

Terms

Terms of Service – Heat 3.0 LLC

March 5, 2022

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THIS SERVICE.

These terms of service (“Terms” or “Terms of Service”) govern your relationship with Heat 3.0 (“us”, “we”, or “our”), including, but not limited to, your use of this website, your use of the Heat 3.0 mobile application, your purchase of Heat 3.0 classes, your rights to cancel your purchase of Heat 3.0 classes, your registration for classes, your communication with Heat 3.0, and your use of and attendance at Heat 3.0 LLC's facility.

By accessing or using this website or mobile application, purchasing a class or merchandise, and/or attending our classes (together or collectively the "Service"), you signify that you have read, understand and agree to be bound by these Terms and any other applicable laws, whether or not you are a registered member or user of the Service. These Terms apply to all visitors, users, participants, and others who wish to access or use the Service. If you do not agree to these Terms, please refrain from using the Service.

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. Changes to the Terms shall become effective upon posting to our website and/or mobile application. By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the Terms, you are no longer authorized to use the Service. We encourage you to check the Terms periodically to stay informed of current policies.

Physical Activity

The Service may include programs, features, or classes that promote or include physical activity. Consult with a medical professional before engaging in any physical activity. We are not responsible or liable for any

injuries or any damages sustained that result from your use of, or inability to use, the Service.

Privacy

Please review our Privacy Policy to learn about what information we may collect about you, what we use that information for, and with whom we share that information. The Privacy Policy is incorporated by reference and made part of these Terms. Thus, by agreeing to these Terms, you agree that your use of the Services is governed by our Privacy Policy in effect at the time of your use.

Waiver Agreement

The below waiver of Liability, Release, Acknowledgement of Risk, and Indemnification Agreement (“Waiver Agreement”) is intended to be, and is, legally binding.

If any aspect of this Waiver Agreement requires clarification, please have Heat 3.0 fully explain it before using the Services or participating in any classes at our facility. You and/or the person on whose behalf you are signing, are waiving the right to bring any type of action, whether in court or otherwise, to recover compensation or obtain any other remedy for any personal injuries, damages to property, any accident or incident of any type, or death, arising out of or related to your use of our Services, including but not limited to, Heat 3.0, its facilities, grounds, exercise areas, classes, equipment, whether the use is supervised or unsupervised. While Heat 3.0 offers classes in a controlled environment, there is still an assumed risk of injury to persons using our Services and facility. In agreeing to this Waiver Agreement, I hereby acknowledge, understand, and agree on my behalf, and upon behalf of the person for whom I am signing, that the use of the Services and Heat 3.0, its facilities, equipment, classes and/or participating in activities sponsored by Heat 3.0 have inherent risks. These risks include, but are not limited to, any injury of damage resulting from: Negligence of employees, volunteer assistants, and independent contractors of Heat 3.0. Negligent misuse of the facility or equipment of Heat 3.0; falling off or impacting against impact surface, floors, or anything else; rope abrasion, entanglement or other activities occurring on the

premises; cuts or abrasions resulting from any cause whatsoever; failure of the equipment, whether inside or outside; personal health problems, whether mental or physical; negligence of other visitors, observers or persons who may be present in or around the facility; and/or negligence or lack of adequate training of any person(s) who seek to assist with medical or other help either before or after any injury or damage may occur.

In consideration of being allowed to participate in the Services, activities, classes and programs of Heat 3.0 and to use its facilities, equipment and machinery in addition to the payment of any fee or charge, I, for myself, my heirs and assigns, hereby waive, release, and forever discharge Heat 3.0, and their officers, agents, employees, representatives, executors and all others from any and all, responsibilities or liability from injuries or damages resulting from my participation in the above-mentioned activities. I do hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my use of the Services or my participation in any activities at Heat 3.0 LLC's facility or the use of any equipment at Heat 3.0 LLC's facility.

I understand and I am aware that, fitness, including the use of the facilities equipment, is a potentially hazardous activity. I also understand that fitness activities involve a risk of injury or even death, and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby to expressly assume and accept any and all risks of injury or death.

I do hereby declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of equipment or machinery except as herein stated. I acknowledge that I have either had a physical examination and been given my physician's permission to participate, or that I have decided to participate, in the activity of fitness and the use of the equipment and machinery without the approval of my physician and do hereby assume all responsibility for my participation and activities, and utilization of equipment and machinery in my activities.

If in the subjective opinion of our staff, you would be at physical risk by participating in our classes and using our facilities, you understand and agree that you may be denied access until you provide us with a letter from your medical doctor, at your sole cost and expense, specifically addressing our concerns, which states that our concerns are unsupported.

