

SPEEDE FITNESS LLC

TERMS OF SERVICE

Last Updated: October 5, 2022

Please read these Terms of Service (the “*Agreement*” or “*Terms*”) carefully. Your use of the Service (as defined below) constitutes your consent to this Agreement.

This Agreement is between you and Speede Fitness LLC (“*Speede*,” “*we*,” or “*us*”) concerning your use of (including any access to) any online services that Speede makes available for use through its exercise equipment or through other products that it makes available, and any mobile app(s) (the “*App*”) that Speede makes available for use in connection with such products or equipment (collectively, together with any software, web pages, cloud services, content, and other materials and services available therein, and successor service(s) and app(s) thereto, the “*Service*”). This Agreement hereby incorporates by this reference any additional terms and conditions posted by Speede through the Service, or otherwise made available to you by Speede.

By using the Service, you affirm that you are of legal age to enter into this Agreement; or, if you are not, that you have obtained parental or guardian consent to enter into this Agreement. Please note that separate requirements may apply to a minor’s use of any Speede devices, Products, or Services.

If you are an individual accessing or using the Service on behalf of, or for the benefit of, any corporation, partnership, or other entity with which you are associated (an “*Organization*”), then you are agreeing to this Agreement on behalf of yourself and such Organization, and you represent and warrant that you have the legal authority to bind such Organization to this Agreement. References to “you” and “your” in this Agreement will refer to both the individual using the Service and to any such Organization. Please note that use of the Service by or on behalf of any Organization may also be subject to additional terms made available by Speede from time to time, which are hereby incorporated by this reference into this Agreement.

IF YOU SUBSCRIBE TO THE SPEEDE SERVICE FOR THE COMMITMENT PERIOD (AS DEFINED IN THE MEMBERSHIP TERMS AND CONDITIONS BELOW), THEN YOUR SUBSCRIPTION WILL BE AUTOMATICALLY RENEWED ON A MONTHLY BASIS AT THE EXPIRATION OF THE COMMITMENT PERIOD AT SPEEDE’S THEN-CURRENT SUBSCRIPTION PRICE UNLESS YOU OPT OUT OF THE AUTO-RENEWAL OR DECLINE TO RENEW YOUR SUBSCRIPTION IN ACCORDANCE WITH THE MEMBERSHIP TERMS AND CONDITIONS BELOW.

PLEASE BE AWARE THAT SECTION 22 OF THE AGREEMENT BELOW CONTAINS PROVISIONS GOVERNING HOW DISPUTES THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING WITHOUT LIMITATION, ANY DISPUTES THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THE AGREEMENT. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE

SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

PLEASE BE AWARE THAT SECTION 30 OF THE AGREEMENT BELOW CONTAINS YOUR OPT-IN CONSENT TO RECEIVE COMMUNICATIONS FROM US, INCLUDING VIA E-MAIL, TEXT MESSAGE, CALLS AND PUSH NOTIFICATION.

1. **Changes.** We may change this Agreement from time to time by notifying you of such changes by any reasonable means, including but not limited to e-mail or by posting a revised Agreement through the Service. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Agreement incorporating such changes, or otherwise notified you of such changes.

Your use of the Service following any changes to this Agreement will constitute your acceptance of such changes. The “Last Updated” legend above indicates when this Agreement was last changed. We encourage you to check the Service regularly to learn about changes to this Agreement. We may, at any time and without liability, modify or discontinue all or part of the Service (including access to any part of the Service via any third-party links); charge, modify or waive any fees required to use any part of the Service; or offer opportunities to some or all Service users.

You further understand that the Service is evolving. As a result, Speede may require you to accept updates to the Service. You acknowledge and agree that Speede may update the Service with or without notifying you. You may also need to update third-party software from time to time in order to use the Service.

