



Privacy Policy

Date Effective: July 1, 2023

Orange Box Fitness and its affiliated companies (Hereinafter referred to as "Orange Box Fitness") value its users' privacy. This Privacy Policy will help you understand how we collect our user personal information from those who visit our website or make use of our online programs, resources, and services, and what we will and will not do with the information we collect. Our policy has been designed and created to ensure those affiliated with Orange Box Fitness of our commitment and realization of our obligation not only to meet, but to exceed, most existing privacy standards.

We reserve the right to make changes to this policy at any given time. If you want to make sure that you are up to date with the latest changes, we advise you to frequently visit this page. If at any point in time Orange Box Fitness decides to make use of any personally identifiable information on file in a manner that is vastly different from that which was stated when this information was initially collected, the user or users shall be promptly notified by email. Users at that time shall have the option as to where to permit the use of their information in this separate manner.

This policy applies to Orange Box Fitness and its affiliated companies, including Orange Box Fitness and this Challenge. This policy governs all data collection and usage by Orange Box Fitness and its affiliates. With our website, social media pages, social media group pages, and all other digital, virtual, online content distributed by Orange Box Fitness and its affiliates, you are consenting to the data collection procedures expressed in this policy.

Please note that this policy does not govern the collection and use of information by companies that Orange Box Fitness does not control, nor by individuals not employed or managed by us. If you visit a website that we mention or link to be sure to review its privacy policy before providing the site with information. It is highly recommended that you review the privacy policies and statements of any website you choose to use or better understand the way in which websites garner and make use of and share the information collected.

Specifically, this policy will inform you of the following.

1. What personally identifiable information is collected from you through our website.
2. Why we collect personally identifiable information and the legal basis for such collection.
3. How we use the collected information and with whom it may be shared.
4. What choices are available to you regarding the use of your data; and
5. The security procedures in place to protect the misuse of your information.

Information We Collect

It is always up to you whether to disclose personally identifiable information to us, although if you elect not to do so, we reserve the right to not register you as a user or provide you with any products or services. This website collects various types of information such as:

- Voluntarily provided information which may include your name, address, email address, billing and/or credit card information, etc. which may be used when you purchased products and/or services you have requested.
- Information automatically collected when visiting our website. Which may include cookies, third party tracking technologies and server logs.

In addition, Orange Box Fitness may have the occasion to collect non-personal anonymous demographic information such as age, gender, household income, political affiliation, race, and religion, as well as what type of browser you are using, IP address, or type of operating system, which will assist us in providing and maintaining superior quality service.

Orange Box Fitness may also deem it necessary, from time to time, to follow websites that our users may frequent to glean what types of products and services may be the most popular to our customers or to the general public.

Please rest assured that this site will only collect personal information that you knowingly and willingly provide to us by way of surveys, completed forms, and emails. It is the intent of this site to use personal information only for the purposes for which it was requested, and any additional uses specifically provided for in this policy.

Why We Collect Information and For How Long

We are collecting your data for several reasons:

- To better understand your needs and provide you with the products and services you have requested.
- To fulfill your legitimate interest in improving our products and services.
 - To send you promotional emails containing information we think you may like, when we have your consent to do so.
 - To contact you to fill out surveys or participate in other types of market research when you have your consent to do so.
- To customize our website according to you your online behavior and personal preferences.

The data we collect from you will be stored for no longer than necessary. The length of time we retain said information will be determined upon the following criteria: the length of time your personal information remains relevant; the length of time it is reasonable to keep records to demonstrate that we have fulfilled our duties and obligations; any limitation periods within associations; the type of contract we have with you, the existence of your consent, and our legitimate interest in keeping such information as stated in this policy.

Use of Information We Collect

Orange Box Fitness does not sell, rent, or lease any of its customer lists and/or names to any third parties.

Orange Box Fitness may collect and make use of personal information to assist in the operation of our website and to ensure delivery of the services you need and request. At times, we may find it necessary to use personally identifiable information to keep you informed of other possible products and/or services that may be available to you from our website(s), social pages or other digital assets that we own, control, or manage.

Orange Box Fitness may also be in contact with you regarding completing surveys and/or research questionnaires related to your opinion of current or potential products or services that may be offered.

Orange Box Fitness uses various third-party social media features and programs that may collect your IP address and required cookies to work properly. These services are governed by the privacy policies of the providers.