When you enter our facility, you are entering an area where photography, audio, and video recording may occur. By entering the Heat 3.0 facility premises, you consent to interview(s), photography, audio recording, video recording and its/their release, publication, exhibition, or reproduction to be used for streaming, news, web casts, promotional purposes, telecasts, advertising, inclusion on websites, social media, or any other purpose by Heat 3.0 and its affiliates and representatives. Images, photos and/or videos may be used to promote similar Heat 3.0 classes or in the future. You release Heat 3.0, its parent and subsidiary entities, its officers, independent contractors, its employees, and each and all persons involved from any liability connected with the taking, recording, digitizing, or publication and use of interviews, photographs, computer images, video and/or or sound recordings. By entering the premises, you waive all rights you may have to any claims for payment or royalties in connection with any use, exhibition, streaming, web casting, televising, or other publication of these materials, regardless of the purpose or sponsoring of such use, exhibiting, broadcasting, web casting, or other publication irrespective of whether a fee is charged for admission or for attending classes. You also waive any right to inspect or approve any photo, video, or audio recording taken by Heat 3.0 or any person or entity designated by Heat 3.0 to do so. You have been fully informed of your consent, waiver of liability, and release before entering our facility.

Communications

By creating an Account on the Service, you agree to subscribe to newsletters, marketing, promotional materials, and other information we may send. However, you may opt out of receiving any of these communications from us by following the unsubscribe link or instructions provided in any email we may send.

Subscriptions, Purchases and Reservations

If you wish to subscribe to the Service, purchase any passes for classes at our facility, other products or services made available through the Service, you will be asked to sign-up and create an account on the Service. You may be asked to supply certain information including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information. We will not process charges that use an incorrect, expired, or over-the-limit credit card. If you fail to pay any fees or charges when due, Services or privileges may be suspended or terminated. You shall be responsible and liable for any fees, including attorneys' fees and collection costs, incurred in our efforts to collect any unpaid balances from you.

In order to reserve a class at our facility, you must first buy a single class or a class pack. If you already have an account, login to purchase a class or class pack and reserve your class online. You cannot redeem your classes purchased for cash and you cannot transfer classes to another person. Your credit card will be charged when you purchase a class or class pack, not when you book the class.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any purchase; and (ii) that the information you supply to us is true, correct, and complete. We may employ the use of third party services for the purpose of facilitating payment and the completion of purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy. We reserve the right to refuse or cancel your order at any time for reasons including, but not limited to, product or service availability, errors in the description or price of the product or service, error in your order, or other reasons. We also reserve the right to refuse or cancel your order if fraud or if we suspect an unauthorized or illegal transaction.

Class Expiration

Classes do expire. All classes and class packs expire one year from the date of purchase. If you have questions on class expirations, please email us at info@neoufitness.com and we can assist.

Purchases and Class Registration for Minors

We do not allow minors under the age of 18 to create online accounts nor register or purchase classes online. Please do not attempt to register on our website or mobile application if you are under the age of 18.

Registration and class purchases for minors must be completed in person, at our facility, with a parent or guardian present.

Class Cancellations

In order to cancel a reservation for a class and return it to your account, you must "unreserve" by 5 PM the night prior to the class. Once your spot is cancelled, the class will be returned to your account to be used at a future date; the class is not refunded. If you haven't cancelled your spot by 5 PM the night before, your scheduled class will be charged to your package.

You can cancel your reservation in the following ways:

1. Log into your account and next to the class you wish to cancel, press "cancel."
2. Call Heat 3.0 and request any member of the staff to cancel the class for you.

Purchase Cancellations and Refunds

Subscription purchases and payments for access to our applications are non-refundable. However, You and/or your representative have the right to cancel your purchase of our classes or class packs for use in our facility. In general, you may cancel your purchase of one class or a class pack at any time before midnight of the fifth business day after the date of your purchase, excluding Sundays and holidays. To cancel, you must give us written notice, by mail, e-mail or deliver a signed and dated notice which states that you are canceling your purchase, and send it to hello@feeltheheat.club or Heat 3.0 LLC, 210 N Southport Ave Suite 200, Chicago IL 60614, Attention: REFUND REQUEST. We will refund the

purchase price of your unused classes within ten days after we receive your notice of cancellation.

You may also cancel and request a refund for classes, class packs, contracts and other purchases, for any of the following reasons:

1. If upon a doctor's order, you cannot physically receive the services purchased because of significant physical disability for a period in excess of six months
2. If you die, your estate shall be relieved of any further obligation for payment under the contract not then due and owing
3. If you move your residence more than 25 miles from any health club operated by Heat 3.0 LLC; or
4. If the services cease to be offered as stated in the contract or purchase receipt.

