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GLOBALFIT TERMS AND CONDITIONS WHICH WILL APPLY TO FITBUCKS REWARDS SUBSCRIBERS

By using the Global Affiliates, Inc, ("GlobalFit" or "Company") website, you agree to these Terms and Conditions of Use ("Terms & Conditions" or "Terms of Use"). We reserve the right to modify, add, or remove portions of these Terms & Conditions at any time. You are responsible for regularly reviewing these Terms & Conditions prior to each time you access or use the website. By using the GlobalFit website after we post any changes to these Terms & Conditions, you agree to accept those changes, whether or not you have reviewed them. If you do not agree to these Terms & Conditions, you should not use this website or the content contained therein.

USER OBLIGATION:

Use of this website constitutes your acknowledgement and acceptance of these Terms of Use, which take effect on the date on which you first use the site. You must be aged 18 or over to use this site. By accessing, using and/or downloading materials from this site, you agree on your own behalf to abide by the Terms of Use set forth below. GlobalFit reserves the right to change these Terms of Use at any time by posting changes online and it is your responsibility to refer to and comply with these terms on accessing the site. Your continued use of this site after changes are posted constitutes your acceptance of these Terms of Use as modified.

If these Terms of Use are not fully accepted by you, you do not have permission to access the contents of this site and therefore should cease using this site immediately.

If there is any conflict between these Terms of Use and any other specific rules and/or specific terms of use appearing on this site relating to specific material, then the latter shall prevail.

As a member and user of GlobalFit, you agree to: (a) maintain all equipment necessary for your access to and use of the website; (b) maintain the security and confidentiality of your user identification, password and other confidential information relating to your account; (c) provide accurate, true, current and complete information about yourself and promptly provide any updates necessary to keep such information accurate, true, current and complete at all times; (d) be responsible for all charges resulting from use of your account, including unauthorized use prior to your notifying us of such use and taking steps to prevent its further occurrence by changing your password; (e) not impersonate another person or entity; (f) not submit, post or transmit any unlawful, infringing, harmful, threatening, abusive, harassing, defamatory, untrue, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offense, violate the publicity and privacy rights of others, or otherwise violate any applicable local, state, national or international law; (g) not use the website to introduce, transmit or otherwise distribute viruses, worms, time bombs or other computer programming code that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; and (h) not to use the website for chain letters, junk mail, "spamming" solicitations (commercial or otherwise) or bulk communications of any kind.

OUR RIGHTS AND OBLIGATIONS

For as long as GlobalFit continues to offer services, GlobalFit shall provide (and seek to update, improve and expand, in similar and different new ways) the FitBucks platform and service with the purpose of providing all members with program access, through GlobalFit proprietary tools, rules and protocols which GlobalFit may update, improve, discontinue and change at any time, at GlobalFit's sole discretion.

We allow you to access GlobalFit as it may exist and be available on any given day. We have no other obligations, except as expressly stated in this Agreement. We may modify, replace, refuse access to, suspend or discontinue GlobalFit, partially or entirely, or to charge and modify prices for GlobalFit. All of these changes shall be effective upon their posting on our site or by email communication to you. We reserve all rights not expressly granted herein, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in GlobalFit and all related items.

GlobalFit reserves the right to withhold, remove and or discard any content available as part of your account, with or without notice. For avoidance of doubt, GlobalFit has no obligation to store, maintain or provide you a copy of any content that you or other Users provide when using the Services.

GlobalFit may include or automatically produce links to third party websites ("Third Party Sites"). GlobalFit is not responsible for and does not endorse any advertising, products or other materials on or available from such websites or resources. GlobalFit may also include articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). If you decide to leave GlobalFit and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from GlobalFit or relating to any applications you use or install from the site.

You acknowledge and agree that we may send you important information and notices regarding the Service by email or through other means, including mobile or other hand held devices. You acknowledge and agree that we shall have no liability associated with or arising from your failure to maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about the Service. You acknowledge, consent and agree that we may access, preserve, and disclose your registration and any other information you provide if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims of a violation of the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of GlobalFit, the GlobalFit Affiliates, its Users and the public.

COPYRIGHTED MATERIALS AND INTELLECTUAL PROPERTY:

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AGE REQUIREMENTS:

In order to use the website you must be at least 18 years of age or the legal age to form a binding contract in your jurisdiction if that age is greater than 18 years of age. Individuals who are under the age of 18 or the legal age to form a binding contract in their jurisdiction ("Minors") are prohibited from using the website. Accordingly, if you are a Minor, please do not attempt to register for the website or send any information about yourself to us, including your name, address, telephone number, or email address. In the event that we learn that we have collected personal information from a Minor, we will delete that information as soon as reasonably practicable.

