

## Terms and Conditions

### **Agreement between user and www.LockOnFitness.com**

Welcome to www.LockOnFitness.com. The www.LockOnFitness.com website (the "Site") is comprised of various web pages operated by LockOnFitness.com ("Lock On Fitness"). www.LockOnFitness.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notifications contained herein (the "Terms"). Your use of www.LockOnFitness.com constitutes your agreement to all such terms. Please read these terms carefully, and keep a copy of them for your reference.

### **www.LockOnFitness.com is a fitness tracking site ("Services")**

LockOnFitness.com provides field fitness tests used to determine various levels of fitness as well as logs to document fitness activities and common medical tests, such as blood glucose levels, blood pressure, and cholesterol lab results. These data can then be compared to determine how fitness activities are impacting fitness levels and medical conditions such as diabetes, hypertension, and cholesterol levels.

**Lock On Fitness should not be used as a substitute for the advice of a doctor.** The information contained within the LockOnFitness.com website is not medical advice. It should therefore not be relied upon as medical advice. This information is intended for informational purposes only and should not be construed as medical advice, medical opinion, diagnosis or treatment. LockOnFitness.com, its advertisers, employee, or owner assume no liability for the information provided herein or for any diagnosis or treatment made in reliance therein.

### **Privacy**

Your use of www.LockOnFitness.com is subject to Lock On Fitness's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### **Electronic Communications**

Visiting www.LockOnFitness.com or sending email to Lock On Fitness constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **Your Account**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Lock On Fitness is not responsible for third party access to your account that results from theft or misappropriation of your account. Lock On Fitness and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Lock On Fitness does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.LockOnFitness.com only with permission of a parent or guardian.

### **Enrollment in the Services**

Subject to certain limitations as described herein, you will be granted the right to the content that is available via the Site pursuant to the terms specified during the registration process, and simultaneously have access to our broad range of editorial and contextual information about fitness.

As consideration for your rights under this Agreement, You agree that Lock On Fitness may provide marketing, promotional offers, advertising and other information to you via email or other means of communication, including push notifications on your mobile device. You may opt out of receiving email messages from Lock On Fitness at any time by clicking the "unsubscribe" link in any emails you receive from Lock On Fitness. You may opt out of receiving push notifications from Lock On Fitness at any time within your mobile application settings.

YOUR ACCEPTANCE OF THIS AGREEMENT MEANS THAT YOU GIVE CONSENT TO LOCK ON FITNESS TO EMAIL YOU WITH NOTICES CONCERNING A MATERIAL CHANGE IN THE TERMS OF THIS AGREEMENT, THE APPLICATION OR SERVICE(S) YOU USE.

### **Cancellation**

You may cancel your subscription at any time.

You agree that Lock On Fitness, in its sole discretion, with or without prior notice, may freeze or terminate your user name, password, user profile, or use of the Application and/or Service(s) (or any part thereof) for any reason, including, without limitation, if Lock On Fitness believes that you have infringed upon any rights of another or violated or acted inconsistently with the letter or spirit of this Agreement. Lock On Fitness may also in its sole discretion and at any time modify or discontinue providing the Application and/or any Service, or any part thereof, with or without notice. Further, you agree that Lock On Fitness shall not be liable to you or any third-party for any interference with or termination of your access to the Application and/or any Service.

### **Customer Service**

You understand and agree that Lock On Fitness is solely responsible for all customer service, help, billing and account issues related to your subscription. Neither your ISP nor any third party website through which you may have accessed any Service is responsible for customer service, help, billing and account issues related to the Services. You agree not to direct any questions, requests for assistance, or inquiries about the Application or any Service to your ISP or to any third party website through which you may have accessed the Application or any Service.

## **YOUR ACCOUNT INFORMATION**

### **(a) Our Use of Account Information**

We shall treat all of your Account Information with the utmost respect for its confidential nature, and in accordance with our Privacy Policy, which is expressly incorporated herein by reference.

### **(b) Stolen Account Information Your Responsibility**

You are solely and entirely responsible for maintaining the confidentiality of your password and for any and all activities that occur under your account. If you believe someone has accessed any Service using your user name and password without your authorization, it is your responsibility to set up a new password by clicking on the Change Password link on the Membership menu and providing the appropriate information.

### **Technology Limitations and Modifications to Service**

Lock On Fitness will make reasonable efforts to keep your account and the Service(s) operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. Lock On Fitness will make reasonable efforts to notify you at least twenty-four (24) hours in advance of any anticipated downtime that will exceed one hour.

Lock On Fitness also reserves the right to modify or discontinue, temporarily or permanently, functions and features of the Application and Service(s) with or without notice. Lock On Fitness shall not be liable to you or to any third party for any of the direct or indirect consequences of any modification, malfunction, suspension, discontinuance of or interruption to or of any of the Service(s).

### **Disclaimer of Warranty**

THE APPLICATION IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE APPLICATION OR ITS OPERATION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LOCK ON FITNESS AND ITS ASSOCIATES, EMPLOYEES, ADVERTISERS, AND PARTNERS, DISCLAIM ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

LOCK ON FITNESS MAKES NO WARRANTY THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, OR THAT THE APPLICATION WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES LOCK ON FITNESS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY

BE OBTAINED FROM THE APPLICATION OR AS TO THE ACCURACY OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE APPLICATION. LOCK ON FITNESS MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE APPLICATION OR ANY TRANSACTIONS ENTERED INTO THROUGH THE APPLICATION.

