

Terms & Conditions

Updated: July 2021

PLEASE REVIEW THE TERMS OF THIS AGREEMENT CAREFULLY. IF YOU DO NOT AGREE TO THIS AGREEMENT IN ITS ENTIRETY, YOU ARE NOT AUTHORIZED TO USE THE 1% FITNESS OFFERINGS IN ANY MANNER OR FORM.

THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

Welcome to 1 Percent Fitness, LLC ("1% Fitness"). These terms and conditions (this "Agreement") govern when you: (a) access or use the 1percentfit.com website or any other online 1% Fitness platform (collectively, the "Site"); (b) access or use the 1% Fitness mobile application (the "App"); (c) access and/or view any of the video, audio, stories, text, photographs, graphics, artwork and/or other content featured on the Site and/or in the App (collectively, "Content"); (d) sign up to receive the 1% Fitness subscription food-delivery service (the "1% Fitness Subscription Service"), and/or any other products or services offered by from 1% Fitness time to time (collectively, with the 1% Fitness Subscription Service, the "1% Fitness Service"); (e) access links to 1% Fitness's social media pages/accounts on third-party social media websites or mobile or other platforms, such as Facebook®, Instagram®, Pinterest®, LinkedIn®, Twitter®, Snapchat®, and YouTube® (collectively, "Social Media Pages"); (f) enter one of the sweepstakes, contests and/or other promotions offered or conducted by 1% Fitness from time-to-time (collectively, "Promotions"); and/or (g) utilize the many interactive features of the Site and/or App designed to facilitate interaction between you, 1% Fitness and other users of the Site and App, respectively, including, but not limited to, blogs and associated comment sections located in designated areas of the Site and App, as applicable (collectively, the "Interactive Services" and together with the Site, App, Content, 1% Fitness Service, Social Media Pages and Promotions, the "1% Fitness Offerings"). By using the 1% Fitness Offerings, you acknowledge that you have read, understood, and agree to be legally bound by this Agreement and have read and understand our Privacy Policy. Further, you agree to enter into a legal binding agreement with 1% Fitness. Please do not access or use the 1% Fitness Offerings if you are unwilling or unable to be bound by this Agreement. The 1% Fitness Offerings are based and operated in the United States. We make no claims concerning whether the content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Service or the Content from outside of the United States, you do so on your own initiative and at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

We may modify this Agreement from time to time at our sole discretion. When changes are made, we will notify you by making the revised version available on this webpage and will indicate at the top of this page the date that revisions were last made. You should revisit this Agreement on a regular basis as revised versions will be binding on you. Any such modification will be effective upon our posting of new terms and conditions. You are responsible for staying informed of any changes and are expected to check this page from time to time so you are aware of any changes. You understand and agree that your continued access to or use of the 1% Fitness Offerings after any posted modification to this Agreement

indicates your acceptance of the modifications. If you do not agree with the modified terms and conditions, you should stop using the 1% Fitness Offerings.

Eligibility

By using the 1% Fitness Offerings, you represent that you are at least eighteen (18) years of age (or the applicable age of majority if greater than eighteen (18) years of age in your jurisdiction), and have the requisite power and authority to enter into the Agreement and perform your obligations hereunder.

Registration

During the registration process, you will be asked to create an account and establish a password. Your account is for your personal, non-commercial use only. In creating it, we ask that you provide complete and accurate information. Please read our Privacy Policy on how this information will be used. You are responsible for maintaining the confidentiality of your account password and you are responsible for all activities that occur in connection with your account made by you or anyone you allow to use your account. You agree to safeguard your account password from access by others. You agree to indemnify and hold harmless 1% Fitness for losses incurred by 1% Fitness or another party due to someone else using your account or password. 1% Fitness has the right to disable any user name, password or other identifier, whether chosen by you or provided by 1% Fitness, at any time, in its sole discretion for any or no reason, if, in our opinion, you have violated any provisions of this Agreement.