CONSULT A PHYSICIAN:

Not all exercises or activities described on the website are suitable for everyone. You should understand that when participating in any exercise or exercise program, there is the possibility of physical injury and/or death. If you feel discomfort or pain, immediately stop the activity causing such discomfort or pain. The website should not be used by people who have adverse medical or nutritional conditions.

Regular physical activity is fun and healthy, and growing numbers of people are becoming more active every day. Although being active is very safe for most of us, some people should check with their doctor before starting to increase how physically active they are. The GlobalFit programs are designed and intended for adults aged 18-65 with no significant health problems.

No information provided by GlobalFit is intended to contradict or replace medical advice or to constitute medical advice.

Any person who has recently received or is currently receiving any medical treatment should consult their Doctor for medical clearance and we also discourage women who are pregnant, or who have recently given birth and are still awaiting for their post-natal medical check-up from starting new exercise activities.

PAYMENT FOR SERVICES

If you subscribe to any services that we offer for a charge, you will pay the applicable fees as they become due, plus all related taxes and reimburse us for any collection costs and interest for any overdue amounts.

MOBILE SERVICES

Certain parts of the GlobalFit program may be available via your mobile phone or accessible on your mobile phone through a downloadable application ("Mobile Services"). In using Mobile Services, you agree that we may communicate with you by SMS/text message, MMS, or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In addition, use of the Mobile Services may cause icons and data to be displayed on and through your mobile device, which data may be updated on a periodic basis by connecting to and transferring data from servers through the Internet and/or communication systems to provide content updates and to populate your mobile device with new information. By using Mobile Services, you hereby explicitly agree to the foregoing service functionality. In the event you change or deactivate your mobile telephone number, you agree to

promptly update your GlobalFit account information to ensure that your messages are not sent to the person that acquires your old number.

In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. Therefore, you should check with your carrier to find out if the Mobile Services are available for your mobile devices, and what restrictions, if any, may be applicable to your use of such Mobile Services. Finally, by using any downloadable application to enable your use of the Mobile Services, you are explicitly confirming your acceptance of the terms of the mobile End User License Agreement provided at download.

By requesting that you be notified about upcoming activity commitments, you have requested GlobalFit to send you information. By submitting your request, you agree that the information is not unsolicited and that GlobalFit, or any of its affiliates or service providers, may send the information to you using various types of technology, including any cell phone number or email address that you provide or have provided to us.

GlobalFit does not currently charge a fee for using text message notification service. However, your wireless telecommunications provider may impose extra fees in order to make such device data-capable and to exchange data between your phone and the GlobalFit Program, and you will be responsible for such charges. Further, if you choose to receive notifications by text message, standard text messaging (also referred to as SMS messaging) fees from your wireless telecommunications provider may apply. Please check with your wireless telecommunications provider before subscribing to the Service. You may terminate GlobalFit text message notifications at any time by changing your notification options within the GlobalFit program.

In the event your mobile or cellular device is lost or stolen, you agree to update your personal information and make the appropriate changes to disable the use of such devices. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE AND YOUR FOLLOWING OR ADHERING TO THE ADVICE AND INFORMATION CONTAINED HEREIN IS AT YOUR SOLE RISK INCLUDING, WITHOUT LIMITATION, RISK OF INJURY OR DEATH, AND THAT THE WEBSITE, AND THE INFORMATION, CONTENT, ADVICE, PROGRAMS, GOODS AND SERVICES MADE AVAILABLE THEREIN, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN REGARD TO THE WEBSITE AND ALL CONTENT, INFORMATION AND MATERIAL THEREON AND PRODUCTS AND SERVICES MADE AVAILABLE THEREIN, GLOBALFIT EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY AND COMPLETENESS, FREEDOM FROM COMPUTER VIRUS AND ANY IMPLIED

WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

YOU ACKNOWLEDGE THAT ANY RELIANCE ON ANY OPINION, ADVICE, STATEMENT OR OTHER INFORMATION AVAILABLE THROUGH THE WEBSITE SHALL BE AT YOUR SOLE RISK. GLOBALFIT DOES NOT MAKE ANY WARRANTY THAT THE WEBSITE OR ITS SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR BE OF A CERTAIN QUALITY, OR THAT THE WEBSITE OR ITS SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS-FREE OR ERROR-FREE, OR THAT DEFECTS IN THE WEBSITE, IF ANY, WILL BE CORRECTED.

YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR INFORMATION. YOU FURTHER UNDERSTAND AND AGREE THAT THE INTERNET IS COMPOSED OF MANY PRIVATELY OWNED SYSTEMS AND NETWORKS OF TELEPHONE WIRES AND SWITCHES AND WIRELESS TECHNOLOGIES AND IS DEPENDENT FOR ITS ONGOING OPERATIONS UPON COMPUTERS AND OTHER ELECTRONIC HARDWARE THAT ARE OFTEN UNSTABLE AND SUBJECT TO MALFUNCTIONS, AND, THEREFORE, IT IS THE INHERENT NATURE OF THESE SYSTEMS AND NETWORKS, AND THE INTERNET TO EXPERIENCE SYSTEMS AND HARDWARE FAILURES, PACKET LOSSES AND DOWNTIME. ACCORDINGLY, YOU HEREBY RELEASE AND FOREVER DISCHARGE GLOBALFIT FROM ANY AND ALL COSTS, LOSSES AND LIABILITY OR DAMAGES RESULTING FROM DOWNTIME CAUSED BY ANY OF THE FAILURES DESCRIBED OR REFERRED TO ABOVE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GLOBALFIT OR THROUGH OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL NOT BE LIABLE FOR PUNITIVE, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, REVENUES, BUSINESS, USE, DATA OR OTHER INTANGIBLES), WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND EVEN IF THE COMPANY HAD BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. WE FURTHER DISCLAIM ANY LIABILITY CAUSED BY INTENTIONAL OR UNINTENTIONAL NEGLIGENCE.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING OUR WEBSITE. IF YOU ARE DISSATISFIED WITH ANY

PORTION OF OUR WEBSITE, OR WITH ANY OF THESE TERMS & CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF THIS WEBSITE.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless the Company and their respective officers, directors, shareholders, employees and agents from and against any and all claims, liabilities, expenses (including attorneys' fees) and damages arising out of claims resulting from your access or connection to, or use of this website, including without limitation claims arising out of information or content submitted to this website by you, your violation of a third party's intellectual property or other rights, or any claims alleging facts that if true would constitute a breach by you of these terms and conditions. The Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with the Company's defense of such claims.

LAW AND JURISDICTION

These Terms & Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to any principles of conflicts of law. You consent to the jurisdiction and venue of the state in Philadelphia, Pennsylvania and federal courts in the Eastern District of Pennsylvania, in all disputes arising out of or relating to the use of this website, provided, however, that the Company may enforce its rights under this Agreement in any jurisdiction.

PRODUCT PURCHASED FROM THIRD PARTY COMPANIES

We may make certain products and services available to you through links to third party websites. Before you purchase any products or services through any such third party website, we urge you to carefully review any such third party's privacy, security, return and guarantee policies. Your correspondence or business dealings with any such third party, including payment for and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You agree that GlobalFit shall not be responsible or liable for any loss, claim or damages of any sort incurred as a result of any dealings with any such third party.

PRIVACY POLICY WHICH WILL APPLY TO GLOBALFIT SUBSCRIBERS

This Privacy Policy applies to website(s) owned and operated by GlobalFit, including fitbucksrewards.com (the "website"). By using the website, you agree, without limitation or qualification, to be bound by this Privacy Policy.

Please note that any personal information (as defined below) that you may disclose in the website public forum areas is not covered by this Privacy Policy. We cannot control use by third parties of the information that you disclose in these areas, including contacting you for unauthorized purposes.

SECURITY

Personal Information you provide will be secured with industry standards and technology. In order to secure your personal information, access to your data on GlobalFit is password-protected, and sensitive data (such as banking information) is protected by SSL encryption when it is exchanged

between your web browser and the GlobalFit website. As effective as any security measure implemented by GlobalFit may be, no security system is impenetrable. To further protect any data you store on our servers we also regularly audit our system for possible vulnerabilities and attacks and we use a tier-one secured-access data center. It is your responsibility to protect the security of your login information. Please note that emails and instant messaging and similar means of communication with other users of GlobalFit are not encrypted and we strongly request you not to communicate any confidential information through these means.

COLLECTION AND USE OF INFORMATION

Collection of non-personal information

Cookies: A "Cookie" is a piece of data temporarily stored on the user's hard drive containing non-Personal Information about the user. The information collected by Cookies: (i) helps us facilitate a user's login authentication and enables session timing; (ii) helps users navigate around the website; (iii) helps us dynamically generate content and advertising on Web pages or in newsletters; (iv) allows us to statistically monitor how many people are using our website and selected clients' and advertisers' sites; (v) how many people open our emails; and (vi) for what purposes these actions are being taken.

Web browsers can be set to reject Cookies. If you reject Cookies you can still use the website, but may not be able to take advantage of certain features, including logging in and using the site as a member. We do not link non-Personal Information from Cookies to your Personal Information except as disclosed in this Policy or with your permission and do not use Cookies to collect or store health-related Personal Information about you.