Disclosure of Information

Orange Box Fitness may not use or disclose the information provided by you except under the following circumstances:

- As necessary to provide services and products you have ordered.
- In other ways described in this policy or to which you have otherwise consented.
- In the aggregate with other information in such a way so that your identity cannot reasonably be determined.
- As required by law, or in response to a subpoena or search warrant.
- To outside auditors who have agreed to keep the information confidential.
- As necessary to enforce the Terms of Service.
- As necessary to maintain, safeguard and preserve all rights and property of Orange Box Fitness.

Non-Marketing Purposes

Orange Box Fitness greatly respects your privacy. We do maintain and reserve the right to contact you if needed for non-marketing purposes (such as big alerts, security breaches, account issues, and/or changes in Orange Box Fitness products and services). In certain circumstances we may use our website, newspapers, or other public means to post a notice.

Children Under the Age of 13

Orange Box Fitness website is not directed to and does not knowingly collect personal identifiable information from children under the age of 13. If it is determined that such information has been inadvertently collected on anyone under the age of thirteen, we shall immediately take the necessary action to ensure that such information is deleted from our system's database, or in the alternative, that verifiable parental consent is obtained for the use and storage of such information. Anyone under the age of 13 must seek and obtain parent or guardian permission to use this website.

Unsubscribe or Opt-Out

All users and visitors to our website have the option to discontinue receiving communications from us by way of email or newsletters. To discontinue or unsubscribe from our website please send an email that you wish to unsubscribe to support@orangeboxfitness.com If you wish to unsubscribe or opt-out from any third-party website, you must go to that specific website to unsubscribe or opt-out. Orange Box Fitness will continue to adhere to this policy with respect to any personal information previously collected.

Links to Other Websites

Our website does contain links to affiliate and other websites. Orange Box Fitness does not claim nor accept responsibility for any privacy policies, practices, and/or procedures of other such websites. Therefore, we encourage all users and visitors to be aware when they leave our website to read the privacy statements of every website that collects personally identifiable information. This privacy policy agreement applies only to the information Orange Box Fitness collects.

Notice to European Union Users

If you provide information to us, the information will be transferred out of the European Union to the United States. (The adequacy decision on the EU-US Privacy became operational on August 1, 2016. This framework protects the fundamental rights of anyone in the EU whose personal data is transferred to the United States for commercial purposes. It allows the free transfer of data to companies that are certified in the US under the Privacy Shield) By providing personal information to us, you are consenting to its storage and use as described in this policy.

SMS Messaging

We may use your telephone number for the purpose of sending you SMS messaging for marketing purposes; to share free content with you, such as articles and videos; to announce the launch of new products and services; and to provide you with access to your group, dashboard, downloads, or account if you have opted in to receive such messaging. You may opt out from receiving SMS messaging from us, at any time, by responding STOP to any of our messages. Messaging will be sent by an automated messaging system. We do not share your telephone number with third parties for the purposes of receiving third party marketing messages. We will not send messages to you promoting the goods or services from of third parties.

Security

Orange Box Fitness takes precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline, wherever we collect sensitive information (e.g., credit

card information), that information is encrypted and transmitted to us in a secure way. You can verify this by looking for the lock icon in the address bar and looking for “https” at the beginning of the address of the webpage.

While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers and servers in which we store personally identifiable information are kept in a secure environment. This is all done to prevent any loss, misuse, unauthorized access, disclosure, or modification of the user’s personal information under our control.

Orange Box Fitness also uses Secure Socket Layer (SSL) for authentication and private communications to build user’s trust and confidence in the internet and website by providing simple and secure access and communication for credit card and personal information.

Acceptance of Terms

By using this website, you are hereby accepting the terms and conditions stipulated within the privacy policy agreement. If you are not in agreement with our terms and conditions, then you should refrain from further use of our sites. In addition, your continued use of our websites following the posting of any updates or changes to our terms and conditions mean that you agree and accept such changes.

Your California Privacy Rights

This section describes certain rights available to you if you are a California resident (the “California Notice”). When we refer to personal information in this California Notice, we mean any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual that interacts with us, through use of our Sites or otherwise.

CCPA: Beginning January 1, 2020, the California Consumer Privacy Act of 2018 (“CCPA”) provides California residents with certain rights and choices regarding our use and disclosure of your personal information, as described below:

- Access: You have the right to request, twice in a 12-month period, that we disclose to you
- Our personal information collection practices during the prior 12 months, including the categories of personal information we collect, the categories of sources of such information, our business purpose for collecting or sharing such information, and the categories of third parties with whom we share such information
- Our information sharing practices during the prior 12 months, including a list of the categories of personal information sold with the category of third-party recipients and a list of the categories of personal information that we disclosed for a business purpose
- The specific pieces of information we collected about you in the prior 12 months
 - Deletion: You have the right to request that we delete certain personal information we have collected from you, subject to certain exceptions provided under CCPA, such as where the information is necessary for us to complete your transaction or perform a contract between you and us.
- Opt-Out of Sale: You have the right to opt-out of the ‘sale’ of your personal information.