You shall be refunded within 15 days of receipt of such notice of cancellation if you have cancelled for the reasons mentioned above. We are entitled to retain the expenses incurred and the portion of the total price representing the services used or completed, and we may demand the reasonable cost of goods and services which you have consumed or wish to retain after cancellation. In no instance will we demand more than the full contract price. If you executed any credit or loan agreement to pay for all or part of our services, any such negotiable instrument executed by you shall also be returned within 15 days.

Termination

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to, a breach of the Terms.

If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Availability, Errors, and Inaccuracies

We are constantly updating products and service offerings on the Service. We may experience delays in updating information on the Service and in our advertising on other websites. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service. Therefore, we reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Contests, Sweepstakes, and Promotions

Any contests, sweepstakes, or other promotions (collectively, "Promotions") made available through the Service may be governed by rules that are separate from these Terms. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post on or through the Service, including its legality, reliability, and appropriateness.

By posting Content on or through the Service, you represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any

other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of your rights to any Content you submit, post, or display on or through the Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third-party posts on or through the Service. However, by posting Content using the Service you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You agree that this license includes the right for us to make your Content available to other users of the Service, who may also use your Content subject to these Terms.

Heat 3.0 LLC has the right, but not the obligation, to monitor and edit all Content provided by users.

You may use the Content only for your own non-commercial use to participate in the Service. You agree not to change or delete any ownership notices from materials downloaded or printed from the Service. You agree not to modify, copy, translate, broadcast, perform, display, distribute, frame, reproduce, republish, download, display, post, transmit or sell any Intellectual Property or Content appearing on the Service, including any content generated by members or users, without our prior written consent. Nothing in these Terms shall be interpreted as granting any license of intellectual property rights to you.

User or Member Interaction

We are not responsible or liable for any loss or damage resulting from any interaction with other users of the Service, persons you meet through the Service, or persons who find you because of information posted on, by, or through the Service. You agree to take reasonable precautions in all interactions with other users or members of the Service. You are solely responsible for your interactions with other users or members.

Accounts

To use the Services, post Content on the Service and use our facilities, you will be required to create an account with us. You agree to provide accurate and current information about yourself in all registration forms on the Service. The Service is intended for users and members who are at least eighteen (18) years of age. It is a violation of these Terms if anyone under the age of 18 registers for the Service. You represent and warrant that you are 18 years of age or older. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service. For minors under the age of 18, please see the section above titled "Purchases and Class Registration for Minors."

You are responsible for maintaining the confidentiality of your account and password, including, but not limited to, the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately when you become aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use, as a username, any name that is offensive, vulgar, or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

Intellectual Property

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Heat 3.0 LLC and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Heat 3.0 LLC. You have the right to view, electronically copy, and print in hard copy portions of

our website and application for the sole purpose of making class reservations, purchases, or other personal use.

Links to Other Websites

Our Service may contain links to third party websites or services that are not owned or controlled by Heat 3.0 LLC. We have no control over, and assume no responsibility for the content, privacy policies, or practices of any third-party websites or services. We do not warrant the offerings of any of these entities, individuals, or their websites.

You acknowledge and agree that Heat 3.0 LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such third-party websites or services. We strongly advise you to read the terms of service and privacy policies of any third-party web sites or services that you visit.

Indemnification

You agree to defend, indemnify, and hold harmless Heat 3.0 LLC and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses, including but not limited to attorney's fees, resulting from or arising out of (i) your use and access of the Service, by you or any person using your account and password; (ii) a breach of these Terms, or (iii) Content posted on the Service.

Limitation Of Liability

In no event shall Heat 3.0 LLC, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; (iv) your purchase of classes, your rights to cancel your purchase of classes, your registration for classes, your purchase of

merchandise, your communication with Heat 3.0 LLC, and your use of and attendance at Heat 3.0 LLC's facility, and (v) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or course of performance.

Heat 3.0 LLC its subsidiaries, affiliates, and its licensors do not warrant that (i) the Service will function uninterrupted, secure, or available at any particular time or location; (ii) any errors or defects will be corrected; (iii) the Service is free of viruses or other harmful components; or (iv) the results of using the Service will meet your requirements.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Assignment

You may not assign your rights under these Terms to any third party; we may assign our rights under these Terms without condition.

Governing Law

These Terms shall be governed and construed in accordance with the laws of New York, United States, without regard to its conflict of law provisions.