1% Fitness reserves the right to withdraw or amend the Fresh, and any service or material we provide on the Site, the App or Social Media Pages, in its sole discretion without notice. 1% Fitness will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, 1% Fitness may restrict access to some parts of the 1% Fitness Service, or the entire 1% Fitness Service, to users, including registered users.

Nutrition Information

Please note that nutritional information on our site reflects recent updates to meals based on evolving ingredients. The nutritional information for meals at the time of their preparation is reflected on the labels on our meal containers. 1% Fitness does not guarantee the accuracy of any nutritional information provided by 1% Fitness. 1% Fitness will not be responsible for any loss or damage resulting from your reliance on nutritional information, nor for ensuring that whatever foods you purchase or consume are in accordance with your respective dietary needs, restrictions or preferences. Please note that excluding categories from your profile does not guarantee that your meals will exclude certain food product ingredients which may contain those products. As such, you should always check the ingredients associated with any products that you receive from 1% Fitness to avoid potential allergic reactions. If you have or suspect that you have an allergic reaction or other adverse health event, promptly contact your health care provider.

Blog posts and other Content on the Site or in the App may contain recipes, meal recommendations, dietary advice (collectively, the "Dietary Advice") and the food products delivered in connection with the 1% Fitness Service (collectively, the "Dietary Options") will contain various ingredients. You should always consult with your physician or other healthcare professional before adopting any Dietary Advice

or partaking in any Dietary Options, whether offered by and through the 1% Fitness Offerings or otherwise. The Dietary Advice and/or Dietary Options may include ingredients that you are allergic to. You should always check the ingredients associated with any Dietary Advice and Dietary Options to avoid potential allergic reactions. If you have or suspect that you have an allergic reaction or other adverse health event, promptly contact your health care provider.

1% Fitness Billing

When you first sign up for a subscription to a 1% Fitness Plan (a “Plan”), you are charged only for the first week of the Plan at the time of your Plan selection. All Plans are continuous subscription plans, and you will be charged the applicable price listed for the Plan that you select on a weekly basis. If you wish to cancel or modify your subscription to a Plan, you can do so at any time as described in the “Cancel or Modify a Subscription” section below; however, except as otherwise noted below, any amounts charged to or paid by you prior to such cancellation or modification will not be refunded, and cancellations or modifications may not impact any order for which you have already been charged, depending on the status of the order.

1% Fitness may change the price of a Plan, introduce new Plans, or remove Plans from time to time, and will communicate any price or Plan changes to you in advance in accordance with the “Notice” section of this Agreement. Price and Plan changes will take effect as of the next billing period following the date on which 1% Fitness provided notice to you of the price or Plan change. By continuing to use the 1% Fitness Service after the effective date of a price or Plan change, you indicate your acceptance of such price or Plan change. If you do not agree with a price or Plan change, you have the right to reject the change by cancelling your subscription(s) prior to the effective date of the price or Plan change. Please make sure that you read any notifications of price or Plan changes carefully.

Applicable sales tax may be charged on your order based on local and state laws.

You are fully responsible for all activities that occur under your account, and you agree to be personally liable for all charges incurred under your account based on your delivery status as of the specified deadline. Your liability for such charges shall continue after termination of this Agreement.