2. **Information Submitted Through the Service.** Your submission of information through the Service is governed by Speede’s Privacy Policy (the “*Privacy Policy*”). You represent and warrant that any information you provide in connection with the Service is and will remain accurate and complete, and that you will maintain and update such information as needed.
3. **Jurisdictional Issues.** The Service is controlled or operated (or both) from the United States and is not intended to subject Speede to any non-U.S. jurisdiction or law. The Service may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the Service is at your own risk, and you must comply with all applicable laws, rules, and regulations in doing so. We may limit the Service’s availability at any time, in whole or in part, to any person, geographic area, or jurisdiction that we choose.
4. **Fitness-Related Content.** The content and other material and services available through the Service may include instructional videos, exercise routines, exercise records, and other media. You acknowledge and agree that Speede is not a healthcare provider or fitness instructor; that the Service (including any recommendations and any information available

through the Service that may be personalized) may not be appropriate for you and does not constitute or replace medical advice; and that Speede is not responsible for any results that may (or may not) be obtained from the use of the Service.

You acknowledge and agree that it is your sole responsibility to consult with your personal physician regarding any medical condition, impairment, or disability that may prevent or limit your ability to use the Service. You further understand and agree that you are solely responsible for abiding by your personal physician's recommendation as to any such medical restrictions, and for using the Service solely in accordance with your personal physician's advice.

Individuals under 15 years old are not permitted to use or access the Service, except as described herein. Minors who are at least 15 years old who can safely use Speede's Challenger Machine, including any subsequent versions, or other fitness equipment product lines offered by Speede (the "*Product*") may use the Product and Service with parent/guardian consent so long as the parent/guardian is present at all times during use.

5. **Waiver.** You understand that by using the Service, you may be exposed to a variety of hazards and risks, foreseen or unforeseen, including risks that arise as a result of entering a public space, including, but not limited to gyms, clinics, doctors' or physical therapy offices, or any other space or environment in which the Service is made available; performing physical activity; and/or using the equipment on which the Service is available. You understand that injuries or damage could occur by natural causes or activities of other persons, including the activities of other persons using such equipment, or other third parties (including third-party fitness instructors and other exercise participants), whether as a result of negligence or otherwise. To the fullest extent permitted by applicable law, you voluntarily assume all risk of loss, damage, and injury to person or property that may arise from, or that is related to, your use of the Service, whether such risk is known or unknown to you.

You hereby waive and release Speede and Speede's Affiliated Entities (as defined below), to the maximum extent permitted by law, from any claim, action, suit, or demand arising out of or in connection with the use of the Services (including with respect to any physical injury or death). You acknowledge that neither Speede nor the Affiliated Entities will incur any obligation to you under any legal theory (including negligence) as a result of your use of the Service. You agree that this release is binding upon you and your heirs, executors, administrators, successors, and assigns.

The foregoing release is intended to apply to all claims not known or suspected to exist, with the intent of waiving, if applicable, the effect of California Civil Code Section 1542 (which states as follows: *A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.*) and may be found here: [Law section \(ca.gov\)](#) and other analogous laws or legal principles of any jurisdiction requiring the intent to release future unknown claims.

6. **Rules of Conduct.** In connection with the Service, you must not:

- Post, transmit, or otherwise make available through or in connection with the Service any materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent, or otherwise tortious; (c) obscene, indecent, pornographic, or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy, or any other proprietary right, without the express prior written consent of the applicable owner.
- Post, transmit, or otherwise make available through or in connection with the Service any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment (each, a “*Virus*”).
- Use the Service for any commercial purpose, or for any purpose that is fraudulent or otherwise tortious or unlawful.
- Harvest or collect information about users of the Service.
- Interfere with or disrupt the operation of the Service or the servers or networks used to make the Service available, including by hacking or defacing any portion of the Service; or violate any requirement, procedure, or policy of such servers or networks.
- Restrict or inhibit any other person from using the Service with his or her own Speede device or Product.
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute, or otherwise exploit any portion of (or any use of) the Service except as expressly authorized herein, without Speede’s express prior written consent.
- Reverse engineer, decompile, or disassemble any portion of the Service, except where such restriction is expressly prohibited by applicable law.
- Remove any copyright, trademark, or other proprietary rights notice from the Service.
- Frame or mirror any portion of the Service, or otherwise incorporate any portion of the Service into any product or service, without Speede’s express prior written consent.
- Systematically download and store Service content.
- Use any robot, spider, site search/retrieval application, or other manual or automatic device to retrieve, index, “scrape,” “data mine” or otherwise gather Service content

or reproduce or circumvent the navigational structure or presentation of the Service, without Speede's express prior written consent.

