

## **TERMS OF USE**

These Terms of Use (hereinafter, referred to as the “Terms”) for the website <http://lionheartfitnesskids.com> (hereinafter, referred to as the “Website”) constitute a legal agreement between the user (hereinafter, referred to as “user”, “you”, “your”) of the Website and Lionheart Fitness Kids, an American company, having a registered office at 75 W. Washington Blvd., Marina Del Rey, California 90292, the United States (hereinafter, referred to as the “Company”, “LFK”, “us”, “we”, “our”). By using the Website, you agree to be legally bound by these Terms. In case you do not agree with one or more provisions of these Terms, please do not use the Website. You are authorized to use the Website only if you agree to these Terms.

Your use of the Website is also governed by the Privacy Policy available at <http://lionheartfitnesskids.com/privacy> and any other terms and conditions contained elsewhere on the Website. These Terms constitute the entire agreement between you and the Company in relation to your use of the Website and supersede all previous agreements between you and the Company in relation to your use of the Website.

### **1. The Website**

#### **1.1 General information about the Website**

1.1.1 The Website provides two usage and registration options. A user can use the Website and be registered (i) as a parent or a person exercising parental control (hereinafter, individually referred to as a “Parent” and collectively as the “Parents”) looking to enroll his/her child in fitness classes or

(ii) as a company or an individual interested in franchising opportunities with the Company (hereinafter, hereinafter, individually referred to as a “Business” and collectively as the “Businesses”)

1.1.2 The Website allows Parents to:

(i) search for and register their children for fitness classes offered by LFK;

(ii) search and rate LFK certified coaches; and

(iii) search for LFK coaches that provide birthday parties;

(hereinafter, collectively referred to as the “Services”).

1.1.3 The Website allows Businesses to find more information about the LFK franchising process and submit their application for LFK’s franchising.

1.1.4 You must be at least 21 years of age to use the Website. If you are under 21, please do not use the Website.

1.1.5 You are not allowed to register more than one account by using the same email address and your account is not transferrable.

1.1.6 By registering on the Website, you represent and warrant that all information provided by you

to the Company is accurate and up-to-date at the time your account on the Website is being created.

1.1.7 It is your responsibility to assure that the login details used by you to access the Website are kept in a private and secure manner. If you become aware that there is or has been any security breach in relation to your account, please immediately contact the Company.

## **1.2 Parent section**

1.2.1 The Company offers 3 types of LFK programs, namely, programs for: (i) children at the age of 2-3; (ii) children at the age of 3-4; and (iii) children older than the age of 5.

1.2.2 The Parents can register their children for the Services by clicking on the button “Find a class” located on the top right corner of the Website. Information about registration availability will be provided on the basis of the criteria chosen by the Parents (e.g., date, location, age group, class type).

1.2.3 LFK provides you with an opportunity to take a free trial class in your chosen area. If you would like to register for such a class for free, please schedule your free class with the respective coach. Free classes are subject to availability.

1.2.4 Please note that only persons at the age of 21 and older are allowed to register for the Services. Registration for the Services is only permitted if completed by the Parents.

1.2.5 You can register and pay for the Services by: (i) clicking on the button “Enroll Now” located next to your chosen class; (ii) clicking on the button “Checkout”; and (iii) submitting your payment details.

1.2.6 By registering for the Services, you agree to be bound by LFK Parents’ policies that are available at <http://parents.lfkqa.in/policy>. Such policies contain information about payments, refunds, attendance, cancellation, transfers, and other aspects of the Services. Please register for the Services only after carefully reviewing the LFK’s policies.

1.2.7 For more information and details regarding the Services, please check Parents’ FAQ section available at <http://parents.lfkqa.in/parents-faq>.

## **1.3 Business section**

1.3.1 The Company offers coaches a possibility to become certified LFK coaches and start conducting LFK classes after undergoing a special LFK certification program and training (hereinafter, individually referred to as a “Franchisee” and collectively as the “Franchisees”).

