Award”** means any form of benefit or other forms of recognition to declared or selected Finalists and/or Winner, as set out in the Competition Terms and Conditions.

1.4

1.2 "Content" means any information, files, text, code, material, images, data, sounds, graphics, software, photos, designs, software downloads, goods, services documents, layouts, applet, CGI interfaces, descriptions, illustrations, catalogues, advertisements, audio and video material or specifications contained in or referred to in this Website, obtained through or via this Website or available to be viewed by accessing any part of this Website (which may be out of date or superseded), whether it be obtained directly or indirectly, in any machine or human readable format. Without limiting the foregoing, "Content" includes any Entry submitted through or via this Website.

1.2 "Entity" means an entity duly organized and validly existing under state or federal law in the United States of America that maintains a primary place of business in the United States and that is represented on the Website by a person at least 18 years of age who is a U.S. citizen or permanent resident and who is the duly authorized representative of such Entity.

1.3 "Intellectual Property Rights" means all intellectual property rights of any type whatsoever throughout the world including all rights which subsist in copyright, patent rights, or trademark rights, whether or not such rights are registered or capable of being registered.

1.4 "Loss" means any direct, indirect, special, incidental or consequential liabilities, damages, claims, losses, costs, expenses, actions, demands or suits, whether in contract, tort (including liability due to infringement of intellectual property rights or due to negligence), statute or otherwise and whether pecuniary or non-pecuniary. This includes, but is not limited to, loss of profits, legal costs and defense or settlement costs.

1.5 "Posting(s)" means any addition, insertion or uploading of content to this Website, as well as any submission or communication made through or via this Website. For the avoidance of doubt, this includes posts by users.

1.6 "Privacy Policy" means Fitnessshacksforlife privacy policies and notices posted on this Website, specific pages thereof, and/or provided by Fitnessshacksforlife in connection with the Services.

1.7 "Rules" means any set of provisions that establish specific conditions, under which participants are bound, that are posted on this website, either as a notice of an extension of these Competition Terms and Conditions or in addition to these Competition Terms and Conditions.

1.8 Fitnessshacksforlife " means Fitnessshacksforlife.org a Washington based non profit and a LLC Company , with a place of business at 400 NW Gilman Blvd. # 787 Issaquah WA 98027

1.21 Fitnesshacksforlife Affiliate" means an entity affiliated with Fitnesshacksforlife by ownership or common ownership or any subsidiary of Fitnesshacksforlife.

1.22 "Services" means the services provided by **Fitnesshacksforlife** on or via this Website and includes all Competitions.

1.23 "Third Party Sites" means sites and resources located on servers maintained by others over whom **Fitnesshacksforlife** has no control.

1.24 "User" means any person who has registered a User Account on this Website. The term "User" includes all Competitors.

1.25 "User Account" means Your online account with **Fitnesshacksforlife.org** that enables You to use this Website and includes (but is not limited to) Your username, password, statistics and history.

1.26 "Website" means any web pages contained within this domain and any sub-domains and all underlying software and infrastructure which permits the holding of Competitions. Where the context permits, 'Website' or 'website' includes the Services provided on the Website.

1.27 "Women" means women from all backgrounds, ethnicities and races; women who identify as LGBTQ; woman-identifying individuals; trans women; and gender non-conforming people.

1.28 "Men" means men from all backgrounds, ethnicities and races; women who identify as LGBTQ; woman-identifying individuals; trans men; and gender non-conforming people.

1.29 "You" means the person, team, or organization team using the Website, including a User and a Competitor.

1.30 "Your" means the possessive of the person, team, or organization using the Website, including a User.

2. Agreement to be bound

2.1 Use of this Website is subject to this Agreement. You agree to be bound by this Agreement and any subsequent amendments to this Agreement, as set forth below.