- You are responsible for obtaining, maintaining, and paying for all hardware and all telecommunications and other services needed to use the Service.
7. **Other Goods.** The Service may make available listings, descriptions, and images of goods or services or related coupons or discounts (collectively, "*Other Goods*"), as well as references and links to Other Goods. Such Other Goods may be made available by Speede or by third parties, and may be made available for any purpose, including general information purposes. The availability through the Service of any listing, description, or image of Other Goods does not imply Speede's endorsement of such Other Goods, or any affiliation with the provider of such Other Goods.

Speede further makes no representations as to the completeness, accuracy, reliability, validity, or timeliness of such listings, descriptions, or images (including any features, specifications and prices contained therein). Such information and the availability of any Other Goods (including the validity of any coupon or discount) are subject to change at any time without notice. Certain weights, measurements, and similar descriptions are approximate and are provided by Speede for convenience only. Speede makes reasonable efforts to accurately display the attributes of Other Goods, including the applicable colors; however, the actual colors you see will depend on your computer system, and we cannot guarantee that your computer will accurately display such colors. It is your responsibility to ascertain and obey all applicable local, state, federal, and foreign laws (including minimum age requirements) regarding the purchase, possession, and use of any Product or Other Goods.

8. **Purchases and Transactions.** We may make available the ability to purchase or otherwise obtain certain Products or Other Goods through the Service (a "*Transaction*"). If you wish to make a Transaction, you may be asked to supply certain relevant information, such as your credit card number and its expiration date, your billing address, and your shipping information. You represent and warrant that you have the right to use any credit card that you submit in connection with a Transaction. By submitting such information, you grant to us the right to provide such information to third parties or Affiliated Entities for purposes of facilitating Transactions. Verification of information may be required prior to the acknowledgment or completion of any Transaction. By making a Transaction, you represent that the applicable Products or Other Goods will be used only in a lawful manner.

Speede reserves the right, including without prior notice, to limit the available quantity of or discontinue making available any Product or Other Goods; to impose conditions on the honoring of any coupon, discount, or similar promotion; to bar any user from making any Transaction; and to refuse to provide any user with any Product or Other Goods. Refunds and exchanges will be subject to Speede's applicable refund and exchange policies. You agree to pay all charges incurred by you or on your behalf through the Service, at the prices in effect when such charges are incurred, including all shipping and handling charges and any applicable taxes. While it is our practice to confirm orders by e-mail, the receipt of an

e-mail order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a Product or Service.

Products and Other Goods will be shipped to an address designated by you, if applicable, so long as such address is complete and complies with any shipping restrictions stated in the Service. All Transactions are made pursuant to a shipment contract and, as a result, risk of loss and title for the Product(s) or Other Goods pass to you upon delivery of the Product(s) or Other Goods to the shipping carrier. You are solely responsible for filing any claims with the shipping carrier for damaged and/or lost shipments.

9. **Memberships.** Certain features, content, functionalities, and other aspects of the Services may be available only through a subscription program (the “*Membership Program*”) and are provided only to users with a valid membership. The fee for the Membership Program (the “*Membership Fee*”) is the amount currently identified online at *speede.fit* plus any applicable taxes, and is non-refundable. Speede may, in its sole and absolute discretion, change the Membership Fee from time to time.

