

FitNetWork Terms of Service

FITNETWORK SERVICES ARE REFERRED TO IN THIS CONTRACT AS “THE SERVICES/SERVICES.” FITNETWORK REAL ESTATE FACILITIES ARE REFERRED TO IN THIS CONTRACT AS “THE FACILITIES/FACILITIES.” THESE TERMS, POLICIES, AND CONDITIONS ARE REFERRED TO IN THIS CONTRACT AS “THE TERMS/TERMS AND CONDITIONS/ TERMS AND POLICIES/ RULES AND REGULATIONS.” THE TERMS ARE A LEGAL CONTRACT BETWEEN YOU AND FitNetWork LLC. BY USING THE FitNetWork WEBSITE, ANY PART THEREOF, OR ANY OF FitNetWork’s MOBILE APPLICATIONS, YOU ARE AGREEING TO ALL OF THESE TERMS AND CONDITIONS; IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT USE THE FACILITIES, THE WEBSITE, ITS SERVICES, OR ANY INFORMATION ON THE WEBSITE, OR ANY OF FitNetWork’s MOBILE APPLICATIONS OR OTHER WEB APPLICATIONS.

I. Permitted Users of the Services

To utilize FitNetWork services you must agree to all the terms and conditions which represents a binding contract with FitNetWork; and not been excluded from receiving services by the governing law. By using FitNetWork’s Website, Mobile Application, other Web Applications, and Facilities, you represent, acknowledge, and agree that you are at least 18 years of age; or if you are under 18 years of age (a “Minor”), that your parent or legal guardian have signed a consent for you to utilize the platform and that they have given you permission to use the Site or Mobile Application and agree to its Terms. Any entity that utilizes these services with you as their representative, the words and “you” will be utilize in these Terms to refer to the entity you are representing. Understanding that an “entity” can be a company, a legal entity, and organization, a government organization, among other types of organizations. You are bind to these terms by you representing and warranting that you have signing authority.

II. Content

FitNetWork reserves the right to remove any Content that FitNetWork deem inappropriate and/or violates the Terms and policies, including but not limited to, copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment. You may report Copyright violations at www.FitNetWorkUSA.com.

There will be no compensation paid to you with respect to the Content you share through FitNetWork Services or Facilities. FitNetWork’s policies regarding Content are constantly evolving. You understand that FitNetWork may modify your Content as it is disseminated by us and/or FitNetWork’s partners. You retain your rights to the Content you share through the Website or the Mobile Applications; however, by submitting, sharing, posting or displaying Content on or through the Services, you grant us an irrevocable, perpetual, transferable, worldwide, non-exclusive, royalty-free license (with the right to sublicense through multiple tiers) to use, distribute, copy, reproduce, process, adapt, modify, publish, transmit, display, translate such Content (or any modification thereto), in whole or in part, in any format or medium now known or later developed. This license authorizes us to make your Content available to the rest of the world and to let others do the same.

FitNetWork is not required to publish any user’s submission and may remove any content at any time or refuse any user’s submissions for any reason. You represent and warrant that you have all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit, share or display on or through the Services. Any Content you submit must include material that is subject to proprietary rights or copyright unless you are legally entitled or have been granted legal right to post it and to consent the license explained here to FitNetWork. FitNetWork may, but are not obligated to, pre-screen your Content.

FitNetWork provides content through the Website and Mobile Applications that is copyrighted and/or a trademark of FitNetWork or FitNetWork’s third-party licensors and suppliers. Materials may include logos, graphics, video, images, software, and other content. You may not use any of this content without written consent from FitNetWork LLC.

Effective:

The use of any Content or materials obtained through FitNetWork Services is at your own risk. FitNetWork is not responsible and do not endorse or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications shared via FitNetWork Services or endorse any opinions shared via FitNetWork Services. You understand and agree that by using FitNetWork Services, you may be exposed to Content that might be offensive, harmful, inaccurate, inappropriate, or deceptive. All Content is the sole responsibility of the user who originated the Content. The Content shared via the Services may not be monitor; therefore, FitNetWork cannot take responsibility for such Content.

FitNetWork makes no representations or warranties as to the quality or suitability of products, businesses or services that may be displayed on the Website or Mobile Applications or through the users. As a user, you agree to take reasonable precautions in all interactions with other users. The use of the Services and any Content you provide are your responsibility, including compliance with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others. This includes information provided via the Website and/or Mobile Applications.

III. Privacy Policy

All private and/or personally identifying information that you provide to FitNetWork remains private for the use of FitNetWork and its affiliates, processing, and for storage or other internal activities. FitNetWork do not disclose personally-identifying information to third parties except in accordance with FitNetWork's Privacy Policy Public posts or comments on FitNetWork's Website and Applications are not deemed as private and/or personally identifying information by any means or circumstances.

