



1. AGREEMENT BETWEEN YOU AND BOD•Ē PRO INCORPORATED

This Terms of Service (“TOS”) applies to all Bod•ē Pro Incorporated (“Bod•ē Pro”) owned and operated Web Sites. This TOS does not apply to the content of third party websites. In the event that any of the terms, conditions, or notices contained herein conflict with the additional terms or other terms and guidelines contained within any particular Bod•ē Pro site, then these terms shall control.

2. INTENDED AUDIENCE

The material on this website is published by Bod•ē Pro as a service to their respective Influencer and their customers who reside in the United States and its Territories. This site is not intended for access or use outside of these areas. Bod•ē Pro and its Influencers make no claims that the information located on this site is appropriate for all jurisdictions. If you access the materials on this website from outside of the United States or its Territories, you do so at your own risk. You are responsible for compliance with the laws in your respective jurisdiction.

3. PURCHASE AND ENROLLMENT TERMS

You are responsible for providing a valid credit card number or account information with available credit at time of purchase. You represent and warrant that you are an authorized user of the credit card or account information. You are responsible for payment of any applicable federal, state, local and city taxes. You are responsible for payment of shipping and handling charges. Taxes and shipping and handling charges may be included on your order invoice depending on your jurisdiction and what has been ordered.

4. RETURN POLICY

If for any reason a Customer is dissatisfied with any Bod•ē Pro product, he or she may return that product to Bod•ē Pro or the Influencer from whom they purchased the product and request a refund for the amount of the purchase price of the product (less shipping and handling) if requested within 30 days from the date of purchase. The Customer shall pay return shipping and handling charges. Such refunds shall be according to Bod•ē Pro’s Policies and Procedures to which the Influencer agreed (“Policies”). If you cancel your Influencer business you can return marketable products that you purchased within one (1) year of your cancellation for a 100% refund, less shipping and handling. Products are not marketable if they are unusable (shelf life has passed or product has been opened or damaged), or they were sold as seasonal, discontinued, or special promotion products. You must follow the same procedure for other returns, including calling customer service to obtain a return merchandise authorization number (RMA) before shipping the product back.

5. CONFIDENTIALITY

You agree to provide true, accurate, and complete information to Bod•ē Pro or the Influencer when making a purchase. You agree not to resell any merchandise or services you purchase, unless you are a current Influencer. Customers agree to not resell any merchandise or services purchased. You agree to maintain the confidentiality of any identification number, key or password (“Identifiers”) with which you are provided. You agree to immediately notify Bod•ē Pro of any unauthorized use of the above or other breach of security. You are fully responsible for all activities under your Identifiers. Bod•ē Pro is not responsible for any misuse of your account by someone who uses your Identifiers.





6. COPYRIGHT

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7. TRADEMARKS

Bod•ē Pro's intellectual property, including but not limited to Bod•ē Pro[®], the Bod•ē Pro product names and logos, including, but not limited to, Bod•ē Pro[®], Bod•ē Pro Happy[™], Bod•ē Pro Strong[™], Bod•ē Pro Burn[™], all page headers, custom graphics and button icons are service marks, trade names, trademarks and/or trade dress of Bod•ē Pro Incorporated are owned solely and exclusively by Bod•ē Pro Incorporated. There may be other trademarks, product names, company names, logos, service marks, and/or trade dress indicated on the Web site that are the property of their respective owners.

8. LINKS TO THIRD PARTY SITES

Bod•ē Pro may provide, via its websites, links to other third party websites or resources and/or advertisements or other such promotional materials. Because Bod•ē Pro has no control over the content of linked-to sites or the quality of the goods or services offered via these linked to sites, you acknowledge and agree that Bod•ē Pro is not responsible for and in no way guarantees or endorses: (1) the availability of linked-to sites or resources; (2) the accuracy or completeness of any content available at or through the linked-to sites; (3) the goods or services offered via these third-party sites. Accordingly, you acknowledge and agree that Bod•ē Pro shall not be responsible or liable to you in any manner, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on the content of any linked-to website and/or the quality of any goods or services offered by or through any linked to third-party site.