An initial Membership Program term of one (1) year is required with each purchase of a Speede Product or device, except Products or devices in multi-residence households as described below. The Membership Fee is payable on a monthly basis. After the initial one-year term, each membership will renew automatically on a monthly basis at the then-current rate, unless you notify us at least one (1), and no more than thirty (30) days, before any such renewal date that you wish to cancel your membership or that you do not wish to automatically renew your membership. You understand and expressly agree that your membership will automatically continue for additional periods of one month each, and you authorize Speede (without notice to you, unless required by applicable law) to collect and charge the then-applicable Membership Fee and any applicable taxes, for each such renewal, using any credit card or other payment method that Speede has on file for you.

You agree to provide Speede with an alternate credit card or other payment method if the payment method Speede has on file for you is no longer valid, or if you choose to use a different credit card or payment method. For clarity, if your payment method expires or is no longer valid, your membership is paused, or Speede is otherwise unable to charge a Membership Fee payment to your payment method for any month during your initial one-year Membership Program term, you are still responsible for making twelve monthly Membership Fee payments, which may mean that the monthly payments for your initial Membership term may continue until you have made twelve monthly payments. **The Speede Product will stop functioning if you do not complete the twelve monthly payments required during the initial one-year Membership Program term.** Reinstatement fees may apply.

If you wish to cancel your Membership, you may contact our Customer Service Team in writing at support@speede.fit. Please contact our Customer Service Team at least one (1) and no more than thirty (30) days prior to your desired last day of Service.

All memberships in the Membership Program are final. Except as otherwise required by applicable law, any paid Membership Fees (or payable Membership Fees for the remainder

of an existing Membership term) are non-cancellable and non-refundable. If you decide to cancel your membership, your membership will automatically expire at the end of your then-current membership term. For example, if you cancel your membership in the middle of a monthly billing cycle, your membership will continue until the last day of that billing cycle.

Each membership is associated only with a single household and cannot be used to enable any benefits of the Membership Program on any Speede Product or device outside of your household. Please note that multiple residences that you maintain for your own personal use are considered a single household. A Membership Program may permit the member to create and manage additional user accounts, solely for family members and personal guests of the member (“*Additional Users*”), that are permitted to use the benefits of the Membership Program on any Speede Product or device associated with a valid Membership Program. Each Additional User must accept the terms and conditions of this Agreement prior to using the Service, and the member will be responsible for all acts and omissions of each Additional User under the Membership Program.

Speede reserves the right, in its sole and absolute discretion, to exclude any individual(s) from the Membership Program or to terminate any Membership, for any reason, including abuse of the Membership Program, failure to comply with this Agreement, or fraud, misrepresentation, or other conduct detrimental to the interests of Speede. Any such exclusion or termination may affect eligibility for further participation in the Membership Program.

Please note that if your Membership expires or is canceled or terminated, you and any Additional Users may no longer have access to any data, information, or other content (including historical data, usage records, custom workouts, etc.) associated with your membership, or to any advanced modes. For clarity, the ability to perform any workouts using your Speede Product or device without a valid membership may be limited to adjusting the weight dial for the amount of weight being lifted.

No Subsequent Registration. If your registration(s) with, or ability to access, the Speede Service or any other Speede services or community, is discontinued by Speede due to your violation of any portion of the Agreement or for conduct otherwise inappropriate for the community, then you agree that you shall not attempt to re-register with or access the Service or any other Speede service or community through use of a different member name or otherwise, and you acknowledge that you will not be entitled to receive a refund for fees related to the Service to which your access has been terminated. In the event that you violate the immediately preceding sentence, Speede reserves the right, in its sole and absolute discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

- 10. Registration, Usernames, and Passwords.** You may need to register to use all or part of the Service. We may reject, or require that you change, any username (which may be your e-mail address), password, or other information that you provide to us in registering your Product or Service. Your username and password are for your personal use only and should be kept confidential; you, and not Speede, are responsible for choosing a secure password

and for any use or misuse of your username or password, and you must promptly notify us of any confidentiality breach or unauthorized use of your username or password, or your Service account.

You are solely responsible for all use of the Service by any Additional Users and any other users who access the Service through you or your Speede Product or device.