2.2 Fitnesshacksforlife .org reserves the right to amend or modify this Agreement at any time, provided that if such modifications materially limit Your rights and/or expand Your obligations hereunder, **Fitnesshacksforlife.org** will notify You electronically, such as by email or through the Website. Such material modifications will take effect on the earlier of the date You indicate Your assent (by clicking "Accept" or otherwise). No modification of the Agreement will apply to any dispute between You and **Fitnesshacksforlife.org** that arose prior to the effective date of the modification. If at any time You disagree with the Agreement or any modifications thereof, You may terminate this Agreement and shall cease using this Website. Your continued use of the Website after the revised Agreement becomes effective (such as following notice as set forth above) indicates that You have read, understood, and agreed to the revised Agreement. Any new or different terms supplied by You are specifically rejected by **Fitnesshacksforlife.org** unless **Fitnesshacksforlife .org** agrees to them in a signed writing specifically including those new or different terms.

2.3 Fitnesshacksforlife.org may alter this Website from time to time by adding or removing features. This Agreement will not be affected by any alterations to this Website.

2.5 Users may use this Website, including but not limited to those in the capacity of a Moderator. This Agreement will apply to Your use of the Website in that capacity, but Users may also include administrators and any conditions placed on them as Users are identified in the Terms.

3. Registration

3.1 In order to participate in the chat, You must register as a User. Registration on this Website is free.

3.2 Participation in the Competition is available only to Entities that are able to form legally binding contracts under applicable law and that satisfy the Eligibility requirements stated in the Competition Terms and Conditions. If You do not accept this Agreement, You will not be permitted to participate in any Fitnesshacksforlife.org or otherwise access or use the Website in any way.

3.3 No individual or represented Entity may register more than once (for example, by using a different username/email).

3.4 Acceptance of registration is at the sole discretion. of **Fitnesshacksforlife.org** believes that any registration has been made in contravention of clauses 3.1, 3.2, or 3.3 above (or otherwise in breach of this Agreement), it may refuse to accept the registration.

3.5 You are responsible for all use of this Website made using Your User Account (and/or username/email or password), whether or not You are aware of that use or could reasonably have been aware of that use. You agree to notify **Fitnesshacksforlife.org** immediately if You become aware of any unauthorized use of Your User Account.

3.6 Your User Account is personal to You and may not be sold, assigned or transferred to a third party. If You attempt to sell, assign or transfer Your User Account to a third party, **Fitnesshacksforlife** may suspend or terminate Your participation at its sole discretion.

3.7 **Fitnesshacksforlife.org** may communicate with You through the username/email that You provide at registration. You agree to notify **Fitnesshacksforlife.org** within a reasonable time if there are any changes to Your details. If You fail to notify **Fitnesshacksforlife** of any changes to Your details, you agree to waive any objection, claim, defense or recourse You might have had as a consequence of **Fitnesshacksforlife.org** failing to communicate with You. If You change Your email address and fail to notify **Fitnesshacksforlife.org** of the change, **Fitnesshacksforlife.org** will be deemed to have communicated with You on the date on which it communicated with the email address most recently provided by You.

3.8 You warrant that to **Fitnesshacksforlife.org** and the Competition Sponsor any Content provided or posted by You (through registration or otherwise):

- a. is not false, inaccurate, misleading or fraudulent;
- b. does not infringe any third party's Intellectual Property Rights or other rights arising at law or otherwise;
- c. is not obscene, defamatory, libelous, threatening or harassing;
- d. does not violate any applicable law;
- e. does not contain or describe pornography and is not otherwise harmful to persons under the age of 18 years;
- f. will not create liability for **Fitnesshacksforlife.org** or cause it to lose the services of its internet service providers or other suppliers (in whole or in part);
- g. will not create liability for **Fitnesshacksforlife.org** of any kind.

Unlawful, plagiarized, third-party-intellectual-property-infringing, unintelligible, illegible, obscene, indecent or incomplete registrations will be deleted in **Fitnesshacksforlife.org's** sole discretion. **Fitnesshacksforlife.org's** reserve the right to scrutinize all new Registrants for these requirements at any time during fund raising.