WHEN YOU REGISTER FOR THE 1% FITNESS SUBSCRIPTION SERVICE (AND EACH TIME YOU CHANGE YOUR PLAN) YOU EXPRESSLY AUTHORIZE AND AGREE THAT 1% FITNESS AND/OR OUR THIRD PARTY PAYMENT PROCESSOR IS AUTHORIZED TO AUTOMATICALLY CHARGE YOUR PAYMENT METHOD (AS DEFINED BELOW) ON A WEEKLY, RECURRING BASIS IN AN AMOUNT EQUAL TO THE THEN-EFFECTIVE RATE FOR YOUR PLAN, TOGETHER WITH ANY APPLICABLE TAXES AND SHIPPING (the “PLAN RATE”), FOR AS LONG AS YOU CONTINUE TO USE THE 1% FITNESS SUBSCRIPTION SERVICE, EXCEPT ON WEEKS YOU CHOOSE TO SKIP PRIOR TO THE SPECIFIED DEADLINE OR UNLESS YOU CANCEL YOUR 1% FITNESS SUBSCRIPTION SERVICE IN ACCORDANCE WITH THIS AGREEMENT. YOU ACKNOWLEDGE AND AGREE THAT 1% FITNESS WILL NOT OBTAIN ANY ADDITIONAL AUTHORIZATION FROM YOU FOR SUCH AUTOMATIC, RECURRING PAYMENTS. IN ADDITION, YOU AUTHORIZE US (AND/OR OUR THIRD-PARTY PAYMENT PROCESSOR) TO CHARGE YOUR PAYMENT METHOD FOR ANY ADDITIONAL 1% FITNESS OFFERINGS PURCHASED BY YOU FROM TIME TO TIME OUTSIDE OF OR IN EXCESS OF YOUR PLAN, PLUS ANY APPLICABLE TAXES AND SHIPPING. EVERY TIME THAT YOU USE THE 1% FITNESS SUBSCRIPTION

SERVICE, YOU RE-AFFIRM THAT 1% FITNESS IS AUTHORIZED TO CHARGE YOUR PAYMENT METHOD AS PROVIDED IN THE AGREEMENT, AND TO HAVE ALL APPLICABLE FEES AND CHARGES APPLIED TO SAME.

Cancel or Modify a Subscription

Following your Plan selection and placement and receipt of your first weekly order, you may cancel or modify a subscription to a Plan at any time online by managing your account at 1percentfit.com, or by emailing us at support@1percentfit.com

To avoid being charged for placed orders that you no longer wish to receive in the event of a subscription cancellation, you must cancel 3 days prior to the date when you are to be charged for your next order, which is displayed in the meal plan section of your profile.

If you cancel a subscription to a Plan before receiving your first order, your first order may or may not be cancelled and related amounts paid may or may not be refunded to you, depending on factors including the status of your meals in our production process, and any promotions applied. You will be notified at the time of cancel if any of your charged orders will be cancelled and refunded, To confirm, email us at support@1percentfit.com.

Food Substitution Policy

Although 1% Fitness takes every reasonable measure to have sufficient inventory to fill your order, availability of product(s) may change without notice. 1% Fitness is not responsible for the unavailability of product due to popular demand, whether discontinued or still in production.

In the completion of orders, 1% Fitness reserves the right to substitute a similar product. Substituted food items may contain different ingredients and allergens than those in items originally ordered. Prior to consumption, please be sure to carefully check all individual product packages for the most updated information regarding ingredients and nutritional content for any/all of 1% Fitness's food products, including new and improved items, if you have any food allergies or if you are otherwise concerned about any particular ingredients.

Please Note: 1% Fitness's food items may contain or may have been manufactured in a facility that also processes: dairy, eggs, fish, shellfish, soy, and tree nuts.

Shipping

We use third-party carriers (e.g. FedEx) to deliver your food packages and provide you with tracking information for every package. It is very important that you provide us with the proper shipping information and any special instructions that the delivery driver may need.

App

You shall be responsible, at all times, for ensuring that you have an applicable mobile device and/or other equipment and service necessary to access the App. 1% Fitness does not guarantee the quality, speed or availability of the Internet connection associated with your mobile device. 1% Fitness does not guarantee that the App can be accessed: (a) on all mobile devices; (b) through all wireless service plans; and/or (c) in all geographical areas. Standard messaging, data and wireless access fees may apply to your use of the App. You are fully responsible for all such charges and 1% Fitness has no liability or responsibility to you, whatsoever, for any such charges billed by your wireless carrier.