Severability

The parties agree that each provision of these Terms shall be construed as separable and divisible from every other provision and that the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision hereof.

Non-Waiver of Rights

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding the Service, and supersede and replace any prior agreements we might have had regarding the Service.

Internet Access Charges

You are responsible for any costs you incur to access the internet.

Feedback

You further agree that Heat 3.0 and its affiliates are free to use for any purpose whatsoever ideas, know-how, concepts, techniques, comments, criticisms, reports, or other feedback or content or User Content posted in response to, as a supplement to, or in association with any other content available on or in connection with the Services ("Feedback"), whether oral, written or video/multimedia, that you may send to Heat 3.0 or its affiliates. You acknowledge and agree that you have no expectation of compensation or confidentiality of any nature, and that Heat 3.0 has no duties to you, with respect to such Feedback.

Contact Us

If you have any questions about these Terms, please contact us at: hello@feeltheheat.club

Heat 3.0 LLC – PRIVACY POLICY

Thank you for visiting neoufitness.com, including our applications on mobile and connected-television devices, and smart televisions (collectively, the “Services”), a Heat 3.0 LLC (“Heat 3.0”) website. Our primary business address is 420 5th Avenue, New York, NY 10018. Heat 3.0 (“We,” “Our,” “Us” and similar derivatives), accords the highest priority to protecting the privacy of Our users, including you (“You,” “Your,” and similar derivatives).

This Privacy Policy (this “Privacy Policy”) informs You about the nature of the information that We collect and how We use, protect and sometimes disclose such information. Your privacy is important to Us and We know that You care about how We protect Your information, including Your personally identifiable information. This Privacy Policy covers information We collect when You use Our Service, as well the nature of Our relationships with those third parties that provide services either on, through or in connection with the Service.

Please also note that We do not consider any companies that are subsidiaries or parent companies of Heat 3.0 to be “third parties” for purposes of this Privacy Policy. Thus, We also may share information provided with affiliates. Any of these companies may use and further share this information in the same ways We do. However, We will require such affiliates to protect such information in a manner that’s consistent with this Privacy Policy.

Amendments and Updates

This Privacy Policy is subject to amendments, updates and/or changes at any time without any prior notice to You or anyone else. All such modifications shall come into effect immediately upon posting on Our website (“Our Website”) and/or Our applications (collectively, “Our Apps”). You are advised to visit Our Website periodically for the latest on this Privacy Policy.

Privacy of Children

We comply with the principles and provisions of the Children’s Online Privacy Protection Act of 1998 and do not knowingly collect any personally identifiable information from children below the age of thirteen (13) years. If

You are under thirteen (13) years of age, then You are expressly prohibited from using Our Website and/or Our Apps pursuant to Our Terms of Service (“Our Terms of Service”), which is incorporated herein by reference. In the event that We have inadvertently collected any personal information from a child below thirteen (13) years of age, We encourage Our users to bring to Our attention all such instances. We shall take all reasonable steps to delete such information from Our servers.

Collection of Information

We may collect personally identifiable information from You, including, but not limited to, Your name, email address, phone number and postal address, when voluntarily submitted to Us by You. We also may collect other personal information from You, including, but not limited to, Your weight, height and age. In addition, We may access personal information regarding You from other applications on Your mobile phone and/or other mobile device, including, but not limited to, Apple’s Health application and the Google Health application.

We may use third-party analytics tools to analyze Your use of Our Website and/or Our Apps (including without limitation Your session length and what content You view), Your location, Your mobile phone and/or other mobile device information, any crashes and/or glitches relating to Our Website and/or Our Apps, and other use and demographic information. However, We do not rent or sell any of the information that We collect regarding You to third parties.

In order to use Our Website and/or Our Apps, You may be required to submit certain contact information, including, but not limited to, Your name, email address, phone number, shipping and billing addresses and payment information, to Us and/or to Our third party payment processor(s) and/or Our other service providers. Payment information may include Your credit card and/or online check information. We, Our third party payment processors and/or Our other service providers may collect and store Your payment information and transmit Your other contact information. We may store Your contact information and may contact You at any time with future news, advertisements, survey requests and updates, unless You choose to opt out, as described in Section 5.

Opt-In and Opt-Out

We only send news, advertisements, survey requests and updates to individuals who opt-in to receive such information. If You use Our Website and/or Our Apps, then You agree to opt-in to receive this information. If You no longer want to receive such information, then You can change these settings by sending an email to info@neoufitness.com or by following the instructions set forth in any communication that You receive from Us.