11. **Profiles and Forums.** Service visitors may make available certain materials (each, a “*Submission*”) through or in connection with the Service, including on profile pages or on the Service’s interactive services, such as message boards, competition leaderboards, and other forums, including social media; and chatting or commenting and other messaging functionality. Speede has no control over and is not responsible for any use or misuse (including any distribution) by any third party of Submissions. If you choose to make any of your personally identifiable or other information publicly available through the Service, you do so at your own risk.
12. **License.** For purposes of clarity, you retain ownership of your Submissions. For each Submission, you hereby grant to Speede a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable, and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform, and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit such Submission, in any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials).

In addition, if you provide to us any ideas, proposals, suggestions or other materials (“*Feedback*”), whether related to the Product, Service, or otherwise, such Feedback will be deemed a Submission, and you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous and without restriction and does not place Speede under any fiduciary or other obligation.

You represent and warrant that you have all rights necessary to grant the licenses granted in this section, and that your Submissions, and your provision thereof through and in connection with the Service, are complete and accurate, and are not fraudulent, tortious, or otherwise in violation of any applicable law or any right of any third party. You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding each Submission that you may have under any applicable law under any legal theory.

13. **Monitoring.** We may (but have no obligation to) monitor, evaluate, alter, or remove Submissions before or after they appear on the Service, or analyze your access to or use of the Service. Subject to our Privacy Policy, we may disclose information regarding your access to and use of the Product or Service, and the circumstances surrounding such access and use, to anyone for any reason or purpose.
14. **Your Limited Rights.** The Service is licensed (not sold) to you, the end user, for your own personal, non-commercial use and for no other purpose whatsoever. This license

includes the right to view content available on the Service. This license is personal to you and may not be assigned or sublicensed to anyone else.

Subject to your compliance with this Agreement, and solely for so long as you are permitted by Speede to use the Service, we hereby permit you, on a limited, non-exclusive, revocable, non-transferable, non-sublicensable basis, to (a) use the Service (excluding the App) on Speede-branded equipment, solely for your personal, non-commercial use; and (b) install and use the App on a mobile device that you own or control, solely for your personal, non-commercial use. If you fail to comply with any of the terms or conditions of this Agreement, you must immediately cease using the Service, and remove (*i.e.*, uninstall and delete) the App from your mobile device.

15. **Speede's Proprietary Rights.** We and our suppliers own the Service, which is protected by proprietary rights and laws. Our trade names, trademarks, and service marks include SPEEDE; BE YOUR STRONGEST; BUILT FOR ATHLETES, MADE FOR EVERYONE; and any associated logos. All trade names, trademarks, service marks, and logos on the Service not owned by us are the property of their respective owners. You may not use our trade names, trademarks, service marks or logos in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Service should be construed as granting any right to use any trade names, trademarks, service marks, or logos without the express prior written consent of the owner.
16. **Third-Party Materials; Links.** Certain Service functionality may make available access to information, products, services, and other materials made available by third parties, including Submissions ("*Third-Party Materials*"), or allow for the routing or transmission of such Third-Party Materials, including via links. By using such functionality, you are directing us to access, route, and transmit applicable Third-Party Materials to you.

We neither control nor endorse, nor are we responsible for, any Third-Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness, or safety of Third-Party Materials, or any intellectual property rights therein. Certain Third-Party Materials may, among other things, be inaccurate, misleading, or deceptive. Nothing in this Agreement shall be deemed to be a representation or warranty by Speede with respect to any Third-Party Materials. Speede has no obligation to monitor Third-Party Materials, and we may block or disable access to any Third-Party Materials (in whole or part) through the Service at any time. In addition, the availability of any Third-Party Materials through the Service does not imply our endorsement of, or our affiliation with, any provider of such Third-Party Materials, nor does such availability create any legal relationship between you and any such provider.

Your use of Third-Party Materials is solely at your own risk and is subject to any additional terms, conditions, and policies applicable to such Third-Party Materials (such as terms of service or privacy policies of the providers of such Third-Party Materials).