IV. General

If FitNetWork believes you are not complying with these Terms, FitNetWork may immediately terminate your access to the Services and facilities without prior notice to you. The laws of the State of Mississippi, and the United States excluding its choice of law provisions, will govern these Terms and any dispute that arises between you and FitNetWork. You consent to personal jurisdiction and waive any opposition to inconvenient forum. All disputes related to these Terms or the Services must be taken solely in the federal or state courts located in Madison County, Mississippi, United States.

If any of these Terms is found to be inconsistent with applicable law, then such term will be limited or eliminated to the minimum extent necessary, and no other term will be modified while the rest of the Terms continue to be completely enforceable and effective. FitNetWork's lack of enforcement of any provision, responsibility, or right of these Terms does not waive the provision, responsibility, or right. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of these terms.

These Terms may be revised at any time at the discretion of FitNetWork and they will be available at FitNetWorkUSA.com. FitNetWork will attempt to notify you of material revisions, via a service notification or an email to the email registered your account; the updated terms will apply regardless of successful notification. You agree to be bound by the revised Terms by accessing or using FitNetWork's Services after the revisions have been made. These terms always govern the interaction and legal responsibilities of FitNetWork and its users.

V. General Use of the Services

Your account may be suspended or terminated at FitNetWork's discretion at any time for any or no reason. Termination of your account is at sole discretion of FitNetWork. FitNetWork will attempt to notify you of such suspension or termination of your account through the email address FitNetWork has on your file and/or next time you try to gain access to your account to use the Services or the Facilities. Once your account has been terminated,

Effective: May 1, 2020

your license to use the Facilities, Services and its Content shall terminate immediately. If you believe your account was deactivated or terminated in error, you may contact us to file an appeal at www.FitNetWorkUSA.com.

FitNetWork Services and Facilities may change at FitNetWork's discretion. FitNetWork's Services and Facilities are in constant evolution to provide FitNetWork users the best experience. Therefore, FitNetWork may establish a limitation on use and access to FitNetWork Facilities, Website, and Mobile Applications at FitNetWork's discretion at any time. FitNetWork reserves the right to interrupt the Services, or any of its features, at any time or stop providing the Services, or any of its features, in its entirety to you or to all users. FitNetWork reserves the right to suspend or terminate users and reclaim usernames. It is your responsibility to review the [FitNetWork Terms and Policies](#). You may use the Services and the Facilities only in compliance with these Terms, FitNetWork Rules and Policies, and all applicable laws, rules, and regulations.

By using FitNetWork's Services and Facilities, you agree to FitNetWork, its third-party providers and partners placing advertising on the Services and Facilities. This advertisement may or may not be in connection with your or other's Content. You represent, acknowledge, and agree not to misuse FitNetWork's Services and Facilities. Misuse of FitNetWork Services and Facilities includes but it is not limited to damaging or interfering with FitNetWork Facilities, FitNetWork's services, attempting to damage FitNetWork's network through cybercrime, or accessing them through a method or interface other than those FitNetWork provides.

FitNetWork may access, preserve, and disclose any content or information that FitNetWork believes is reasonably necessary to comply with laws, legal processes or governmental requests; address fraud, security or other issues; ensure compliance with the Terms; respond to user requests; protect the rights, property or safety of FitNetWork, its users and the public. FitNetWork do not disclose personally-identifying information to third parties except in accordance with FitNetWork's [Privacy Policy](#).

If you wish to use FitNetWork Services and Facilities, Content of the Services, all features including but not limited to advertisement must abide by all FitNetWork's Terms, Policies, Rulers, and Regulations established by FitNetWork, and all applicable laws, rules and regulations.

Copyright, trademark, and any other laws the United States and International law protects the services provided by FitNetWork. You do not have the right to use the FitNetWork's intellectual property or any trademark, logo, or other marketing tool associated to FitNetWork, its affiliates, and/or related associates. All right, title, and interest in and to the Services and Facilities are and will remain the exclusive property of FitNetWork and its licensors. FitNetWork reserves the all the rights to its exclusive property for itself and its licensors, associates, affiliates, and other related parties including all the rights, interest, and services. FitNetWork reserves the rights to any comments of feedback provided by its users.

The use of FitNetWork's facilities, application, website, or any of its software as a solution provides you with a non-exclusive, non-assignable, and personal license to use the services and facilities of FitNetWork. The terms and policies of FitNetWork limit the usage and benefits of these services to only what is allowed under FitNetWork Terms and Policies. The users have no right of ownership by any means to any of FitNetWork physical or intellectual property or any other kind.

