

# TERMS OF USE AGREEMENT

## 1. Introduction

The WodUp family of websites, applications, and related services (collectively, the “Platform”) are made available to you the user (“you,” “your,” or “User”) by WodRack Ltd., subject to the Terms of Use Agreement and the Privacy Policy (collectively the “Terms”).

This Agreement constitutes the terms and conditions agreed upon between you and WodRack Ltd. to use the Platform. If you do not understand any of the Terms or have any questions, you may contact WodUp at [hello@wodup.com](mailto:hello@wodup.com).

## 2. Acknowledgement of Terms of Use

By accessing and using the Platform, or by creating an account, you acknowledge that you are over the age of eighteen (18) and have read, understood, and voluntarily agree to the Terms. If you are under the legal age to form a binding contract in your jurisdiction, you represent that your legal guardian has reviewed and agreed to these Terms.

WodUp may modify the Terms at any time, and such modifications will be effective upon posting to the Platform, or by other reasonable notice to you. By continuing to use the Platform after changes to the Terms are made, you are expressing your acceptance of those changes.

This Agreement supersedes any prior or subsequent agreements in relation to the subject matter of these Agreements, whether written or oral. Any additional or different terms or conditions in relation to the subject matter of the Agreements in any written or oral communication from you to WodUp are void. You represent that you have not accepted the Agreements or Terms of Use in reliance on any oral or written representation made by WodUp that are not contained herein.

Your account linked to the Platform will also be governed by the agreements, disclosures, and other documents provided to you in connection with the opening of your account. Such documents may be amended periodically. If any inconsistency exists between other documents and this Agreement, then this Agreement shall control to the extent of inconsistency.

### 3. Registration and Accounts

To use the Platform, you must register an account. Upon account registration, you agree to provide true, accurate, current and complete information about yourself. You agree that WodUp may collect and process your personal information for the purposes outlined in the Privacy Policy.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

### 4. Intellectual Property

The WodUp Platform and its original content and functionality are owned by WodRack Ltd., its licensors, or other providers of such material and are protected by international copyright and trademark laws.

All copyright, trademarks, design rights, product and service names, and other intellectual property rights (registered and unregistered) in and on the WodUp Platform belong to WodRack Ltd. and/or third parties (which may include you or other users). Other parties' trademarks and service marks on the Platform are the property of their respective owners. WodUp does not grant the right to license or use any trademark, design right or copyright which it owns or controls except as expressly stated in the Terms.

Neither the name of WodUp nor any of WodUp's logos, trademarks, service marks or copyrighted materials may be used in any way, including in any advertising, hyperlink, publicity or promotional materials of any kind, whether relating to the Platform or otherwise, without WodUp's prior written permission.

Only WodUp customers who actively use the Platform may advertise their use of WodUp on their website or other promotional materials, following WodUp's brand and logo guidelines, available upon request by emailing [hello@wodup.com](mailto:hello@wodup.com).

If you are an owner of intellectual property who believes your intellectual property has been improperly posted or distributed via the Platform, please notify WodUp immediately at [hello@wodup.com](mailto:hello@wodup.com).

## 5. License

The Platform is proprietary to WodUp. Your access to the Platform is licensed and not sold, and is subject to the terms and limitations set forth in this Agreement.

As long as you comply with the Terms, WodUp grants you the right to use its Platform. WodUp agrees to provide you with a personal, non-transferable and non-exclusive account enabling you to access and use the Platform; and a limited, non-transferable, non sublicenseable, and non-exclusive license to use the proprietary software and documentation necessary to access, explore and otherwise use WodUp, or sites powered by WodUp, in real time and in a manner consistent with this Agreement.

## 6. Equipment & Accessibility

You shall be solely responsible for providing, maintaining and ensuring compatibility with the Platform, all hardware, software, electrical and other physical requirements for your use of the Platform, including, without limitation, telecommunications and internet access connections and links, web browsers or other equipment, programs and services required to access and use the Platform.

You acknowledge and agree that from time to time the Platform may be inaccessible or inoperable for any reason, including, without limitation:

- a) Equipment malfunctions.
- b) Periodic maintenance procedures or repairs which WodUp may undertake.
- c) Causes beyond the control of WodUp, or which are not reasonably foreseeable by WodUp.

## 7. Reliance on Information Posted

The information presented on or through the Platform is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other user of the Platform, or by anyone who may be informed of any of its contents.

The Platform may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of WodUp. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

By accepting these Terms of Use, you agree that the use of WodUp Platform alone or in conjunction with third party products, even if used as instructed, is only offered suggestively and cannot result in any liability to WodUp. For example, users given instructions as to the use of a WodUp product or performance of a set of exercises remain liable for any damage or injury to themselves, others, or to the exercise environment.

## 8. User Content

Some areas of the Platform allow you to post information, text, graphics or other materials (“Content” or, when posted by you, “your Content”), and to share your Content with others. “User Content” is any content, materials or information, other than personally identifiable information such as your email, address, or phone number, that you upload or post to, or transmit, display, or distribute by means of the Platform. All User Content is subject to the terms set forth in the company’s Privacy Policy.