17. **Promotions.** Any sweepstakes, contests, raffles, surveys, games, or similar promotions (collectively, "*Promotions*") made available through the Service may be governed by rules that are separate and distinct from this Agreement. If you participate in any Promotion(s),

please review the applicable rules related to the Promotion(s) in addition to this Agreement and our Privacy Policy. If the rules for a Promotion conflict with this Agreement, the Promotion rules will govern.

18. **Disclaimer of Warranties.** To the fullest extent permitted under applicable law: (a) the Service and any Products and Third-Party Materials are made available to you on an “As Is,” “Where Is,” and “Where Available” basis, without any warranties of any kind, whether express, implied, or statutory; and (b) Speede disclaims all warranties with respect to the Service and any Products and Third-Party Materials, including the warranties of merchantability, fitness for a particular purpose, non-infringement, and title unless expressly stated in the Speede Limited Warranty. All disclaimers of any kind (including in this section and elsewhere in this Agreement) are made for the benefit of both Speede and its affiliates and their respective shareholders, directors, officers, employees, affiliates, agents, representatives, licensors, suppliers, and service providers (collectively, the “*Affiliated Entities*”), and their respective successors and assigns.

While we try to maintain the timeliness, integrity, and security of the Service, we do not guarantee that the Service is or will remain updated, complete, correct, or secure, or that access to the Service will be uninterrupted. The Service may include inaccuracies, errors, and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Service. If you become aware of any such alteration, e-mail us at support@speede.fit with a description of such alteration in the subject line and the location of the alteration on the Service in the body of the e-mail.

19. **Limitation of Liability.** To the fullest extent permitted under applicable law: (a) Speede will not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages of any kind, under any contract, tort (including negligence), strict liability, or other theory, including damages for loss of profits, use or data, loss of other intangibles, loss of security of Submissions (including unauthorized interception by third parties of any Submissions), even if advised in advance of the possibility of such damages or losses; (b) without limiting the foregoing, Speede will not be liable for damages of any kind resulting from your use of or inability to use the Service or from any Products or Third-Party Materials, including from any Virus that may be transmitted in connection therewith, or from Speede’s termination of this Agreement; (c) your sole and exclusive remedy for dissatisfaction with the Service or any Product(s) or Third-Party Materials is to stop using the Service; and (d) the maximum aggregate liability of Speede for all damages, losses, and causes of action, whether in contract, tort (including negligence) or otherwise, shall be the greater of (a) the total amount, if any, paid by you to Speede to use the Service within the twelve (12) months preceding the date of the applicable claim; and (b) ten U.S. Dollars (\$10). All limitations of liability of any kind (including in this section and elsewhere in this Agreement) are made for the benefit of both Speede and the Affiliated Entities, and their respective successors and assigns.

20. **Indemnity.** To the fullest extent permitted under applicable law, you agree to defend, indemnify, and hold harmless Speede and the Affiliated Entities, and their respective successors and assigns, from and against all claims, liabilities, damages, judgments, awards, losses, costs, expenses, and fees (including attorneys’ fees) arising out of or

relating to (a) any use of, or activities in connection with, the Service (including all Submissions) by you, your Additional Users, and/or any other person who uses the Service through you or your Speede Product or device; and (b) any violation or alleged violation of this Agreement by you.

21. **Termination.** This Agreement is effective until terminated. Speede may terminate or suspend your use of the Service at any time and without prior notice, for any or no reason, including if Speede believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Upon any such termination or suspension, your right to use the Service will immediately cease, and Speede may, without liability to you or any third party, immediately deactivate or delete your username, password, and account, and all associated materials, without any obligation to provide any further access to such materials. Speede may block your access to the Service to prevent re-registration. Sections 2–6, 9–12, and 14–27 shall survive any expiration or termination of this Agreement.
22. **Governing Law; Arbitration.** The terms of this Agreement are governed by the laws of the United States (including federal arbitration law) and the State of Illinois, U.S.A., without regard to its principles of conflicts of law, and regardless of your location. Except for disputes that qualify for small claims court, all disputes arising out of or related to this Agreement or any aspect of the relationship between you and Speede, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, will be resolved through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury and you agree that Speede and you are each waiving the right to trial by a jury. Such disputes include, without limitation, disputes arising out of or relating to interpretation or application of this arbitration provision, including the enforceability, revocability, or validity of the arbitration provision or any portion of the arbitration provision. All such matters shall be decided by an arbitrator and not by a court or judge.

