



TERMS & CONDITIONS

Date Effective: June 1, 2024

GENERAL INFORMATION:

CONTACT INFO (SO YOU AREN'T SEARCHING EVERYWHERE FOR HOW TO REACH US!)
EMAIL US AT SUPPORT@ONEGYMONLINE.COM

PLEASE NOTE: DEPENDING ON THE PROGRAM OR MEMBERSHIP YOU HAVE PURCHASED, IT MAY INCLUDE BOTH PHYSICAL PRODUCTS AND DIGITAL PRODUCTS DELIVERED THROUGH EMAILS, TEXTS, DOCUMENTS IN OUR FACEBOOK GROUP AND LIVE FACEBOOK GROUP SESSIONS.

REFUNDS: ALL SALES ARE FINAL. BECAUSE THIS INCLUDES SUBSTANTIAL DIGITAL PROGRAMS AND CONTENT AND ACCESS IS IMMEDIATE AND UNLIMITED, NO REFUNDS WILL BE GIVEN.

PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS BEFORE ACCESSING, USING, OR PLACING AN ORDER OVER OR OneGymOnline.com OR ANY OF OUR SUBDOMAINS.

- 1. Governing Laws:** The laws of the State of Wisconsin shall govern the validity, performance, and enforcement of this agreement.
- 2. Arbitration:** You agree that any dispute, controversy, or claim arising out of or relating in any way to the Site or Program, including without limitation any dispute concerning the construction, validity, interpretation, enforceability, or breach of this Agreement, shall be exclusively resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The place of the arbitration shall be in Appleton, WI and Wisconsin law shall apply. In the event of a claim arising out of or relating in any way to this Agreement, the complaining party shall notify the other party in writing thereof through a demand for arbitration which shall be made within a reasonable time after the claim has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the claim. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

YOU UNDERSTAND AND AGREE THAT YOU AND ONEGYM ONLINE ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT. NEITHER YOU NOR ONEGYM ONLINE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.
- 3. Consent to Telephone Communication:** You authorize OneGym Online and its service providers, to deliver, or cause to be delivered to You, informational and telemarketing calls, informational and telemarketing texts, and similar communications using an automatic telephone dialing system or an artificial prerecorded voice at the Primary and Cell Phone Numbers (including to the extent either or both numbers are cellular phone numbers) provided by You in this Agreement. You acknowledge that You are not being required to execute this consent (directly or indirectly) as a condition of purchasing any goods or services. You certify that the contact information You provide herein, including telephone numbers, is accurate as of the date of the execution of this Agreement and You agree to keep this information, including telephone numbers, current with OneGym Online
- 4. Consent to Communication by Email and Mail.** You authorize OneGym Online and its service providers, to deliver, or cause to be delivered to You, informational, telemarketing and other similar messages, at the email and mailing addresses provided by You in this Agreement.

5. Your agreement to consult your physician and to approach starting a new exercise program with an abundance of caution.