You hereby represent and warrant that you own all rights, title and interest in your Content, or are otherwise authorized to grant the rights as needed. Any Content visible to other users may risk being copied, modified, re-shared, or broadcasted, and WodUp is not responsible for this activity.

WodUp reserves the right to access, read, preserve, and disclose any information we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms of Use, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of WodUp, its users and the public.

Your participation in on-line communication occurs in real time and is not edited, censored, or otherwise controlled by WodUp. WodUp is not obligated to prescreen, monitor, edit, or remove any Content provided by you or through the Platform. Notwithstanding the foregoing, WodUp

reserves the right to monitor content on the Platform and to remove content, without notice to you, which WodUp, in its sole discretion, determines to be harmful, offensive, or otherwise in violation of this Agreement. This includes, but is not limited to , content that WodUp determines to be (a) abusive, libelous, defamatory, obscene, or pornographic; (b) fraudulent, deceptive, or misleading; (c) in violation of a copyright or trademark, other intellectual property right of another; or (d) offensive or otherwise unacceptable to WodUp.

Except as described herein, any communication which you post on any public area of WodUp is considered to be non-confidential. By placing any information or other material on such publicly accessible locations on WodUp, you automatically grant (or warrant that the owner of such content has expressly granted) to WodUp a perpetual, royalty-free, non-exclusive, irrevocable, unrestricted, worldwide license to use, copy, sublicense, reproduce, distribute, redistribute, modify, adapt, publish, edit, translate, transmit, create derivative works of, publish and/or broadcast, publicly perform or display any materials or other information you submit to public areas of WodUp alone or as part of other works in any form, media, or technology whether by any means and in any media now known or hereafter developed and to sublicense such rights through multiple tiers of sublicenses, without any liability or payment of any kind to you.

## 9. Payment Terms and Fees

Some services on the Platform require a subscription fee (“Fees”) for the use of the Platform as outlined herein. WodUp expressly reserves the right to change the fees at any time, upon reasonable notice to you. By registering for a WodUp account, you agree to pay WodUp the Fees applicable to the account level chosen. The Fees do not include any payment for telecommunications and computer hardware, software, telecommunications access charges, lines or connections or other equipment and services required to access and use the Platform. All Fees, taxes, and other charges will be billed to your credit card at the current international currency conversion rate. You are responsible for and shall pay WodUp all currency conversion charges, sales, use, value-added, or other tax, duty or levy of any kind, including interest and penalties thereon (collectively, “Taxes”) for the use of the Platform or resulting from this Agreement, whether imposed now or hereinafter by any governmental entity. You agree to promptly pay WodUp in the event of any refusal of your credit card issuer to pay any amount to WodUp for any reason. On any outstanding balance, you agree to pay the costs of collection, including attorney's fees and costs. In the event you fail to pay any amount when due, WodUp may immediately suspend or terminate your access to the Platform.

All purchases through the Platform or other transactions through the Platform or resulting from visits made by you are governed by this Terms of Use. Additional terms and conditions may also apply to specific portions, services or features of the Platform. All such additional terms and conditions are hereby incorporated by reference into these Terms of Use.

Upon subscribing to the Platform, you must designate and provide information about your preferred payment method ("Payment Method"). This information must be complete and accurate, and you are responsible for keeping it up to date. You expressly authorize us to collect the appropriate service fees from your Payment Method.

In case of errors or questions about Bill Payments, you should notify WodUp immediately by email at [hello@wodup.com](mailto:hello@wodup.com).

## 9.1 Free Trials

We sometimes offer free trials of our Platform. A Free Trial provides you access to the Platform for a period of time, with details specified when you sign up for the offer.

You will need to provide us with your preferred Payment Method to continue using the Platform after the Free Trial period. You will not be charged until the Free Trial period ends.

We may send you a reminder when your Free Trial is about to end, but we do not guarantee any such notifications. If no payment method is provided, you may lose access to the Platform.

The rates in effect when you sign up for the Free Trial will be the same when the Free Trial ends, unless we notify you otherwise. We reserve the right, in our absolute discretion, to modify or terminate any Free Trial offer, your access to the Platform during the Free Trial, or any of these terms without notice and with no liability.

## 9.2 Refunds

All purchases are final and non-refundable, except at our sole discretion.

There are no full or partial refunds for termination or cancellation of the services provided by the Platform. If you no longer wish to subscribe to the Platform, it is your responsibility to cancel in due time, regardless of whether or not you actively use the Platform.

## 10. Links

If the Platform contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have not reviewed all of the linked sites, and we have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the WodUp Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

## 11. Disclaimer

You acknowledge that WodUp is not engaged in the practice of medicine, and that all decisions to participate in the activity (physical or otherwise) programmed by you and/or the gym is the exclusive responsibility of your physician, the gym, coach, and athlete. WodUp expressly disclaims any responsibility or liability for any adverse consequences or damages resulting from your use of WodUp, the content published on WodUp, or any information provided through the Platform.