You agree that any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted, and you are agreeing to give up the ability to participate in a class action.

You may opt out of this agreement to arbitrate by e-mailing support@speede.fit with “Arbitration Opt-Out” in the subject line and include your first name, last name, address, and a statement that you decline this arbitration agreement in the body of the e-mail within thirty (30) days of accepting this agreement to arbitrate.

The arbitration will be administered by the American Arbitration Association under its Consumer Arbitration Rules, as amended by this Agreement. The Consumer Arbitration Rules are available online at <https://www.adr.org/consumer>. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The arbitrator’s decision will follow this Agreement and will be final and binding. The arbitrator will have authority

to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against us for you.

23. **Filtering.** We hereby notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available. These parental control protections may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available online from https://en.wikipedia.org/wiki/Comparison_of_content-control_software_and_providers. Please note that Speede does not endorse any of the products or services listed on such site.
24. **Information or Complaints.** If you have a question or complaint regarding the Service, please send an e-mail to support@speede.fit. You may also contact us by calling us at (800) 908-9978. Please note that e-mail communications will not necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your e-mail correspondence with us.
25. **Copyright Infringement Claims.** 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 available on the Service infringe your copyright, you (or your agent) may send a written notice to Speede by e-mail, requesting that Speede remove such material or block access to it.

In addition, if you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send to Speede a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <https://www.copyright.gov/> for details.

Notices and counter-notices must be in writing and sent by e-mail to Speede at support@speede.fit with “DMCA Notice of Copyright Infringement” in the subject line. Please include your first name, last name, address, and a statement detailing the specific copyright infringement, including any related documentation, in the body of the e-mail, along with your request that Speede remove such material or block access to it, if so desired.

We strongly suggest that you consult your legal advisor before filing a DMCA notice or counter-notice.

26. **Export Controls.** You are responsible for complying with United States export controls and for any violation of such controls, including any United States embargoes or other federal rules and regulations restricting exports. You represent, warrant, and covenant that you are not (a) located in, or a resident or a national of, any country subject to a U.S.

government embargo or other restriction, or that has been designated by the U.S. government as a “terrorist supporting” country; or (b) on any of the U.S. government lists of restricted end users.

27. **Miscellaneous.** This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and Speede or the Affiliated Entities. If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision.

You may not assign, transfer, or sublicense any or all of your rights or obligations under this Agreement without Speede’s express prior written consent. Speede may assign, transfer, or sublicense any or all of our rights or obligations under this Agreement without restriction.

No waiver by either party of any breach or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption, or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in this Agreement shall be construed as if followed by the phrase “without limitation.”

This Agreement, including any terms and conditions incorporated herein, is the entire agreement between you and Speede relating to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Speede relating to such subject matter.

Notices to you (including notices of changes to this Agreement) may be made via posting to the Service or by e-mail (including in each case via links). Without limitation, a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Speede will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.

28. **Accessing App from an App Store.** The following terms apply to any App accessed through or downloaded from any app store or distribution platform (e.g., the Apple App Store or Google Play) where the App may now or in the future be made available (each an “App Provider”). You acknowledge and agree that:

- These Terms and this Agreement are between you and Speede Fitness LLC, and not with the App Provider, and Speede (not the App Provider), is solely responsible for the App.