Please review the privacy policy of other sites you visit or link to from our website to understand how these other sites use Cookies and how they use the information they collect through the use of Cookies or web beacons on their own sites.

IP Addresses: We may collect information about your computer, including (where available) your IP address, operating system and browser type, for system administration and to report aggregate information to third parties, such as advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

Use of non-personal information

We may provide third-parties with non-Personal Information that does not allow you to be identified or contacted, including where such information is combined with similar information of other users of our website. For example, we provide our advertisers and other third parties with aggregate, non-Personal Information about our website users, including the number of unique users who visit our website, the demographic breakdown of the registered users of our website, or the activities that visitors to our website engage in while on our website.

Collection and use of personal information

Personal Information Collection: In order to register or otherwise take advantage of the products and services that we offer on the website, you will have to provide some personal information about yourself ("Personal Information"), potentially including:

- Your name
- A selected username and password
- Email address
- Phone number(s)
- Date of birth
- Mailing address
- Billing and credit card information (if you are making a purchase of goods or services)
- Bank account and routing information (if you elect to be reimbursed via direct deposit)
- Social Security Number (if you elect to be reimbursed via American Express Rewards Card)
- Gender, height, weight and health information
- Activity participation and preferences

Also, as you use our products and services, you will be prompted to enter your exercise information on a regular basis. This will allow us to provide you with feedback on your health and fitness progress over time. In addition, we may link this automatically-collected data to your Personal Information for the purpose of determining your interests and to offer you goods or services that we believe may be of interest to you.

At registration and at various times as you use this website, you will be given the option of receiving recurring informational/promotional newsletters via email from us and/or directly from third parties, in the event that these are offered. These emails will not contain health-related Personal Information. In order to subscribe to such newsletters via email, we need your contact information, such as name and email address. You can unsubscribe from the newsletters by following the directions in any email newsletter.

Providing us with your Personal Information is strictly voluntary and indicates your consent to the uses we describe in this Privacy Policy. You can withdraw your consent at any time. However, if you withdraw your consent to uses that relate to your account and program, we may not be able to continue to provide you with the products and services offered by our website.

Personal Information Protection: The security of your Personal Information is important to us. When you enter your credit card number, bank account information, or Social Security Number on our registration or order forms, that information is encrypted. We follow generally accepted

industry standards to protect the Personal Information submitted to us. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security. We strongly recommend that you never share your password with anyone. Thereafter, we will never ask for your account information and password by e-mail. If you receive such a request, it may be from an individual or group falsely claiming to be an established legitimate enterprise in an attempt to acquire private information.

If you have any questions about security on our website, please email us through the "Help" section of the website.

Disclosure of personal information: We may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries. Except as described in this section, we will not sell, rent or disclose your personally identifying information to third parties without notifying you of our intent to share the information and giving you an opportunity to prevent your information from being shared.

We may disclose your personal information to third parties:

- In the event that we consider that the third parties will be able to offer goods or services related to the site which will be of interest to you.
- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- If we, or substantially all of our assets, are acquired by a third party, personal data held by us about our customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our Terms of Use or Terms of Sale and other agreements; or to protect the rights, property, or safety of GlobalFit, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

Choice/Opt-Out

- Our users are given the opportunity to "opt-out" of having their Personal Information used for purposes not directly related to our website at the point where we ask for the information. For example, our order form will have an "opt-out" mechanism so users who buy a product from us, but don't want any marketing material, can keep their email address off our lists.

Users who no longer wish to receive our newsletters or promotional materials from our partners may opt-out of receiving these communications by following the direction in the applicable newsletter or promotional materials.

CHANGES TO OUR POLICY

Any changes we may make to our Privacy Policy in the future will be posted on this page and, where appropriate, notified to you by e-mail.

We reserve the right to change our Privacy Policy and our Terms of Use at any time. Non-material changes and clarifications will take effect immediately, and material changes will take effect within 30 days of their posting on this site. If we make changes, we will post them and will indicate at the top of this page the policy's new effective date. If we make material changes to this policy, we will notify you here, by email, or through notice on our home page. We encourage you to refer to this policy on an ongoing basis so that you understand our current privacy policy. Unless stated otherwise, our current privacy policy applies to all information that we have about you and your account.

DISCLAIMER FOR PHYSICAL ACTIVITY

Please be advised that there are risks involved in participating in any exercise program. By participating in the GlobalFit Exercise classes, members are assuming all risks of injury that might result. GlobalFit, our instructors, and our third parties shall not be liable for any claims for injuries or damages whatsoever, resulting from or connected with the use of this site. We further disclaim any liability caused by intentional or unintentional negligence.