3.9 If **Fitnesshacksforlife.org** believes that any Content contravenes Clause 3.8 (or any other provision of this Agreement), it may remove that Content and/or take any other steps as it deems necessary to protect itself or third parties against any Loss. To the maximum extent permitted by law, **Fitnesshacksforlife.org** will not be liable for any Loss to any person arising from the removal of Content under this Section.

4. Terminating Your Registration

4.1 Subject to Clause 4.2, You may terminate Your participation at any time and without cause by notifying **Fitnesshacksforlife.org** through this Website.

4.2 If You terminate Your registration, this Agreement and any other applicable terms and conditions will continue to apply to any Postings made by You prior to giving the notice described in Clause 4.1 above.

4.3 **Fitnesshacksforlife.org** may, in its absolute discretion, terminate or suspend Your participation at any time and without notice if it believes that:

- a. You have breached this Agreement or any other applicable terms and conditions;
- b. You have acted in a way which is unlawful, or which may create liability for You, , **Fitnesshacksforlife.org** our Users, our internet service providers or any other supplier, or the Competition Sponsor;
- c. i **Fitnesshacksforlife.org** s unable to verify any information provided by You;
- d. Other Users give negative feedback about You, which **Fitnesshacksforlife.org** determines in its absolute discretion is worthy of termination;
- e. You have acted or represented Yourself in any way that **Fitnesshacksforlife.org** deem that your termination is necessary or appropriate.

4.4 If **Fitnesshacksforlife.org** terminates Your participation, **Fitnesshacksforlife.org** may in its absolute discretion withdraw any Postings submitted or made by You. If **Fitnesshacksforlife.org** terminates Your participation, **Fitnesshacksforlife.org** may, at its sole discretion, immediately withdraw Your Entries, which will have no force and effect from the date on which Your participation was terminated.

4.5 Subject to Clause 4.4, if **Fitnesshacksforlife.org** suspends Your registration, any Entries or other Postings submitted or made by You may be suspended for the period in which Your participation is suspended.

4.6 If Your registration is terminated, either by You or by **Fitnesshacksforlife.org**:

- a. You are no longer authorized to access this Website;
- b. all restrictions imposed on You, licenses granted by You and all indemnities, disclaimers and limitations of liability set out in this Agreement, including clauses 10 (Limitation of Liability) and 11 (Indemnities), will survive, along with clauses 13 (Intellectual Property), 15 (Arbitration) and 17 (Miscellaneous).

5. Use of this Website

5.1 You must not use the Website to facilitate or participate in any illegal activity or engage in any activity which, **Fitnesshacksforlife.org** in its absolute discretion, considers inappropriate. **Fitnesshacksforlife.org** reserves the right to terminate or restrict Your access to this Website immediately and indefinitely if it suspects that You are engaging in any such behavior or are in breach of any terms of this Agreement. You agree that You will only use Your User Account and this Website for the purposes of using the Services and for no other purpose. Without limiting the foregoing, in using Your User Account and accessing the Website, you agree not to:

- a. use Your User Account in a fraudulent or illegal manner, or email or otherwise send any materials from Your User Account which are offensive, unlawful, harassing, libelous, defamatory, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable;
- b. use Your User Account to stalk or harass another person;
- c. use Your User Account to impersonate any person in any way whatsoever;
- d. use Your User Account to infringe the copyright, trademark, patent or other Intellectual Property Rights of any person or entity;
- e. use Your User Account to send advertising, chain letters, junk mail, spam or any other type of unsolicited electronic communications;
- f. use Your User Account to send or distribute any Content of any kind which contains a virus, spyware, malware or other harmful, disruptive or destructive component;

- g. intentionally or negligently use Your User Account in a way that degrades performance of this Website to other persons;
- h. manipulate, or attempt to manipulate, any Manner;
- i. use Your User Account or any mechanism, software or other scripts in relation to the Website which could disrupt or interfere with the Website or any servers, software, hardware or equipment connected to or via the website;
- j. restrict or inhibit any other User from using or enjoying the Website;
- k. distribute any pornographic, extremist or racist material or any material which might otherwise be harmful to persons under the age of 18 years;
- l. violate any applicable law relating to Your use of the website.