- The App Provider has no obligation to furnish any maintenance and support services with respect to the App.
- In the event of any failure of the App to conform to any applicable warranty, you may notify the App Provider, and the App Provider will refund the purchase price for the App to you (if applicable) and, to the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation whatsoever with respect to the App. Any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Speede.
- The App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to:
 - 1. product liability claims;
 - 2. any claim that the App fails to conform to any applicable legal or regulatory requirement; and
 - 3. claims arising under consumer protection or similar legislation.
- In the event of any third-party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, Speede will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by this Agreement.
- The App Provider and its affiliates are third-party beneficiaries of this Agreement as related to your license to the App, and that, upon your acceptance of the Terms contained in this Agreement, the App Provider will have the right (and will be deemed to have accepted the right) to enforce this Agreement as related to your license of the App against you as a third-party beneficiary thereof.
- You represent and warrant that:
 - 1. you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country;
 - 2. you are not listed on any U.S. Government list of prohibited or restricted parties;
 - 3. you are not an individual, or associated with an entity, designated under the UK's Terrorist Asset-Freezing etc. Act 2010 (TAFA 2010); and
 - 4. you are not otherwise subject to or affected in any way by any national security or terrorism related rules whether applicable to you personally or to your location or other circumstances.

- The license you have been granted herein is limited to a non-transferable license to use the App on an Apple-branded product that runs Apple’s iOS operating system, on an Android device, or on any similar operating system from an App Provider that is owned or controlled by you, or as otherwise permitted by the Usage Rules set forth in App Provider’s Terms of Service, except that the App may also be accessed and used by other accounts associated with you via the App Provider’s Family Sharing or volume purchasing programs. In addition, you must comply with the terms of any third-party agreement applicable to you when using the App, such as your wireless data service agreement. The App Provider and the App Provider’s subsidiaries are third-party beneficiaries of this Agreement and, upon your acceptance of the terms and conditions of this Agreement, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof; notwithstanding the foregoing, Speede’s right to enter into, rescind, or terminate any variation, waiver, or settlement under this Agreement is not subject to the consent of any third party.
- Any inquiries or complaints relating to the use of the App, including those pertaining to intellectual property rights, must be directed to Speede in accordance with the “*Information or Complaints*” section above.

29. **Music Terms.** Music streamed through the App is powered by Feed.fm, Spotify, Apple Music, or other similar music streaming providers, as the case may be for each particular App and App Provider. There is no affiliation, connection, association, or endorsement of the products, goods, or services of the copyright owners, featured recording artists, or authors of the sound recordings (or the musical works embodied therein) transmitted through these music streaming players, and in no event shall any affiliation be attributed.

30. **Speede Communications.** By entering into this Agreement or using the Service, you agree to receive communications from us, including via e-mail, text message, telephone calls, and push notifications. You agree that texts, telephone calls, or prerecorded messages may be generated by automatic telephone dialing systems. Communications from us and our Affiliated Entities may include but are not limited to: operational communications concerning your Subscription, Membership, or the use of the Speede Service, updates concerning new and existing features on the Service, communications concerning new products or services, communications concerning promotions run by us or our third-party partners, and news concerning Speede and industry developments. Standard text messaging charges applied by your cell phone carrier will apply to text messages that we send.

IF YOU WISH TO OPT OUT OF PROMOTIONAL E-MAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL E-MAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL E-MAIL ITSELF. IF YOU WISH TO OPT OUT OF PROMOTIONAL CALLS OR TEXTS, YOU MAY TEXT “STOP” FROM THE MOBILE DEVICE RECEIVING THE MESSAGES. YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT

TO RECEIVE PROMOTIONAL TEXTS OR CALLS AS A CONDITION OF USING THE SPEEDE SERVICE OR RELATED SERVICES. IF YOU WISH TO OPT OUT OF ALL TEXTS OR CALLS FROM US (INCLUDING OPERATIONAL OR TRANSACTIONAL TEXTS OR CALLS), YOU CAN E-MAIL US AT support@speede.fit. HOWEVER, YOU ACKNOWLEDGE THAT OPTING OUT OF RECEIVING ALL TEXTS AND CALLS MAY IMPACT YOUR USE OF THE SPEEDE SERVICE OR RELATED SERVICES.

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