Export/Usage Restrictions. You agree that the App may not be transferred or exported into any other country, or used in any manner prohibited by U.S. or other applicable export laws and regulations. The 1% Fitness Offerings are subject to, and you agree that you shall at all times comply with, all local, state, national and international laws, statutes, rules, regulations, ordinances and the like applicable to use of the 1% Fitness Offerings. You agree not to use the 1% Fitness Offerings: (a) for any commercial purposes; or (b) to conduct any business or activity, or solicit the performance of any activity, which is prohibited by law or any contractual provision by which you are bound.

Content

The Site and App contain Content which includes, but is not limited to, information pertaining to the 1% Fitness Offerings, as well as regularly updated blog posts and third party links. The Content is offered for informational purposes only and is at all times subject to the disclaimers contained herein, and on the Site and in the App.

Interactive Services

Subject to the restrictions set forth herein, the Interactive Services will allow users to participate in comment sections and other interactive areas of the Site and/or App. Each user agrees to use the Interactive Services in full compliance with all applicable laws and regulations. Each user shall be solely responsible for her/his comments, opinions, statements, feedback and other content (collectively, "Feedback") posted by and through the Interactive Services. You understand and agree that 1% Fitness shall not be liable to you, any other user or any third party for any claim in connection with your use of, or inability to use, the Interactive Services. 1% Fitness does not monitor the Feedback submitted by users, and operates the comment sections of the Site and App as a neutral host. The Interactive Services contain Feedback that is provided directly by users. You agree that 1% Fitness shall have no obligation and incur no liability to you in connection with any Feedback appearing in or through the Interactive Services. 1% Fitness does not represent or warrant that the Feedback posted through the Interactive Services is accurate, complete or appropriate. 1% Fitness reserves the right to remove any Feedback from the Site and/or App at any time and for any reason, in 1% Fitness's sole discretion.

You agree to use the Interactive Services in a manner consistent with any and all applicable laws and regulations. In connection with your use of the Interactive Services and other of the 1% Fitness Offerings, you agree not to: (a) display any telephone numbers, street addresses, last names, URLs, e-mail addresses or any confidential information of any third party; (b) display any audio files, text, photographs, videos or other images containing confidential information; (c) display any audio files, text, photographs, videos or other images that may be deemed indecent or obscene in your community, as defined under applicable law; (d) impersonate any person or entity; (e) "stalk" or otherwise harass any person; (f) engage in unauthorized advertising to, or commercial solicitation of, other users; (g) transmit

any chain letters, spam or junk e-mail to other users; (h) express or imply that any statements that you make are endorsed by 1% Fitness, without 1% Fitness's specific prior written consent; (i) harvest or collect personal information of other users whether or not for commercial purposes, without their express consent; (j) use any robot, spider, search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the App, Site and/or their respective content; (k) post, distribute or reproduce in any way any copyrighted material, trademarks or other proprietary information without obtaining the prior consent of the owner of such proprietary rights; (l) remove any copyright, trademark or other proprietary rights notices contained in the App and/or Site; (m) interfere with or disrupt the App, Site and/or the servers or networks connected to same; (n) post, offer for download, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (o) post, offer for download, transmit, promote or otherwise make available any software, product or service that is illegal or that violates the rights of a third party including, but not limited to, spyware, adware, programs designed to send unsolicited advertisements (i.e. "spamware"), services that send unsolicited advertisements, programs designed to initiate "denial of service" attacks, mail bomb programs and programs designed to gain unauthorized access to mobile networks; (p) "frame" or "mirror" any part of the App and/or Site without 1% Fitness's prior written authorization; (q) use metatags or code or other devices containing any reference to any 1% Fitness Offerings in order to direct any person to any other mobile application or website for any purpose; and/or (r) modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the 1% Fitness Offerings or any software used in or in connection with 1% Fitness Offerings. Engaging in any of the aforementioned prohibited practices shall be deemed a breach of the Agreement and may result in the immediate termination of your access to the App and/or Site without notice, in the sole discretion of 1% Fitness. 1% Fitness reserves the right to pursue any and all legal remedies against users that engage in the aforementioned prohibited conduct.