6. Terms specific to Competitors

6.1 By registering as a Competitor, you agree and acknowledge that:

- a. in making an Account, to be bound by this Agreement and all Competition Information (including the Competition Terms and Conditions) relating to the Competition;
- b. **Fitnesshacksforlife.org** does not guarantee the accuracy of the Information (or other Content posted on the Website), ownership of any Content.
- c. **Fitnesshacksforlife.org** not responsible for any Postings provided by other Users or for the accuracy of Content provided by other Users;
- d. in the event that You have any dispute with another User, You release **Fitnesshacksforlife.org** from all claims of any kind arising from that dispute;
- e. You will not initiate contact with a Competition Chat for the purpose of contracting separately with the Chat to circumvent any User or for any other purpose; and,
- f. A Registered USER will be deemed to have been logged at the time that it is received by. **Fitnesshacksforlife.org** You agree that neither **Fitnesshacksforlife.org** are not responsible for any Entry not being received due to technical reasons or otherwise.

9. Taxes

9.1 You will be responsible for any tax, levy, or other charge that may arise under any applicable law from the use of this website, including from receiving any Award(s). You acknowledge that You will not be entitled to demand any additional payment by reason of any Award(s) being subject to any tax, levy, or other charge in any jurisdiction.

10. Limitation of liability

10.1 THIS WEBSITE AND SERVICES, AND ALL CONTENT ASSOCIATED THEREWITH, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, **Fitnesshacksforlife.org** AND COMPETITION SPONSOR AND THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATED PERSONS, LICENSORS AND SUPPLIERS OF EACH EXPRESSLY DISCLAIM ANY WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FITNESSHACKSFORLIFE AND MENTAL FIT HACKS AND FM. CHAT DOES NOT WARRANT THIS WEBSITE AND RELATED SERVICES AND THE CONTENT PROVIDED THROUGH IT, INCLUDING THE ENTRIES AND ASSOCIATED ENTRY CONTENT, TO BE AVAILABLE, ACCURATE, USEFUL, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR EQUIPMENT, SOFTWARE, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM YOUR USE OF THIS WEBSITE (INCLUDING THE SERVICES).

10.2 UNDER NO CIRCUMSTANCES WILL **Fitnesshacksforlife.org** THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATED PERSONS, LICENSORS OR SUPPLIERS OF EITHER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO THIS WEBSITE, INCLUDING LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, EVEN IF **Fitnesshacksforlife.org** OR THE AUTHORIZED REPRESENTATIVE OF EITHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Without limiting the generality of the foregoing, You agree that neither **Fitnesshacksforlife.org** are responsible for any Loss arising out of, or in any way connected with:

- a. delay or inability to access or use this Website;
- b. reliance on any Information or other Content;
- c. the transmission of any computer virus, however occurring;
- d. any unauthorized access to, modification or alteration of Content;
- e. any Content sent or received or not sent or received;
- f. any transaction entered into through this Website;
- g. any infringement of rights, including Intellectual Property Rights;
- h. any threatening, defamatory, obscene, offensive, harmful, inappropriate or illegal Content or conduct of any party;
- i. any Content sent by any third party using and/or included in this Website;
- j. termination of Your participation; or,
- k. any delays, interruptions, inaccuracies, errors, omissions or cessation of services.