It your responsibility to keep your contact and payment information up to date with FitNetWork. The responsibility of any failure to do so falls only on the user. Any communication not received by the user do not exclude him from the responsibility of message intended in the communication.

Access to FitNetWork Services and Facilities will only be granted by creating an account and fulfilling all the legal obligations such as but not limited to the acceptance of the contract and execution of the payment. FitNetWork is not liable for any loss or damage related to your account. You are responsible for the security on accessing your account or any attempt for a security breach.

VI. Disclaimers

Effective: May 1, 2020

You understand and agree that the use of Services and Facilities are provided to you on an “AS IS” and “AS AVAILABLE” basis. Your access and use of the Facilities and Services and/or any Content are at your own risk. The materials you may see while using the Facilities and Services may include inaccuracies. The term “FitNetWork Entities” refers to FitNetWork, its partners, affiliates, parents, related entities, employees, agents, representatives, and licensors. Without limiting the foregoing, to the maximum extent permitted under applicable law, The FitNetWork entities disclaim all warranties and conditions, whether express or implied, of merchantability, fitness for a particular purpose, or non-infringement. The FitNetWork Entities make no express, implied or statutory representations or warranties and disclaim all responsibility and liability the Facilities and Services meeting your requirements or be available at all times in a secure, or error-free basis; any viruses, spyware, malware installed on your computer or any harm to your computer system; for any advice given whether oral or written; the quality, accuracy, suitability, security or reliability of the Services or any Content; loss of data, injuries, or other damage that results from you accessing or using FitNetWork’s Facilities, Services or any Content; not transmitting or storing Content or communications.

VII. Waiver of Liability

FitNetWork Entities shall not be liable to you for any damages resulting for your use of the Services or the facilities, or from you using any of the Content from the Services. To the maximum extent permitted by applicable law, in no event shall the FitNetWork entities be liable to you for any indirect, extraordinary, special, exemplary, incidental, consequential, or punitive damages including, but not limited to, those that arise from: a) any Content obtained from the use of the Services; b) loss of data, revenue, profits, use, other economic advantage or intangible losses resulting directly or indirectly from the use of (or inability to access) the Services; c) any behavior exhibited or content shared on the Services by any third party, including but not limited to, offensive or illegal behavior of any third party or users; d) any unauthorized use of the Services and/or transmittal of its Content, and user’s information.

You understand and acknowledge that any physical activity including, but not limited to, use of facilities, equipment, training, programs and events held by FitNetWork LLC may expose you to many inherent risks including, but not limited to, accidents, injury, illness, or even death. You understand and agree that FitNetWork LLC is not responsible for any such injury, illness, or death or for any property that is lost, stolen, or damaged while in, on, or about the premises and/or FitNetWork’s application, website and other web applications.

In consideration of gaining membership and/or access to use of the exercise equipment, facilities, website, application and/or services provided by FitNetWork LLC, you expressly agree and contract, on behalf of myself/ourselves, my/our heirs, executors, administrators, successors and assigns, that FitNetWork LLC and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries, illness, or death (including death) sustained by me, or my guests in, on, or about the premises, or as a result of the use of the equipment, facilities, application, website, and/or services of FitNetWork LLC, regardless of whether such injuries result, in whole or in part, from the negligence of FitNetWork LLC.

By the execution of this agreement, you accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me, and I hereby fully and forever release and discharge FitNetWork LLC its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment, facilities and/or services of FitNetWork LLC.

You expressly agree to indemnify and hold FitNetWork LLC harmless against any and all claims, demands, legal action, damages, liens, rights of action, or causes of action, of any person or entity that may arise from my use of FitNetWork LLC facilities, equipment and/or services regardless the cause or whether the damage, loss or injury is to a person or property, or both. you agree to comply with all rules imposed by FitNetWork LLC regarding the use of the facilities and equipment. You always agree to conduct yourself in a controlled and reasonable manner, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

FitNetWork Entities make no representations or warranties as to the conduct of users or their compatibility with any current or future users. You are solely responsible for all your interactions and communications with other users and with individuals or entities you interact with as a result of your use of the Services. You agree to take reasonable precautions in such interactions and communications, particularly if you decide to conduct business with these individuals or entities, meet offline or in person.

These Terms and contract are an agreement between you and FitNetWork LLC, if you have any questions about these Terms, please contact us through www.FitNetWorkUSA.com.

By your signature in this agreement you indicate that you have read and understand this Waiver of Liability. You are aware that this is a waiver and a release of liability that shall be binding on your agents, successors and assigns, guests, administrators, executors, heirs, personal representatives, and I voluntarily agree to its terms.

Print Name of Member/Parent Guardian

Signature of Member
If under 18, parents or legal guardian must sign

Print Name of Member (Under 18) Date

FitNetWork LLC Staff Signature Date