1.3.2 If you would like to become a Franchisee through the Website, please (i) choose the option “Become a franchisee” available on the top right corner of the Website, (ii) choose the U.S. state in which you would like to teach LFK classes, (iii) fill out the application form, and (iv) submit the application form to the Company by clicking on the “Register now” button.

1.3.3 In order to become a Franchisee, you will need to meet certain requirements, such as being at least 21 years old, undergoing a training program, successfully passing a background check, carrying personal liability insurance, and paying applicable fees.

1.3.4 The LFK Franchisees need to purchase apparel and equipment as well as pay an initial franchising fee, a fee for a training program, and a monthly enterprise fee (hereinafter, collectively referred to as the “Franchising Costs”).

1.3.3 For more information about certification process, conditions, the Franchising Costs, and the benefits of becoming a certified LFK Franchisee, please visit the franchising FAQ section available at <http://lionheartfitnesskids.com/faq>.

1.3.4 The Franchisees are provided with a possibility to fully manage their accounts, online profiles, and payments through <http://lionheartfitnesskids.com/login>.

## **2. Company's Content**

2.1 Some of the content published on the Website is owned by the Company (hereinafter, referred to as "Company's Content"). Company's Content includes, but is not limited to, images, videos, source code, and text. We would like to inform you that Company's Content is protected by the intellectual property law of the United States and the applicable intellectual property laws. Unless otherwise provided in these Terms, you are not allowed to use Company's Content in any way, including downloading, amending, copying, and distributing Company's Content.

## **3. User Generated-Content and Acceptable Use**

3.1 The Website provides you with the opportunity to publish user-generated content through comments, forum messages, and public profiles (hereinafter, referred to as the "User-Generated Content"). The User-Generated Content may include, for example, comments, text, images, and videos.

3.2 You agree not to use the Website and the Services and not to submit any User-Generated Content in any way that:

- (i) violates any applicable laws;
- (ii) spreads malware (e.g., viruses, worms, Trojan horses);
- (iii) violates intellectual property rights of others;
- (iv) is ethnically, racially, or otherwise objectionable;
- (v) is sexually explicit, libelous, harassing, defamatory, abusive, profane, vulgar, threatening, hateful, obscene;
- (vi) advertises or encourages the use of tobacco or alcohol;
- (vii) advertises or encourages the use of illegal substances;
- (viii) spreads spam or other illegal messaging;
- (ix) directs to other websites; and

(x) promotes products and services not related to LFK.

3.3 We reserve the right, in our sole discretion, to modify, delete or remove any User-Generated Content which violates these Terms.

3.4 By posting your User-Generated Content on the Website, you grant the Company unrestricted, royalty-free, perpetual, and irrevocable rights to use, distribute, adapt, remix, modify, publicly display, publicly perform, excerpt, prepare derivative works of, and reproduce your User-Generated

Content.

3.5 Please note that any User-Generated Content posted by you may become public. Please bear this in mind before making publicly available any personal or sensitive information, including, but not limited to, your contact details.

3.6 If you become aware of any unlawful material or activity on the Website that breaches these Terms, please let us know about such material or activity by contacting the Company. Contact details of the Company are available at Section 19 of these Terms.

#### **4. Newsletter**

4.1 If you prefer, you can subscribe for our newsletter. You can do so by using “Sign up for newsletter” functionality that is available on the Website.

4.2 If you wish to unsubscribe from our newsletter or any other marketing material, please click on the “unsubscribe” link included in any newsletter submitted by the Company to you.

#### **5. Customer support**

5.1 Please feel free to submit your support query to us. You can do this by sending an email to [admin@lionheartfitnesskids.com](mailto:admin@lionheartfitnesskids.com).

5.2 For more information on how to contact us, please check Section 19 of these Terms.

#### **6. A license to use the Website**

6.1 We grant you a personal, revocable, nonexclusive, nontransferable, limited license to use the Website pursuant to these Terms.