10.3 For the avoidance of doubt, You acknowledge that **Fitnesshacksforlife.org** is a provider of an interactive computer service and that **Fitnesshacksforlife.org** is a publisher under Section 230 of the Communications Decency Act of 1996, and therefore not responsible for any of the Users' Postings. If, notwithstanding the provisions of this Clause 10.3, a court of competent jurisdiction holds **Fitnesshacksforlife.org** or liable in respect of any matters arising under or incidental to this Agreement,

Fitnesshacksforlife.org AND TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THIS WEBSITE OR RELATED SERVICES (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE) WILL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU FOR USING THIS WEBSITE DURING THE 12 MONTHS PRECEDING YOUR CLAIM, OR, IF NO AMOUNT WAS PAID, SUCH LIABILITY WILL BE LIMITED TO \$100.

10.4 You agree that neither **Fitnesshacksforlife.org** nor COMPETITION SPONSOR nor the third party providers of either will be liable or responsible for any failure in, or delay to, the provision of the Services, nor in **Fitnesshacksforlife.org** complying with its obligations under this Agreement, where such failure or delay has arisen as a direct or indirect result of:

- a. fire, earthquake, storm, flood, hurricane, inclement weather or other act of God, war, terrorism, explosion, natural or man-made epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity;

- b. telecommunications failure, hardware failure or software failure;
- c. the failure of any third party to fulfill any obligations to **Fitnesshacksforlife.org** or; or
- d. any other circumstance or event which is or is not within the reasonable control
- e. earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within the control **Fitnesshacksforlife.org** “Force Majeure”), the Sites shall have the right to modify, suspend, or terminate the **Fitnesshacksforlife.org**
- f. **10.6** All obligations of the **Fitnesshacksforlife.org** under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

10.7 You agree **Fitnesshacksforlife.org** shall not be responsible or liable for any losses, damages, or injuries of any kind (including death) resulting from participation on **Fitnesshacksforlife.org** have not made any warranty, representation, or guarantee, express or implied, in fact or in law, with respect to any Award, including, without limitation, regarding such award’s merchantability or fitness for a particular purpose. The Competition Sponsor and **Fitnesshacksforlife.org** assume no responsibility for any damage to Your computer system which is occasioned by accessing the **Fitnesshacksforlife.org**

Websites or participating in the, **Fitnesshacksforlife.org** or for any computer system, phone line, hardware, software, or program malfunctions, or other errors, failures, delayed computer transmissions, or network connections that are human or technical in nature.

11. Indemnity

11.1 You agree to indemnify and hold each of the, and their owners, officers, employees, **Fitnesshacksforlife.org** agents, Affiliated Persons and suppliers, harmless from all claims and Losses (including legal fees) due to or arising out of or in connection with Your Postings, and other Content (as applicable), Your use of this Website, or Your breach of this Agreement.

11.2 You, by creating an account , agree to indemnify, defend, and hold harmless each of the, **Fitnesshacksforlife.org** and each of their respective directors, trustees, officers, employees, agents, Affiliated Persons consultants, and successors and assigns, from and against all third party claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs, and expenses relating to or arising from Competitor's entry or any breach or alleged breach of any of Your representations, warranties, and covenants in this Agreement.

11.3 You agree to obtain any and all insurance policies and coverage required by Your local, state, or federal governments to conduct any and all activities related to or required by Your registration in the Chat .

12. Access to the Site outside of the United States

12.1 Neither **Fitnesshacksforlife.org** nor Its Officers represents or warrants that the content on this Website complies with the laws of any country outside of the United States. If You access this Website from outside the United States. You do so at Your own risk.

13. Intellectual property

13.1 You acknowledge that, as between You and **Fitnesshacksforlife.org** is the owner of all Intellectual Property Rights in and to this Website (excluding Postings). You acknowledge that You have no Intellectual Property Rights in or to this Website or to any Postings not made directly by you except for a limited license to use this Website as necessary to participate in a Competition or evaluate the possibility of such participation.