You may also receive mail and/or email from Us containing information on new services, products and/or upcoming events. If You do not wish to receive such mail and/or email, then please let Us know by sending an email to hello@feeltheheat.club or by following the instructions set forth in any communication that You receive from Us.

Collection and Use of Non-Personal Information

In addition to the above-mentioned personally identifiable information, when You use Our Website and/or Our Apps, We may also collect certain non-personal information, including, but not limited to, the type of browser used to access Our Website, the Internet Protocol Address (“IP Address”) of Your computer, mobile phone and/or other mobile device, the IP Address of Your Internet Service Provider and Your mobile phone and/or other mobile device information used to access Our Website and/or Our Apps. We may collect this information directly, or use a third party to collect this information on Our behalf. Generally, this information is used to improve the layout and content of Our Website and/or Our Apps, provide You with customized advertisements, analyze Our Website’s and/or Our Apps’ usage and enhance Your overall experience. Except as stated otherwise in this Privacy Policy, all such non-personal information is kept confidential and is not shared with, or sold to, any third party.

Collection and Use of Cookies and Similar Technologies

Cookies are small text files that are placed on the hard disk of Your computer system, mobile phone and/or other mobile device by a webpage server. The cookies (and similar technologies) are employed to determine certain information, such as how You use Our Website and/or Our Apps

and how You use Our services. The cookies are also used to remember the repeat visitors to Our Website without any requirement to login repeatedly while the session is on. Our cookies do not compromise Your privacy or damage Your computer system, mobile phone and/or other mobile device in any manner whatsoever.

Log file information may be automatically reported by Your browser each time that You make a request to access Our Website and/or Our Apps. Log file information can also be provided when the content of Our Website and/or Our Apps is downloaded to Your computer system, mobile phone and/or other mobile device. When You use Our Website and/or Our Apps, Our servers may automatically record certain log file information, including, but not limited to, Your web request, IP address, browser type, referring / exit pages and URLs, number of clicks and how You interact with links on Our Website and/or Our Apps, domain names, landing pages, pages viewed and other similar information.

Third Party Links

Our Website and/or Our Apps may also contain links to third-party websites of promoters, advertisers, affiliates, partners, agents, etc. However, We do not review, control or monitor in any way the privacy practices of such linked third party websites. Therefore, We recommend that You review the policies and procedures of any linked websites before interacting with them.

Disclosure of Information

Our use of Your personal and non-personal information is strictly in accordance with the policies and provisions outlined above, except as it relates to: disclosure to government agencies in response to legal processes, such as subpoenas; any unlawful or unauthorized access to and transmissions of information from Our Website and/or Our Apps; disclosure of any information by You on message boards, public forums, blogs, social networking websites or any other publicly accessible online or offline media; or disclosure of such information as an asset on account of the sale, or partial sale, of Our Website and/or Our Apps to a third party.

Ownership and Use of Posted Information

Any communication or material (including, but not limited to, any information, data, communications, software, photographs, videos, graphics, music, sounds and other materials that can be viewed on a website and/or mobile device) that You transmit to Our Website, Our Apps and/or to Us, whether by email, post or other means, for the purpose of public consumption on the internet, will be treated as non-confidential and non-proprietary. Other users of Our Website and/or Our Apps may be permitted to search for, see, use or share any of Your communications and materials that You make publicly available through Our Website and/or Our Apps. While You retain all rights in such communications and other materials, You grant Us and Our agents and affiliates a non-exclusive, fully-paid, perpetual and worldwide license to copy, distribute, display, perform, publish, translate, adapt, modify and otherwise use as permitted by law such communications and other materials for any commercial or non-commercial purpose regardless of the form or medium (now known, not currently known or not yet devised) in which such communication or material is used. Additional terms relating to transmitted communications or materials are found in Our Terms and Conditions.

Privacy Policy. We will delete the personally identifiable information We have collected and stored upon Your request to info@neoufitness.com.

Storage and Processing of Information

Your information collected by Us may be stored and processed in the United States and/or in any other country in which We and/or Our service providers have facilities. We and/or Our service providers may transfer such information across state and country borders. If You are located in a region with laws governing data collection and use that differ from United States law, then please note that we may transfer information to a region that does not have the same data protection laws. By using Our Website and/or Our Apps, You consent to any such transfers of information.

We use reasonable safeguards to try to keep Your information secure and take reasonable steps to verify Your identity before granting You access to Your user account on Our Website and/or Our Apps. However, We cannot

ensure the security of any information that You transmit to Us or guarantee that such information may not be accessed, disclosed, altered or destroyed.