### **Limitation of Liability**

THE ENTIRE RISK ARISING OUT OF THE USE AND/OR PERFORMANCE OF THE SERVICE(S) REMAINS WITH YOU. IN NO EVENT SHALL LOCK ON FITNESS OR ITS PARENTS, MEMBERS, LICENSORS, SUBSIDIARIES, PARTNERS, AFFILIATES, SERVICE PROVIDERS, INVESTORS, SYNDICATORS, DISTRIBUTORS OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES (COLLECTIVELY THE "PROTECTED PARTIES") BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE ANY SERVICE, EVEN IF LOCK ON FITNESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU, BUT THEY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. IN NO EVENT SHALL ANY PROTECTED PARTY BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNT PAID FOR THE APPLICATION OR THE SPECIFIC ITEM OF CONTENT GIVING RISE TO THE APPLICABLE CLAIM FOR DAMAGES.

### **Modification of Subscription Agreement**

Lock On Fitness may modify this Agreement at any time in its sole discretion. If any modification is unacceptable to you, you agree that your only recourse is to terminate your use of any of the Service(s) as provided herein. Your continued use of any Service following our posting of a change of terms use, an email notice to you, or a new Agreement on the Application will constitute your binding acceptance of the change, until such time as you terminate your subscription.

### **Indemnification**

You agree to indemnify and hold the Protected Parties harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to, or arising out of or related to any content or information that you post or display on your Lock On Fitness Social Network user profile, your violation of this Agreement, or your violation of any law, regulation or third-party right.

### **Link to Third Party Sites/Third Party Services**

www.LockOnFitness.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Lock On Fitness and Lock On Fitness is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Lock On Fitness is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Lock On Fitness of the site or any association with its operators.

Certain services made available via www.LockOnFitness.com may be delivered by third party sites and organizations. By using any product, service or functionality originating from the www.LockOnFitness.com domain, you hereby acknowledge and consent that Lock On Fitness may share such information and data with any third party with whom Lock On Fitness has a contractual relationship to provide the requested product, service or functionality on behalf of www.LockOnFitness.com users and customers.

### **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use www.LockOnFitness.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant Lock On Fitness that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and

enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Lock On Fitness or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Lock On Fitness content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Lock On Fitness and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Lock On Fitness or our licensors except as expressly authorized by these Terms.

### **Use of Communication Services**

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, blogs, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or service for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contest, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restricted or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including email addresses, without their consent; violate any applicable laws or regulations.

Lock On Fitness has no obligation to monitor the Communication Services. However, Lock On Fitness reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Lock On Fitness reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Lock On Fitness reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Lock On Fitness's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Lock On Fitness does not control or endorse the content, messages or information found in any Communication Service and, therefore, Lock On Fitness specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers

and hosts are not authorized Lock On Fitness spokespersons, and their views do not necessarily reflect those of Lock On Fitness.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

### **Materials Provided to [www.LockOnFitness.com](http://www.LockOnFitness.com) or Posted on Any Lock On Fitness Web Page**

Lock On Fitness does not claim ownership of the materials you provide to [www.LockOnFitness.com](http://www.LockOnFitness.com) (including feedback and suggestions) or post, upload, input or submit to any Lock On Fitness Site or our associated services (collectively "Submission"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Lock On Fitness, our affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. Lock On Fitness is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Lock On Fitness's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

### **International Users**

The Service is controlled, operated and administered by Lock Of Fitness from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with local laws. You agree that you will not use the Lock On Fitness Content accessed through [www.LockOnFitness.com](http://www.LockOnFitness.com) in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **General**

No delay or failure to take action under this Agreement shall constitute any waiver by Lock On Fitness of any provision of this Agreement.

To the maximum extent permitted by law, this agreement is governed by the laws of the State of Texas and you hereby consent to the exclusive jurisdiction and venue of courts in Texas in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Lock On Fitness as a result of this agreement or use of the Site.

If any provision of this Agreement is invalid or unenforceable under applicable law, it is, to that extent, deemed omitted and the remaining provisions will continue in full force and effect. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Lock On Fitness may assign this agreement as it deems appropriate for any reason at any time. This Agreement is personal to you and may not be transferred, assigned or delegated to anyone. Any attempt by you to assign, transfer or delegate this Agreement shall be null and void. This Agreement constitutes the complete and exclusive agreement between Lock On Fitness and you with respect to the subject matter hereof and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein.

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. It is the express wish to the parties that this agreement and all related documents be written in English.

**Change of Terms**

Lock On Fitness reserves the right, in its sole discretion, to change the Terms under which [www.LockOnFitness.com](http://www.LockOnFitness.com) is offered. The most current version of the Terms will supersede all previous versions. Lock On Fitness encourages you to periodically review the Terms to stay informed of our updates.

**Contact Us**

Lock On Fitness welcomes your questions or comments regarding the Terms. Please contact us via the “Contact Lock On Fitness” web page found in the footer of each page on the Site.

Effective as of November 9, 2014.