13.2 You acknowledge that all text, graphics, user interfaces, photographs, trademarks, logos and artwork, including the design, structure, selection, coordination, expression, 'look and feel' and arrangement of such Content, provided by **Fitnesshacksforlife.org** or its licensors on this Website is owned or licensed by or to **Fitnesshacksforlife.org** and is protected by applicable copyright, patent and trademark laws and various other intellectual property rights and unfair competition laws. No such Content can be copied, publicly displayed, modified, sold, licensed or distributed in any way by You without **Fitnesshacksforlife.org** prior written consent. You shall not use the names, "**Fitnesshacksforlife.org**" or any variation, adaptation, or abbreviation thereof, or the name of any of members, officers, employees, agents, Affiliated Persons or other

representative of **Fitnesshacksforlife.org** or any trademark, Insignia or program identifier-owned by **Fitnesshacksforlife.org** in any promotional material or other public announcement or disclosure, nor copied, publicly displayed, modified, sold, **Fitnesshacksforlife.org** licensed or distributed in any way by You without the prior written consent of which consent the may **Fitnesshacksforlife.org** withhold in its sole discretion.

14. Third party sites

14.1 From time to time, **Fitnesshacksforlife.org** may provide, or any Content may contain, links to Third Party Sites and resources. You acknowledge that:

- a. Third party sites are governed by different terms and policies, and Users should refer to such terms and policies before accessing and using third party sites.
- b. Neither **Fitnesshacksforlife.org** have any control over Third Party Sites and resources;
- c. Neither **Fitnesshacksforlife.org** are responsible for the availability of such external sites or resources; and
- d. Neither **Fitnesshacksforlife.org** endorse nor is either responsible for any content, advertising, products, services or other materials on or available from such sites or resources.

14.2 You acknowledge and agree that neither **Fitnesshacksforlife.org** will be responsible or liable, directly or indirectly, for any Loss caused or alleged to be caused by or in connection with Your use of or reliance on any Content or material available on or through any Third Party Sites or resource.

15. Arbitration

15.1 In the interest of resolving disputes between You and **Fitnesshacksforlife.org** in the most expedient and cost-effective manner, You and **Fitnesshacksforlife.org** and agree that any and all disputes arising in connection with this Agreement shall be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to

arbitrate disputes includes, but is not limited to all claims arising out of or relating to any aspect of this Agreement, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of these Terms. You understand and agree that, by entering into these Terms, You and **Fitnesshacksforlife.org** or Competition Sponsor are each waiving the right to a trial by jury or to participate in a class action.

15.2 Any arbitration between You and **Fitnesshacksforlife.org** will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. Any arbitration between You and the Competition Sponsor will be determined by a panel of three arbitrators, with one arbitrator selected by You, one arbitrator selected by **Fitnesshacksforlife.org** and the third arbitrator selected by the mutual agreement of the parties. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879.

15.3 A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or in the event that we do not have a physical address on file for You, by electronic mail ("Notice"). www.adr.org address for Notice is: Fitnesshacksforlife, 400 NW Gilman Blvd #787 Issaquah WA 98027 or legal@fitnesshacksforlife.org. The Notice must: (a) describe the nature and basis of the claim or dispute; and, (b) set forth the specific relief sought. We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 calendar days after the Notice is received, You may commence arbitration proceedings.

15.4 Any arbitration hearings will take place at a location to be agreed upon by the parties to the arbitration or, if a location cannot be agreed upon, then it will be agreed upon by the arbitrators, provided that if the claim is for \$10,000 or less, You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a non-appearance-based telephonic hearing, or by an in-person hearing as established by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 calendar days of the arbitrator's ruling on the merits.

15.5 YOU AND **Fitnesshacksforlife.org** AND COMPETITION SPONSOR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both You and **Fitnesshacksforlife.org** agree otherwise, the arbitrator may not consolidate

more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

15.6 If only Clause 15.5 is found to be unenforceable, then the entirety of this Section 15 shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section 17 shall govern any action arising out of or related to the Agreement. In all other cases, this Section 15 shall apply to all disputes arising out of or related to the Agreement.