6.2 Subject to these Terms, you are allowed to:

- (i) view pages of the Website in a web browser;
- (ii) download pages from the Website for caching in your web browser;
- (iii) print pages from the Website;
- (iv) stream audio and video files from the Website; and
- (v) use the Website by means of a web browser.

#### **7. License restrictions**

7.1 Unless otherwise stated in these Terms, you are not allowed to:

(i) distribute Company's Content and the User-Generated Content;

(ii) copy Company's Content and the User-Generated Content;

(iii) disassemble, make alterations, decompile, reverse engineer, translate, adapt Company's Content and the User-Generated Content; and



- (iv) distribute, rent, loan, use, lease or attempt to grant other rights to Company's Content and the User-Generated Content to third parties.

## **8. Intellectual property**

8.1 All Company's Content, including trademarks, service marks and trade names of the Company, is intellectual property of the Company, its partners, agents, licensors, vendors, and/or other content providers.

## **9. Prices, payments, and**

### **refunds**

#### **9.1 Prices and the Franchise Costs**

9.1.1 The prices of the Services displayed on the Website are in United States Dollars (USD) and include all applicable taxes. The prices remain valid as long as they are indicated on the Website. No additional fees will be charged without your prior consent.

9.1.2 The Franchisee Costs displayed on the Website are in United States Dollars (USD) and include all applicable taxes. The Franchisee Costs remain valid as long as they are indicated on the Website. No additional fees will be charged without your prior consent.

#### **9.2 Payments**

9.2.1 All payments related to the purchases of the Services and the Franchise Fees can be made only online through our third party payment processors, namely, (1) Paypal, Inc. having an address at 2211 North First Street, San Jose, California 95131, the United States of America and (2) Authorize.net LLC having an address at 808E Utah Valley Dr., American Fork, Utah 84003, the United States of America (hereinafter, collectively referred to as the "Third Party Payment Processors"). The official websites of the Third Party Payment Processors are <https://www.paypal.com> and <https://www.authorize.net>.

9.2.2 Please note that LFK and the Franchisees do not accept any payments in cash or checks. If a coach asks you to pay in cash or check for a class, please report this immediately to the Company.

9.2.3 You agree that we shall not be liable if the Third Party Payment Processors decline or refuse your payment.

9.2.4 You agree not to hold the Company liable for payments that do not reach the correct account because you have quoted an incorrect account number or incorrect personal information.

9.2.5 You must not pay, or attempt to make payments through any fraudulent or unlawful means.

9.2.6 The Third Party Payment Processors may collect from you payment information which will allow them to make the payments requested by you. Please note that we neither store nor process your credit/debit card information. The Third Party Payment Processors handle all the steps in the payment process on their websites, including data collection and data processing. Please provide your personal information to the chosen Third Party Payment Processor only after reviewing its privacy policy and understanding what types of personal data will be collected from you by the chosen Third Party Payment Processor. PayPal's privacy policy is available at <https://www.paypal.com/us/webapps/mpp/ua/privacy-full>. Authorize.net's privacy policy is

available at <https://www.authorize.net/company/privacy>.

### **9.3 Refunds**

#### **9.3.1 Refunds of the fees paid by the Parents**

9.3.1.1 The Company does not issue any refunds for non-attendance of a scheduled class. Refunds will apply if the withdrawal of the child is received in writing one week prior to the start of any session. If LFK should find it necessary to de-register a child for any reason, a refund will be issued after deduction for classes already attended. An administration fee of USD 15 will be applied to all refunds issued.

#### **9.3.2 Refunds of initial franchising fees**

9.3.2.1 The initial franchising fee is paid to LFK before commencing the obligatory training program. If the Franchisee is unable or unwilling to complete training, the Company will provide the Franchisee with a refund amounting to fifty percent (50%) of the initial franchise fee.

9.3.2.2 If the Franchisee applying for the LFK franchise fails the background check he/she will be issued a refund of the initial franchising fee paid, minus the cost of the background check and an administration fee of USD 15.