During the last 12 months, we have collected the following categories information from you: Identity information, Commercial information, Sensitive information, protected classification information, education/employment information, electronic network activity Biometric information, geolocation data, sensory information, and inferences of the foregoing.

We collect and use your personal information for the reasons described in the “Disclosure of Personal Information” section above. We also may use your personal information for the following business purposes specified in the CCPA:

- performing services (Identity information, sensitive information, electronic network activity information, geolocation data, biometric and sensory data, and inferences of the foregoing);
 - auditing related to a current interaction with you and concurrent transactions (Identity information, commercial information, sensitive information, electronic network activity information, geolocation data, biometric and sensory data, and inferences of the foregoing);
- certain short-term, transient uses (Identity information, sensitive information, electronic network activity information, geolocation data, biometric and sensory data, and inferences of the foregoing);
 - detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, or prosecuting those responsible for that activity (Identity information, sensitive information, electronic network activity information, geolocation data, biometric and sensory data, and inferences of the foregoing);
 - debugging to identify and repair errors that impair existing intended functionality (electronic network activity information, geolocation data, and inferences of the foregoing);
- undertaking internal research for technological development and demonstration; (Identity information, electronic network activity information, geolocation data, and inferences of the foregoing) and
- undertaking activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by us, and to improve, upgrade, or enhance the service or device that is owned, manufactured for, or controlled by us (Identity information, electronic network activity information, geolocation data, biometric and sensory data and inferences of the foregoing).

We share personal information with the following categories of third parties

- To our third-party service providers, vendors or agents who provide services to or on behalf of Orange Box Fitness or its members such as, but not limited to, hosting, data management and storage services, marketing assistance, operating our online store and payment processing, sweepstakes providers, employee benefits providers and retention services. (Identity information, Commercial information, Sensitive information, protected classification information, education/employment information, geolocation data, and inferences of the foregoing)
 - To current and future parent companies, subsidiaries, and affiliated entities of Orange Box Fitness; (Identity information, Commercial information, Sensitive information, protected classification information, education/employment information, electronic network activity Biometric information, geolocation data, sensory information, and inferences of the foregoing)
 - In connection with a merger, sale of assets, corporate reorganization or similar business transaction involving Orange Box Fitness, its parents, subsidiaries, affiliates or one or more of its franchisees; (Identity information, Commercial information, Sensitive information, protected classification information, education/employment information, electronic network activity Biometric information, geolocation data, sensory information, and inferences of the foregoing)
 - To comply with the law, applicable regulations, governmental and quasi-governmental requests, court orders or subpoenas, to enforce our Terms of Use or other agreements, or to protect our rights, property or safety or the rights, property or safety of our users or others (e.g., to a consumer reporting agency for fraud protection etc.) ;(Identity information, Commercial information, Sensitive information, protected classification information, education/employment information, electronic network activity Biometric information, geolocation data, sensory information, and inferences of the foregoing)
 - To third parties for their marketing purposes. (Identity information, Commercial information, electronic network activity, geolocation data, sensory information, and inferences of the foregoing)

We may have disclosed to third parties the following categories of personal information for a business purpose.

- Identifiers, Characteristics of protected classifications,
- Commercial information, Biometric information, Online activity, Geolocation data, Sensory information, Professional or employment information, Inferences of the foregoing, Sensitive information such as personal information described in Section 1798.80(e) of the California Civil Code, such as signature, physical characteristics, payment card information and state ID card numbers

Orange Box Fitness does not sell your personal information for monetary compensation. We may allow certain third parties such as advertising partners to collect your personal information via automated technologies like “cookies” and “web beacons” on our Sites or share your personal information with certain affiliated companies or promotional partners, in exchange for non-monetary consideration such as an enhanced ability to serve you content and advertisements that may be of interest to you. These disclosures may be considered a “sale” under California law. You have the right to opt out of this disclosure of your information, as detailed in this California Notice. We do not sell personal information of individuals we know are less than 16 years of age

During the twelve (12) month period prior to the effective date of this California Notice, we may have “sold” the following categories of personal information.

- Identifiers
- Characteristics of protected classifications
- Commercial information
- Online activity
- Sensory information
- Inferences

How to Submit a CCPA Request: To submit a request under the CCPA, please send us an email at

support@orangeboxfitness.com. You may also manage your browser preferences by adjusting your browser settings. If you choose to exercise any of your rights under the CCPA, you have the right to not receive discriminatory treatment by us.