By submitting or posting content to the Interactive Services, you grant 1% Fitness, its directors, officers, affiliates, subsidiaries, assigns, agents, and licensees the irrevocable, perpetual, worldwide right to reproduce, display, perform, distribute, adapt, and promote any posted content in any medium. Once you submit or post content to the Interactive Services, 1% Fitness will not give you any right to inspect or approve uses of such content or to compensate you for any such uses. 1% Fitness owns all right, title, and interest in any compilation, collective work or other derivative work, whether or not created by 1% Fitness, using or incorporating content posted to the Interactive Services. For more information, please review 1% Fitness's Privacy Policy.

You are solely responsible for anything you may post on the Interactive Services. 1% Fitness will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of the Interactive Services.

1% Fitness is not responsible for, and does not endorse, content in any posting made by other users on the Interactive Services. You are solely responsible for your reliance on anything posted by another user on the Interactive Services. Under no circumstances will 1% Fitness be held liable, directly or indirectly, for any loss or damage caused or alleged to have been caused to you or any third party in connection with the use of or reliance of any content posted by a third party on the Interactive Services. If you become aware of any misuse of the Sites by any person, please contact 1% Fitness at support@1percentfit.com.

If you feel threatened or believe someone else is in danger, you should contact your local law enforcement agency immediately. 1% Fitness has the right to remove any user contributions from the Interactive Services for any or no reason. 1% Fitness reserves the right to take necessary legal action against users.

1% Fitness may disclose user information including personal identity and other personal information to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy. 1% Fitness has the right to cooperate with any law enforcement authorities or court order requesting or directing 1% Fitness to disclose the identity or other information of anyone posting any materials on or through the Interactive Services.

YOU WAIVE AND HOLD 1% FITNESS HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY 1% FITNESS, DURING OR AS A RESULT OF ITS INVESTIGATIONS, AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY 1% FITNESS, LAW ENFORCEMENT AUTHORITIES OR OTHER THIRD PARTIES.

1% Fitness does not undertake to review any materials before you have posted them on the Interactive Services and cannot ensure prompt removal of objectionable material after it has been posted. 1% Fitness assumes no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. 1% Fitness shall have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

1% Fitness has the right to terminate your account and your access to the Interactive Services for any reason, including, without limitation, if 1% Fitness, in its sole discretion, considers your use to be unacceptable. 1% Fitness may, but shall not be under any obligation to, provide you a warning prior to termination of your use of the Interactive Services.

1% Fitness Intellectual Property

The Site, App, and all associated Content, design, text, graphics, and interfaces; as well the collection, selection, and arrangement thereof; and all associated software (collectively, the “1% Fitness Materials”), are the sole and exclusive property of, or duly licensed to, 1% Fitness. The 1% Fitness Materials are copyrighted as a collective work under the laws of the United States and other copyright laws. 1% Fitness holds the copyright in the collective work. The collective work includes works which may be property of other members. You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download portions of the material from the different areas of the Site and/or App solely for your own non-commercial use, unless otherwise permitted (e.g., in the case of electronic coupons, etc.). Any redistribution, retransmission or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner. You agree not to change or delete any proprietary notices from materials downloaded from the Site and/or the App.

The 1% Fitness Materials (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by 1% Fitness or its

affiliates, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

This Agreement permits you access to the Site and/or the App for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works from, publicly display, publicly perform, republish, download, store or transmit any of the material on our Site and/or the App.

You must not (i) modify copies of any materials from the Site; (ii) use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text, and (iii) delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Site and/or the App. You must not access or use for any commercial purposes any part of the Site and/or the App or any services or materials available through the Site and/or the App.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Site and/or the App in breach of this Agreement, your right to use the Site and/or the App will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Site and/or the App or any content on the Site and/or the App is transferred to you, and all rights not expressly granted are reserved by 1% Fitness. Any use of the Site and/or the App not expressly permitted by this Agreement is a breach of this Agreement and may violate copyright, trademark and other laws.