9. MODIFICATION OF THESE TERMS OF SERVICE

Bod•ē Pro reserves the right to change the terms, conditions, and notices under which the Bod•ē Pro websites are offered. You are responsible for regularly reviewing these Terms of Service and additional terms posted on particular websites. Your continued use of the Bod•ē Pro websites constitutes your agreement to all such terms, conditions, and notices.

10. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE BOD•Ē PRO WEBSITES IS AT YOUR SOLE RISK. THE WEBSITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BOD•Ē PRO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. BOD•Ē PRO MAKES NO WARRANTY THAT (i) THE WEBSITE(S) WILL MEET YOUR REQUIREMENTS, (ii) THE WEBSITE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE(S) WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE(S) IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR



LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BOD•Ē PRO OR THROUGH OR FROM THE EMAIL SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

11. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT BOD•Ē PRO SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES RESULTING FROM (i) THE USE OR THE INABILITY TO USE THE WEBSITE(S); (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WEBSITE(S), (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; (v) MISDIRECTED ORDERS OR LOST PROFITS, LOST REGISTRATIONS, LOST GOODWILL, OR LOST OR STOLEN PROGRAMS OR OTHER DATA; OR (vi) ANY OTHER MATTER RELATING TO THE WEBSITES EVEN IF BOD•Ē PRO, ITS EMPLOYEES OR INFLUENCERS THEREOF, ARE ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES, LOSSES OR EXPENSES.

12. GENERAL

- a. Claims for enforcement, breach or violation of duties or rights under these Terms of Service shall be adjudicated under the laws of the State of Arizona, without reference to conflict of laws principles. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Maricopa County, Arizona, U.S.A. in all disputes arising out of or relating to the use of the Bod•ē Pro websites.
- b. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Bod•ē Pro as a result of these Terms of Service or use of the Bod•ē Pro websites.
- c. You agree to indemnify and hold Bod•ē Pro, its parents, subsidiaries, Influencers, officers and employees, and affiliates harmless from any claim, demand, or damage, including reasonable legal fees, asserted by any third party due to or arising out of your use of or conduct on the Bod•ē Pro websites.
- d. Bod•ē Pro reserves the right to disclose any personal information about you or your use of the Bod•ē Pro websites, including its contents, without your prior permission, if Bod•ē Pro has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of Bod•ē Pro or its affiliate companies; (3) enforce the TOS; or (4) act to protect the interests of its Influencers, employees, principals or others.
- e. Bod•ē Pro's performance of under these Terms of Service is subject to existing laws and legal process, and nothing contained in these Terms of Service is in derogation of Bod•ē Pro's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Bod•ē Pro websites or information provided to or gathered by Bod•ē Pro with respect to such use.



- f. If any provision of these Terms of Service is determined to be invalid or unenforceable pursuant to applicable law, such limited portions of the provision that are unenforceable shall be fully severable from these Terms of Service and the remaining terms shall remain in full force and effect and be construed as if such invalid or unenforceable provision never comprised a part hereof. Furthermore, in lieu of such invalid or unenforceable provision there shall be added in its place a provision as similar in its terms to the invalid or unenforceable provisions as may be possible and legal, valid and enforceable.
- g. Unless otherwise specified herein, these Terms of Service and the Privacy Policy constitutes the entire agreement between the user and Bod•ē Pro with respect to the Bod•ē Pro websites and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Bod•ē Pro with respect to the Bod•ē Pro websites.
- h. A printed version of these Terms of Service and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

13. NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT

INFRINGEMENT

It is our policy to expeditiously respond to clear notices of alleged copyright infringement that comply with the United States Digital Millennium Copyright Act (“DMCA”). This policy describes the information that should be present in these notices. It is designed to make submitting notices of alleged infringement to Bod•ē Pro as straightforward as possible while reducing notices received that are fraudulent or difficult to understand or verify. The form of notice specified below is consistent with the form suggested by the DMCA (the text of which can be found at the U.S. Copyright Office Web Site, <http://www.copyright.gov>), but we will respond to notices of this form from other jurisdictions as well.