9.3.2.3 Once the background check has been passed, the participant can request a refund if he/she has not taken the online exam and the onsite training is scheduled to commence after more than 18 days. The cost of the background check and an administration fee of USD 49 will be deducted from the refund.

9.3.2.4 If the applicant requests a refund 18 or less days prior the scheduled onsite training, he/she will be charged an administration fee of USD 75.

### **10. Your warranty to the Company**

10.1 You represent and warrant that: (i) you will not use the Website in a way that violates any applicable law; (ii) your age is at least 21 years; (iii) you will use the Website only in accordance with these Terms.

### **11. Privacy**

11.1 By using the Website, you hereby agree and acknowledge that the Company may collect and process your personal information. If you would like to know more about how we collect and process your personal information, please check our Privacy Policy available at <http://lionheartfitnesskids.com/privacy>.

### **12. Availability**

12.1. We put reasonable efforts to ensure that the Website is always available. Nevertheless, we cannot guarantee that the Website would be always available because the availability of the Website may be affected by factors, which we cannot control, e.g., bandwidth problems, equipment failure, or acts of God. We do not accept any responsibility for the unavailability of the Website caused by

such factors.

### **13. Links**

13.1 The Website may contain links to websites owned by third parties. We are not responsible for the content of websites owned by third parties.

### **14. Disclaimer of warranties**

14.1 TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, WE PROVIDE THE WEBSITE ON “AS AVAILABLE”, “AS IS”, AND “WITH ALL FAULTS” BASIS. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE RELIABILITY, SUITABILITY, AND ACCURACY, FOR ANY PURPOSE, OF THE WEBSITE. WE HEREBY DISCLAIM ALL WARRANTIES REGARDING THE WEBSITE AND ITS OPERATION.

### **15. Limitation of liability**

15.1 UNLESS OTHERWISE STATED IN THE APPLICABLE LAW, WE SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, PUNITIVE, SPECIAL OR OTHER RELATED DAMAGES ARISING OUT OR IN CONNECTION WITH THE WEBSITE.

15.2 You agree not to hold the Company liable to you in respect of any losses arising out of any event or events beyond Company’s reasonable control.

### **16. Termination**

16.1 These Terms are in force until terminated.

16.2 We may, at our sole discretion, terminate these Terms at any time by sending you either a message through the Website or an email. In addition, your rights under these Terms will be automatically terminated if you do not comply with any provision of these Terms.

16.3 After the termination of these Terms, all legal rights granted to you pursuant to these Terms will terminate. Upon termination, you shall stop using the Website.

16.4 If the Company believes in its sole discretion that you violate these Terms and it is appropriate, necessary or desirable to address such violation, the Company may:

- (i) send you a formal warning;
- (ii) temporary suspend your account on the Website;

(iii) permanently prohibit the use of your account on the Website;

(iv) delete your account on the Website; and

(v) commence a legal action against you.

16.5 You may stop using the Website at any time and for any reason.

## **17. Governing Law**

17.1 The Terms shall be governed by the laws of the State of California, the United States.

17.2 All disputes arising out of or in connection with these Terms shall be resolved by the courts in the State of California, the United States.

## **18. Amendment of these Terms**

18.1 We reserve the right to amend or modify these Terms from time to time by posting an amended version on the Website or sending you a message if you are a registered user. Your continued use of the Website after posting such an amended version or receiving a message informing you about the amended version will constitute your acknowledgment of the amendments and your consent to abide and be bound by the amended Terms.

## **19. Contact details**

19.1 If you have questions or comments about these Terms, please send an email to [admin@lionheartfitnesskids.com](mailto:admin@lionheartfitnesskids.com).

19.2 Our other contact details are:

### **Lionheart Fitness Kids**

475 W. Washington Blvd.

Marina Del Rey

California 90292

The United States

Tel.: 800 983 3381

## **20. Last amendment**

20.1 These Terms have been last amended on 16th of June 2017.