Trademarks

The 1% Fitness name, logo and all related names, logos, product and service names, designs and slogans are trademarks of 1 Percent Fitness, LLC or its affiliates or licensors. You must not use such marks without the prior written permission of. All other names, logos, product and service names, designs and slogans on the Site and/or the App are the trademarks of 1 Percent Fitness, LLC and their respective owners.

Facebook® and Instagram® are registered trademarks of Facebook, Inc. (“Facebook”). LinkedIn® is a registered trademark of LinkedIn Corporation (“LinkedIn”). Pinterest® is a registered trademark of Pinterest, Inc. (“Pinterest”). Twitter® is a registered trademark of Twitter, Inc. (“Twitter”). Snapchat® is a registered trademark of Snapchat, Inc. YouTube® is a registered trademark of Google, Inc. (“Google”). Please be advised that 1% Fitness is not in any way affiliated with Facebook, Google, LinkedIn, Pinterest or Twitter, and the 1% Fitness offerings are not endorsed, administered or sponsored by any of those parties.

Policy/DMCA Compliance

If you believe any materials accessible on or from the Site and/or the APP infringe your copyright, you may request removal of those materials (or access thereto) from the Site and/or the App by contacting 1% Fitness (as set forth below) and providing the following information:

Identification of the copyrighted work that you believe to be infringed. Please describe the work and, where possible, include a copy or the location (e.g., URL) of an authorized version of the work.

Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.

Your name, address, telephone number, and e-mail address.

A statement that you have a good faith belief that the complained use of the materials is not authorized by the copyright owner, its agent, or the law.

A statement that the information that you have supplied is accurate, and indicating that “under penalty of perjury”, you are the copyright owner or are authorized to act on the copyright owner’s behalf.

A signature or the electronic equivalent from the copyright holder or authorized representative.

Send this information by mail to, 1% Fitness 668 E Union Square, Sandy, Utah, 84070 ATTN: Legal Department. In an effort to protect the rights of copyright owners, 1% Fitness maintains a policy for the termination, in appropriate circumstances, of subscribers and account holders of the Site who are repeat infringers.

Changes to the Site

1% Fitness may update the content on the Site/and or the App from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Site may be out of date at any given time, and 1% Fitness is under no obligation to update such material.

Information About You and Your Visits to the Site and/or the APP

All information we collect on this Site and/or the App is subject to our Privacy Policy. By using the Site and/or the App, you consent to all actions taken by 1% Fitness with respect to your information in compliance with the Privacy Policy.

Online Purchases and Other Terms and Conditions

All purchases through this Site and/or the App or other transactions for the sale of goods or services or information formed through the Site and/or the App or as a result of visits made by you are governed by this Agreement.

Additional terms and conditions may also apply to specific portions, services or features of the Site and/or the App. All such additional terms and conditions are hereby incorporated by this reference into this Agreement.

Links from the Site and/or the App

If the Site and/or the App contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. 1% Fitness has no control over the contents of those sites or resources, and accepts no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Site and/or the App, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

The Site and/or the App may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by 1% Fitness, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of 1% Fitness. 1% Fitness is not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Warranties