It is expected that all users of any part of Bod•ē Pro sites will comply with applicable copyright laws. If, however, we receive proper notification of claimed copyright infringement, our response to such notices will include removing or disabling access to material claimed to be the subject of infringing activity, regardless of whether we may be liable for such infringement under United States law or the laws of another jurisdiction.

If we remove or disable access in response to such a notice, we will make a good- faith attempt to contact the owner of the affected content so that they may make a counter notification pursuant to Sections 512(g)(2) and (3) of the DMCA. We may also document notices of alleged infringement on which we act.

INFRINGEMENT NOTIFICATION:

Upon receipt of proper notification of claimed infringement, Bod•ē Pro will follow the procedures outlined herein and in the DMCA.

To file a notice of infringement with Bod•ē Pro, you must provide a written communication (by fax or regular mail) that sets forth the information specified in the list below. Subject to prior written agreement you may not communicate the information specified below by email. Please





note that you will be liable for damages (including costs and attorney's fees) if you materially misrepresent that material is infringing your copyright(s). Accordingly, if you are not sure if you are the proper copyright holder or if copyright laws protect the material of yours, you may want to consult a lawyer.

To expedite our ability to process your request, please use the following format (including section numbers):

- a. Identify with sufficient detail the copyrighted work that you believe has to been infringed. (For example, "The copyrighted work at issue is the "Name of the work" by "name of the author" and abstract number (<http://ssrn.com/abstract=638801>);
- b. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Bod•ē Pro to locate the material;
- c. Information reasonably sufficient to permit Bod•ē Pro to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted;
- d. The following statement: "I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law";
- e. The following statement: "I swear, under penalty of perjury, that the information in the notification is accurate, and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed"; and
- f. Sign the document.
- g. Send the written communication to: Bod•ē Pro:

Legal Department
8132 E. 87th Place
Scottsdale, Arizona 85258

OR fax to:
480-927-8665 Attn: Legal Department

COUNTER NOTIFICATION

The provider of the allegedly infringing content may make a counter notification pursuant to sections 512(g) (2) and (3) of the Digital Millennium Copyright Act.

To file a counter notification with us, you must provide a written communication (by fax or regular mail) that sets forth the information specified in the list below. Subject to prior written agreement you may not communicate the information specified below by email. Please note that you will be liable for damages (including costs and attorneys' fees) if you materially misrepresent that a product or activity is not infringing the copyrights of others. Accordingly, if you are not sure whether certain material infringes the copyrights of others, we suggest that you first contact an attorney.



To expedite our ability to process your request, please use the following format (including section numbers):

- a. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- b. Your name, address, and telephone number;
- c. The following statement: "I consent to the jurisdiction of Federal District Court for the state of Arizona, Maricopa County;
- d. The following statement: "I will accept service of process from [insert the name of the person who submitted the infringement notification] or his/her agent";
- e. The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the affected material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled"; and
- f. Sign the document.
- g. Send the written communication to: Bod•ē Pro:

Legal Department
8132 E. 87th Place
Scottsdale, AZ 85258

OR fax to:
480-927-8665 Attn: Legal Department

- h. Upon receipt of such counter notification, Bod•ē Pro will promptly provide the person who provided the original infringement notification with a copy of the counter notification, and inform that person that Bod•ē Pro will replace the removed material or cease disabling access to it in 10 business days. Bod•ē Pro will replace the removed material and cease disabling access to it not less than 10, nor more than 14, business days following receipt of the counter notice, unless Bod•ē Pro first receives notice from the person who submitted the original infringement notification that such person has filed an action seeking a court order to restrain the subscriber from engaging in infringing activity relating to the material on our system or network.

REPEAT INFRINGERS

In accordance with Section 512(i) (1) (a) of the DMCA, Bod•ē Pro will, in appropriate circumstances, disable and/or terminate the accounts of users who are repeat infringers.