You may submit your request through an authorized agent; however, if you designate an authorized agent, we will require you and/or the authorized agent to provide to us written proof of their authorization to act on your behalf. We will acknowledge receipt of your request for disclosure or deletion within 10 days and will endeavor to respond within forty-five days of receipt of your request, but if we require more time (up to an additional forty-five days) we will notify you of our need for additional time. For requests that we not sell your information we will comply with your request within 15 days. We cannot respond to your request or provide you with personal information if we cannot verify your identity and confirm that the personal information relates to you.

For requests for a copy of the personal information we have collected during the 12 months prior to your request we will endeavor to provide the information in a format that is readily useable, including by mailing you a paper copy or providing an electronic copy to your registered account, if you have registered an account with us.

For requests for deletion of your information please understand that California law permits us to retain certain information and not to delete it under certain circumstances. By way of example, we are not required to comply with a request to delete information if the information is necessary for us to complete a transaction for you or otherwise perform a contract; to detect, protect against, or prosecute security incidents, fraud or illegal activity; to use the information only internally in ways reasonably aligned with your expectations as our customer (such as maintaining sales records), and to comply with legal obligations. If we receive such a request from you, we will notify any service providers we have engaged to delete your information as well. Verifying Requests: To help protect your privacy and maintain security, we will take steps to verify your identity before granting you access to your personal information or complying with your request. To verify your identity when you request access to or deletion of your personal information, we may require you to provide certain information which we can match to information we already have on-file about you based on the type of relationship you have with us.

In addition, if you exercise your right to request specific pieces of your personal information or to delete your information, we will require you to sign a declaration under penalty of perjury that you are the consumer whose personal information is the subject of the request.

Shine the Light Requests: You also have a right to request that we provide you with (a) a list of certain categories of personal information we have disclosed to third parties for their direct marketing purposes during the immediately preceding calendar year and (b) the identity of those third parties. You may make one request per calendar year, and the information may be provided in a standardized format which is not specific to you individually. In your request, please attest to the fact that you are a California resident and provide a current California address for your response. You may request this information in writing by contacting us at: Orange Box Fitness 3701 E Evergreen Dr. Suite 300 Appleton, WI 54913 or at support@orangeboxfitness.com with the subject line: California Privacy Rights. Please allow up to thirty (30) days for a response.

Erasure Requests: If you are a California resident under the age of 18 and a Orange Box Fitness member with a digital account, you may request and obtain removal of content or information you have publicly posted on the Sites. To make this request, please email us at support@orangeboxfitness.com and include a detailed description of the specific content or information you would like to remove. Please note that this removal does not ensure complete or comprehensive removal of the content or information posted on the Sites by you as there may be circumstances in which the law does not require or allow removal.

Your California Privacy Rights

California Civil Code § 1798.83 permits residents of California to request from Orange Box Fitness a notice disclosing: (1) the categories of personal information we have shared with third parties, if any, for the third parties' direct marketing purposes, during the preceding calendar year, and (2) the names and addresses of those third parties. To make such a request, please contact us at support@orangeboxfitness.com.

How To Contact Us

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

support@orangeboxfitness.com

Orange Box Fitness
3701 E Evergreen Dr
Suite 300
Appleton, WI 54913



TERMS & CONDITIONS

Date Effective: July 1, 2023

GENERAL INFORMATION:

CONTACT INFO (SO YOU AREN'T SEARCHING EVERYWHERE FOR HOW TO REACH US!)

EMAIL US AT SUPPORT@ORANGEBOXFITNESS.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 WWW.ORANGEBOXFITNESS.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 ORANGE BOX FITNESS ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT. NEITHER YOU NOR ORANGE BOX FITNESS 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 Orange Box Fitness 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 Orange Box Fitness

4. Consent to Communication by Email and Mail. You authorize Orange Box Fitness 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.

ORANGE BOX FITNESS 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. ORANGE BOX FITNESS 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 ORANGE BOX FITNESS, 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, ORANGE BOX FITNESS IS FOUND LIABLE UNDER ANY THEORY, ORANGE BOX FITNESS'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 ORANGE BOX FITNESS 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 ORANGE BOX FITNESS 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 Orange Box Fitness 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@orangeboxfitness.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 Orange Box Fitness infringe your copyright, you, or your agent may send to Orange Box Fitness 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 Orange Box Fitness 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 Orange Box Fitness 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 Orange Box Fitness 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 Orange Box Fitness, and I grant my irrevocable permission for Orange Box Fitness 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 Orange Box Fitness 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@orangeboxfitness.com

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