THE 1% FITNESS OFFERINGS AND/OR ANY OTHER CONTENT, INFORMATION, PRODUCTS AND/OR SERVICES OFFERED BY AND THROUGH SAME ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ALL WARRANTIES, EXPRESS AND IMPLIED STATUTORY OR OTHERWISE, ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE). IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, 1% FITNESS MAKES NO WARRANTY THAT THE 1% FITNESS OFFERINGS AND/OR ANY OTHER CONTENT, INFORMATION, PRODUCTS AND/OR SERVICES OFFERED BY AND THROUGH SAME: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED; (C) WILL BE FREE OF HARMFUL COMPONENTS; (D) WILL RESULT IN ANY SPECIFIC DIETARY BENEFIT, WEIGHT LOSS OR OTHER HEALTH-RELATED OUTCOME; AND/OR (E) WILL BE ACCURATE OR RELIABLE. THE 1% FITNESS OFFERINGS AND/OR ANY OTHER CONTENT, INFORMATION, PRODUCTS AND/OR SERVICES OFFERED BY AND THROUGH SAME MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. WILL NOT BE LIABLE FOR THE AVAILABILITY OF THE UNDERLYING INTERNET AND/OR MOBILE NETWORK CONNECTION ASSOCIATED WITH THE 1% FITNESS OFFERINGS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM 1% FITNESS OR OTHERWISE THROUGH OR FROM THE 1% FITNESS OFFERINGS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT. WITHOUT LIMITING THE FOREGOING, 1% FITNESS DOES NOT ENDORSE USER CONTENT OR FEEDBACK AND SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY FEEDBACK.

1% Fitness makes no warranty as to the reliability, accuracy, timeliness, usefulness, adequacy, completeness or suitability of the Site and/or the App. 1% Fitness cannot and does not warrant against human and machine errors, omissions, delays, interruptions or losses, including loss of data. 1% Fitness cannot and does not guarantee or warrant that files available for downloading from the Site and/or the App will be free of infection by viruses, worms, Trojan horses, or other codes that manifest contaminating or destructive properties. 1% Fitness cannot and does not guarantee or warrant that any content you post on the Site and/or the App will remain on the Site and/or the App. 1% Fitness does not warrant or guarantee that the functions or services performed on the Site and/or the App will be uninterrupted or error-free or that defects in the Site and/or the App will be corrected.

1% Fitness may disable all or any social media features and any links at any time without notice in our discretion.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT 1% FITNESS IS TO DISCONTINUE YOUR USE OF THE SITE. 1% FITNESS, NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, REPRESENTATIVES, THIRD-PARTY INFORMATION PROVIDERS, MERCHANTS, OR LICENSORS (COLLECTIVELY, "1% FITNESS PARTIES") SHALL BE LIABLE TO YOU OR THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR EXEMPLARY DAMAGES INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, (EVEN IF 1% FITNESS OR THE APPLICABLE 1% FITNESS PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), TO THE FULLEST EXTENT PERMISSIBLE BY LAW FOR: (A) THE USE OR THE INABILITY TO USE THE 1% FITNESS OFFERINGS AND/OR ANY OTHER CONTENT, INFORMATION, PRODUCTS AND/OR SERVICES OFFERED BY AND THROUGH SAME; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, CONTENT AND/OR ANY OTHER PRODUCTS PURCHASED OR OBTAINED FROM OR THROUGH THE 1% FITNESS OFFERINGS; (C) THE UNAUTHORIZED ACCESS TO, OR ALTERATION OF, YOUR ACCOUNT INFORMATION; (D) THE FAILURE TO REALIZE ANY SPECIFIC DIETARY BENEFIT, WEIGHT LOSS OR OTHER HEALTH-RELATED OUTCOME; AND/OR (E) ANY OTHER MATTER RELATING TO THE 1% FITNESS OFFERINGS AND/OR ANY OTHER CONTENT, INFORMATION, PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, IN THE AGGREGATE INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND ANY AND ALL OTHER TORTS. YOU HEREBY RELEASE 1% FITNESS AND THE 1% FITNESS PARTIES FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED HEREIN. IF APPLICABLE LAW DOES NOT PERMIT SUCH LIMITATIONS, THE MAXIMUM LIABILITY OF 1% FITNESS TO YOU UNDER ANY AND ALL CIRCUMSTANCES WILL BE AS SET FORTH IN THE DISPUTE RESOLUTION PROVISIONS OF THESE TERMS AND CONDITIONS. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF YOUR USE OF THE 1% FITNESS OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME, MAY BE BROUGHT BY YOU OR 1% FITNESS MORE THAN ONE (1) YEAR FOLLOWING THE EVENT WHICH GAVE RISE TO THE SUBJECT CAUSE OF ACTION. THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND 1% FITNESS. ACCESS TO 1% FITNESS OFFERINGS AND/OR ANY OTHER CONTENT, INFORMATION, PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME WOULD NOT BE PROVIDED TO YOU WITHOUT SUCH LIMITATIONS. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL

DAMAGES, IN SUCH STATES OR JURISDICTIONS, 1% FITNESS'S AND "THE 1% FITNESS PARTIES' LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

Indemnification

You agree to indemnify, defend, and hold 1% Fitness, its officers, directors, employees, shareholders, affiliates agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of this Agreement or your use of the 1% Fitness Offerings or your use of any information obtained from the 1% Fitness Offerings.

Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws rules.

Resolving Disputes — Arbitration

Most customer concerns can be resolved quickly and to the customer's satisfaction BY calling our customer service department at 801-833-5383. IF 1% Fitness's customer service department is unable to resolve a complaint you may have to your satisfaction (or if 1% Fitness has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.

All disputes or claims that arise under or related to this Agreement (whether in contract, tort or otherwise, whether past, pre-existing, or future, and including statutory, consumer protection, common law, intentional tort, injunctive, and equitable claims) will be resolved either in small claims court or by individual arbitration in accordance with the rules of the American Arbitration Association ("AAA"). Unless you and 1% Fitness agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. The AAA Rules are available online at adr.org, by calling the AAA at 1-800-778-7879. 1% Fitness agrees that it will pay a consumer's filing fee FOR the arbitration.

You agree to arbitration on an individual basis. In any dispute, NEITHER CUSTOMER NOR 1% FITNESS SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE OR OTHERWISE PARTICIPATE IN ANY CLAIMS AS A REPRESENTATIVE, CLASS MEMBER, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration).

The arbitrator shall be empowered to grant whatever relief would be available in court under law. Any award of the arbitrator shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. This transaction and the arbitration shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA).

Waiver and Severability

No waiver by 1% Fitness of any of the terms and conditions set forth in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of 1% Fitness to assert a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect.

Entire Agreement

This Agreement and our Privacy Policy constitute the sole and entire agreement between you and 1% Fitness with respect to the 1% Fitness Offerings and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the 1% Fitness Offerings.

Notice

1% Fitness may deliver notice to you under this Agreement by means of electronic mail, a general notice on the site, or by written communication delivered by first class U.S. mail to your address on record in your 1% Fitness account. You may give notice to 1% Fitness at any time via electronic mail or by letter delivered by first class postage prepaid U.S. mail or overnight courier to the following address: 1% Fitness, 668 E Union Square, Sandy Utah, 84070 Attn: Legal Department.

Telephone Calls and SMS Text Messages

Upon registration for an account, you will be asked to provide us with a telephone number at which we can reach you. That number is required for shipping and so that 1% Fitness can reach you with informational calls related to your transactions. The frequency of text messages that we send to you depends on your transactions with us and you consent to receive text messages sent through an automatic telephone dialing system. All calls to and from 1% fitness may be monitored or recorded for quality and training purposes.

If you elect to receive text messages about your account, we may also send you promotional text messages and you consent to receive recurring SMS text messages sent through an automatic telephone dialing system. This service is optional, and is not a condition of purchase. You can opt out of receiving SMS messages at any time by texting STOP in response. Message and data rates may apply. We will treat data collected through text messages in accordance with our Privacy Policy.

All charges are billed by and payable to your wireless service provider. Please contact your wireless service provider for pricing plans and details. If you wish to opt out of such text messages, you may do so by following the "opt-out" instructions in the text message, or by editing your account settings. Message and data rates may apply. We will treat data collected through text messages in accordance with our Privacy Policy.