YOU SHOULD CONSULT YOUR PHYSICIAN OR OTHER HEALTH CARE PROFESSIONAL BEFORE STARTING THIS OR ANY OTHER FITNESS PROGRAM TO DETERMINE IF IT IS RIGHT FOR YOUR NEEDS. THIS IS PARTICULARLY TRUE IF YOU (OR YOUR FAMILY) HAVE A HISTORY OF HIGH BLOOD PRESSURE OR HEART DISEASE, OR IF YOU HAVE EVER EXPERIENCED CHEST PAIN WHEN EXERCISING OR HAVE EXPERIENCED CHEST PAIN IN THE PAST MONTH WHEN NOT ENGAGED IN PHYSICAL ACTIVITY, SMOKE, HAVE HIGH CHOLESTEROL, ARE OBESE, HAVE A BONE OR JOINT PROBLEM THAT COULD BE MADE WORSE BY A CHANGE IN PHYSICAL ACTIVITY, HAVE RECENTLY HAD SURGERY, ARE PREGNANT OR MAY BECOME PREGNANT, OR HAVE GIVEN BIRTH WITHIN THE LAST 10 WEEKS. DO NOT START THIS FITNESS PROGRAM IF YOUR PHYSICIAN OR HEALTH CARE PROVIDER ADVISES AGAINST IT. IF YOU EXPERIENCE FAINTNESS, DIZZINESS, PAIN OR SHORTNESS OF BREATH AT ANY TIME WHILE EXERCISING YOU SHOULD STOP IMMEDIATELY. THIS SITE OFFERS HEALTH, FITNESS AND RECIPE SUGGESTIONS AND IS DESIGNED FOR EDUCATIONAL PURPOSES ONLY. YOU SHOULD NOT RELY ON THIS INFORMATION AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL 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. THE USE OF ANY INFORMATION PROVIDED ON THIS SITE IS SOLELY AT YOUR OWN RISK. YOU AGREE TO CONSULT YOUR DOCTOR BEFORE BEGINNING ANY EXERCISE OR DIET PROGRAM OVER THE SITE. YOU UNDERSTAND AND AGREE THAT YOU ASSUME ANY AND ALL PHYSICAL, HEALTH, AND OTHER RISKS INVOLVED IN ANY EXERCISE OR DIET PROGRAM. EVERY PERSON HAS A DIFFERENT BODY AND HISTORY, AND, THEREFORE, INDIVIDUAL RESULTS WILL VARY FROM USER TO USER. YOUR INDIVIDUAL RESULTS WILL VARY DEPENDING UPON A VARIETY OF FACTORS UNIQUE TO YOU, SUCH AS YOUR HEALTH, GENETICS, DIET, AND LEVEL OF EXERCISE. IF, AFTER CONSULTING YOUR MEDICAL PROVIDER, YOU ARE COMFORTABLE WITH PROCEEDING WITH OUR PRODUCTS AND SERVICES, IT IS IMPORTANT THAT YOU WEAR APPROPRIATE EXERCISE ATTIRE WHILE ENGAGING IN THE EXERCISE REGIMEN.

ONEGYM ONLINE IS COMMITTED TO HELPING YOU LOSE WEIGHT AND IMPROVE YOUR LIFESTYLE. YOU UNDERSTAND, HOWEVER, THAT OUR PRODUCTS, SERVICES, AND THE STATEMENTS ON THE SITE HAVE NOT BEEN EVALUATED BY THE FOOD & DRUG ADMINISTRATION OR MEDICAL PROFESSIONALS, AND OUR PRODUCTS, SERVICES, AND THE INFORMATION ON THE SITE ARE NOT INTENDED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY HEALTH PROBLEMS, ILLNESSES, OR DISEASES. THE INFORMATION ON THE SITE OR PROVIDED TO YOU IN E-MAILS OR OTHER COMMUNICATIONS IS DESIGNED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO BE A SUBSTITUTE FOR INFORMED MEDICAL ADVICE OR CARE. YOU FURTHER UNDERSTAND THAT OUR PRODUCTS AND SERVICES ARE NOT INTENDED FOR USE BY PERSONS UNDER 18 YEARS OF AGE AND THAT THE PRODUCTS AND SERVICES ARE NOT TO BE USED TO TREAT ANY TYPE OF MEDICAL CONDITION OR HEALTH PROBLEM. THE DIETARY NEEDS OF MINOR CHILDREN AND PERSONS WITH MEDICAL CONDITIONS ARE DIFFERENT FROM THOSE OF HEALTHY ADULTS. YOU AGREE THAT YOU EITHER HAVE CONSULTED, OR WILL CONSULT, WITH A PHYSICIAN OR DOCTOR BEFORE USING ANY OF OUR PRODUCTS OR SERVICES, PARTICULARLY IF YOU SUFFER FROM ANY MEDICAL CONDITION INCLUDING, BUT NOT LIMITED TO, HEART DISEASE, HIGH BLOOD PRESSURE, OBESITY, BLOOD CIRCULATION PROBLEMS, BREATHING PROBLEMS, OR ANY OTHER CONDITIONS OR DISORDERS, AND YOU AGREE THAT YOU WILL CEASE IMMEDIATELY FROM USING OUR PRODUCTS AND SERVICES IF YOU EXPERIENCE ANY ILL EFFECTS OR UNINTENDED SIDE EFFECTS OF ANY PRODUCT. ONEGYM ONLINE DOES NOT WARRANT OR REPRESENT THAT YOUR RESULTS WILL MATCH THOSE OF OTHERS WHO USE OUR PRODUCTS OR SERVICES. YOUR RESULTS WILL VARY. THE PRODUCT DISCLAIMERS DESCRIBED ABOVE ARE INAPPLICABLE WHERE PROHIBITED BY LAW.