WodUp recommends that you consult a physician before beginning any exercise program or diet. You should understand that participating in any exercise program or diet can result in physical injury, and you agree to do so at your own risk.

The findings and opinions of Coaches, Athletes, Authors, and Personal Trainers expressed on or through the Platform are those of the author and do not necessarily state or reflect those of WodUp.

## 12. Disclaimer of Warranties

WodUp makes no warranty as to the reliability, accuracy, timeliness, usefulness, adequacy, completeness or suitability of the Platform. WodUp cannot and does not warrant against human and machine errors, omissions, delays, interruptions or losses, including loss of data. WodUp does not warrant or guarantee that the functions or services accessed through the Platform will be uninterrupted or error-free or that defects in WodUp will be corrected.

WodUp users are responsible for (1) implementing and maintaining adequate procedures and checkpoints to satisfy their particular requirements for accuracy of data input and output, and (2) maintaining a means external to WodUp for the reconstruction of any lost data.

## 13. Limitation of Liability

Your use of the Platform is solely at your own risk. You expressly acknowledge and agree that WodUp shall not be responsible for any damage, loss, or injury to persons or property caused, or alleged to have been caused, directly or indirectly, by any instruction, information, product, or ideas provided, suggested or referenced on the Platform, or the Content, including, but not limited to:

- (a) errors, mistakes or inaccuracies of content;
- (b) personal injury or property damage resulting from your access to and use of the Platform;
- (c) any unauthorized access to or use of our computer servers and/or any and all personal information stored therein;
- (d) any interruption or cessation of transmission to or from the Platform;
- (e) any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components that may be transmitted to or through the Platform.

To the fullest extent permitted by law, in no event and under no circumstances will WodUp, its Officers, Shareholders, Employees, Agents, Directors, Subsidiaries, Affiliates, Successors, Assignees, Assignors, Suppliers, Licensors, or Vendors, be liable for any direct, indirect, special, incidental, punitive, exemplary or consequential damages, including but not limited to personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, regardless of legal theory, arising out of or in connection with your use, or inability to use, the Platform, any websites linked to it, or any content on the Platform.

## 14. Termination and Cancellation

Membership to WodUp is available on a month-to-month or annual basis, with automatic renewal. You are responsible for all associated renewal fees relating to your WodUp account until you elect to cancel your subscription to WodUp through your WodUp account.

You have the right to terminate your use of the Platform by emailing WodUp at [hello@wodup.com](mailto:hello@wodup.com) with the subject line "MEMBERSHIP CANCELLATION." Cancellations are not retroactive. Cancellations made after a membership month has begun will not be entitled to



a refund for that membership month. Cancellations do not become effective until the starting date of your next billing cycle. A membership month begins on the calendar date when you subscribed to WodUp and concludes on the day before that calendar date the following month.

If you do not pay the fees due for your use of the Platform, WodUp may make reasonable efforts to notify you and resolve the issue; however, we reserve the right to disable or terminate your access to Platform (and may do so without prior notice).

WodUp may terminate a User Account or Gym Account for conduct that we believe violates this Agreement and/or is harmful to other users of the Platform. WodUp will confirm such termination or suspension by subsequent notice.

## 15. Indemnification

To the fullest extent of the laws in Hong Kong, you agree to defend, indemnify and hold harmless WodUp, its parent company WodRack Ltd., subsidiaries, successors-in-interest, predecessors-in-interest, officers, directors, employees and agents from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt and expenses, including but not limited to attorney fees arising from: (1) your use and access to the Platform; (2) your violation of any Terms; (3) your violation of any third-party right, including without limitation any copyright, intellectual property, or privacy right; or (4) any claim that your Content caused damage to a third party, irrespective of whether or not WodUp is claimed or determined to be partially or wholly negligent by any competent Court of Law.

## 16. Arbitration Provision

You agree that any and all claims or disputes arising out of your usage of the Platform are subject to Arbitration pursuant to the laws and regulations of Hong Kong, except for (a) any claims seeking to enforce, protect, or determine the validity or ownership of any intellectual property rights, and (b) any claims related to allegations of theft, piracy or unauthorized use of the WodUp Platform. The place of arbitration shall be Hong Kong, and arbitration shall be governed by the laws of Hong Kong.

## 17. Governing Law

This Agreement and any claims or disputes shall be subject to the laws of Hong Kong. WodUp makes no representation that content or materials on the Platform are appropriate or available for use in jurisdictions outside of Hong Kong. Access to the Platform from jurisdictions where such access is illegal is prohibited. If you choose to access the Platform from other jurisdictions,

you do so on your own initiative and are responsible for compliance with applicable local laws. WodUp is not responsible for any violation of law.

## 18. Severability

The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

## 19. Comments and Concerns

The Platform is operated by WodRack, Ltd. All feedback, comments, requests for technical support, and other communications relating to the Platform should be directed to [hello@wodup.com](mailto:hello@wodup.com).