16. Digital Millennium Copyright Act

16.1 If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing FITNESSSHACKSFORLIFE copyright agent (the "Copyright Agent") with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- c. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- d. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- e. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

16.2 d **Fitnessshacksforlife.org** designated Copyright Agent to receive notifications of claimed infringement is Fitnessshacksforlife.400 NW Gilman Blvd #787 Issaquah WA, email: legal@fitnessshacksforlife.org You acknowledge that if you fail to comply with all

of the requirements of this Section 16, your DMCA notice may not be valid.

Fitnesshacksforlife

16.3 If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a counter-notice containing the following information to the Fitnesshacksforlife.org

- a. Your physical or electronic signature;
- b. Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
- c. A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
- d. Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Issaquah, Washington and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

16.4 If a counter-notice is received by the fitnesshackforlife may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at **Fitnesshacksforlife** sole discretion.

17. Miscellaneous

17.1 As defined in Clause 1.3, this Agreement is the entire agreement between You and **Fitnesshacksforlife.org** relating to the subject matter herein, and supersedes all previous communications, representations, understandings and agreements, either oral or written, between You and **Fitnesshacksforlife.org** with respect to said subject matter. This Agreement shall not be modified except in a writing signed by both parties, or by a change made as provided in Clause 2.2. If any provision of this Agreement is invalid or unenforceable, such invalidity or unenforceability will not affect the remainder of this Agreement, which is severable from said provision and will remain in full force and effect.

17.2 If You breach any provision of this Agreement and **Fitnesshacksforlife** has knowledge (either actual or constructive) of that breach, a failure to pursue legal action or to enforce any remedy against You will not constitute a waiver of its legal rights. Any waiver of rights under this Agreement must be in writing and signed by **Fitnesshacksforlife.org**

17.3 All matters relating to this Website and this Agreement are governed by and are to be construed according to the laws applicable in the state of Washington, United States (without regard to any rules governing choice of law). Solely in the circumstances described in Clause 15.6, You agree unconditionally to submit to the exclusive jurisdiction of the courts in King County, Washington, in relation to all matters arising out of or in any way connected with this Agreement or this Website.

17.4 **Fitnesshacksforlife** may assign its rights and novate or transfer obligations which arise under this Agreement. You must not assign, novate or otherwise transfer Your rights or obligations under this Agreement without the prior written consent of . A **Fitnesshacksforlife** any assignment attempted in violation of this Clause 17.4 shall be void.

17.5 The parties agree that no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or part of it.

17.6 Unless otherwise requested in writing by You, **Fitnesshacksforlife** may refer to You and Your corporate identity (if applicable) as part of promoting these Websites **Fitnesshacksforlife** in the marketplace.

accepts content uploaded from Users in good faith and on the basis of warranties provided by Users. It is Your responsibility at all times to investigate and become satisfied as to the accuracy of the information provided by any other party (including all Users) on this Website. **Fitnesshacksforlife** at no time makes any representations as to the accuracy of any information provided on this Website.

17.8 You acknowledge and agree that to the extent that this Agreement relates to any Posting, this Agreement is intended also to be for the benefit **Fitnesshacksforlife** and other Users, who are entitled to enforce the provisions of this Agreement against You.

17.9 All notices, requests, demands, consents, approvals, offers, agreements or other communications given by You to **Fitnesshacksforlife** must be emailed to at hello@fitnesshacksforlife.org

17.10 In the interpretation of this Agreement, unless the contrary intention appears:

- a. the words 'include' or 'including' mean 'includes without limitation' or 'including without limitation';
- b. a reference to a 'person' or 'entity' includes a reference to an individual, group of individuals, corporation, firm, association or other entity;
- c. the singular includes the plural and vice versa;
- d. an agreement, representation or warranty made by two or more persons is made by them jointly and by each of them severally; and headings are inserted for convenience only and do not affect the interpretation of this Agreement.



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