IN NO CASE SHALL ONEGYM ONLINE, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, SUPPLIERS, SERVICE PROVIDERS, OR LICENSORS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND,

INCLUDING, WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, STRICT LIABILITY, OR OTHERWISE, ARISING FROM YOUR USE OR ATTEMPTED USE OF ANY PART OF THE SITE OR ANY PRODUCTS OR SERVICES, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OR ATTEMPTED USE OF THE SITE OR ANY PRODUCT OR SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SITE OR ANY CONTENT, PRODUCT, OR SERVICE POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE, EVEN IF ADVISED OF THEIR POSSIBILITY. IF, NOTWITHSTANDING THE LIMITATION OF LIABILITY SET FORTH ABOVE, ONEGYM ONLINE IS FOUND LIABLE UNDER ANY THEORY, ONEGYM ONLINE'S LIABILITY AND YOUR EXCLUSIVE REMEDY WILL BE LIMITED TO THE LESSER OF (I) USD \$1,000.00, OR (II) THE TOTAL AMOUNT OF MONEY YOU PAID TO ONEGYM ONLINE IN THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT ON WHICH YOUR ALLEGED CLAIM IS BASED. THIS LIMITATION OF LIABILITY SHALL APPLY FOR ALL CLAIMS, REGARDLESS OF WHETHER ONEGYM ONLINE WAS AWARE OF OR ADVISED IN ADVANCE OF THE POSSIBILITY OF DAMAGES OR SUCH CLAIMS.

- 6. Use Of Our Site and Our Program.** The Site is intended for persons over the age of 18, You must be 18 years of age or the legal age of majority in your state or province of primary residence, whichever is greater, and have the legal capacity to enter into a contract with us. The Site is not intended for children and no person under the age of 18 may use the Site. If you use the Site, you are affirming that you are at least 18 years old or the legal age of majority in your state or province of residence (whichever is greater), have the legal capacity to enter a binding contract with us, and have read this Agreement and understand and agree to its terms.

This Site and all the materials available on the Site are the property of OneGym Online and its affiliates and associates, and are protected by copyright, trademark, and other intellectual property laws. The Site is provided solely for your personal noncommercial use. You may not use the Site or the materials available on the Site in a manner that constitutes an infringement of our rights or that has not been authorized by us. More specifically, unless explicitly authorized in these Terms or by the owner of the materials, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works from, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Site.

ALL SALES ARE FINAL. Because this is a digital program and access to the program and materials is immediate and unlimited, no refunds will be issued for this program. Contact us at support@onegymonline.com if you have any questions.

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe, in good faith, that materials hosted by OneGym Online infringe your copyright, you, or your agent may send to OneGym Online a notice requesting that the material be removed or access to it be blocked. Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with the requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon OneGym Online actual knowledge of facts or circumstances from which infringing material, or acts are evident. If you believe, in good faith, that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send to OneGym Online a counter-notice. All notices and counter notices must meet the then current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright> for details.

- 7. Publicity Waiver and Release.** You grant OneGym Online irrevocable permission to (i) make and copyright photographic, audio, and video recordings of my or the Participant's image, likeness and voice; (ii) use the original recordings as production elements in subsequent media projects and promotional materials; (iii) use, reproduce, modify, distribute, publish and disseminate such recordings and projects for any commercial, editorial, or other lawful purpose and in any form, manner, or mode of electronic transmission in any venue or format; and (iv) use my or the Participant's name, likeness, voice, and biographical material in connection with such recordings. All copies of my or the Participant's image photographed, filmed, or recorded under this Agreement are the sole

property of OneGym Online, and I grant my irrevocable permission for OneGym Online to edit, alter, reproduce, or use the images in any medium whatsoever without limitation or reservation. I explicitly waive the right to any future compensation, and to any claims which may arise from the use of my or the Participant's image, including for libel, slander, and intellectual property infringement.

- 8. Entire Agreement.** This instrument constitutes the entire agreement between the parties and may not be modified except by written instruments signed by the parties. Any representation or statement by OneGym Online or You not stated herein shall not be binding. Except as otherwise provided herein, if any provision of these Terms is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms. Such determination shall not affect the validity and enforceability of any other remaining provisions.

How To Contact Us

If you have any questions or concerns regarding the Terms & Conditions agreement related to our websites, please feel free to contact us at the following email or mailing addresses:

Support@onegymonline.com

OneGym Online
101 W Edison Ave
Suite 226
Appleton, WI 54915