

*Last Revised: July 19,2019

BMOORE FIT LLC TERMS AND CONDITIONS

OVERVIEW

These Terms and Conditions (“Terms”) govern all use of www.bmoorefit.org (“bmoorefit.org”) also referred to as the “Sites.” These Sites are operated by BMOORE FIT LLC. Throughout this site, the terms “we”, “us”, and “our” as the context may require refer to BMOORE FIT LLC. We offer these Sites, including information, tools and services available from these Sites to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here. By visiting our Sites and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following Terms. By placing an order and purchasing something including without limitation any workout programs, service, (now known as “Products”) and referred to when talking about our Service, you agree to these Terms, the Privacy Policy, other policies and all applicable laws and regulations. Customers in the EU are subject to these Terms, our Privacy Policy, the EU Conditions of Use and the Privacy Shield Framework. These Terms are also for the online sale of goods and services on the Sites. These Terms apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

If any of the Sites services have additional terms and conditions, privacy statements, or other policies (“Separate Terms”) then those Separate Terms shall apply in connection with your use of that Sites service. To the extent there is a direct conflict between the Separate Terms and these Terms, these Terms shall govern. These Terms constitute the complete agreement between you and BMOORE FIT LLC. and supersede all prior communications, representations and agreements, written or oral. If you do not want to be bound by these Terms, do not use the Sites. This document contains very important information regarding your rights and obligations, as well as conditions, limitations, and exclusions that might apply to you. Please read these Terms carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms are considered an offer, acceptance is expressly limited to these Terms.

Bmoorefit.org is primarily an online retailer of fitness and educational programs including with no limitations, workout programs (both in the gym and at home) and services. All of the aforementioned are products solely owned by BMOORE FIT LLC which is ran by Brittany Moore. All product information on bmoorefit.org is provided by us and listed in the descriptions of each program. Upon purchase of the programs, users will have immediate access to the programs on bmoorefit.org when they are logged in to their individual account.

SquareSpace provides the online e-commerce platform that allows us to sell our products and services to you. All product information on bmoorefit.org is provided by us and listed in the descriptions of each product.

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Any new features or tools which are added to the current store shall also be subject to the Terms of Service. BMOORE FIT LLC has the sole right at any time and without prior notice to revise these Terms at any time, in our sole discretion. We will post changes on the Sites and it is your responsibility to review these Terms and any modifications when they occur. Notice of the changes will not be given. The latest version of these Terms will be posted on the Sites, and you should review these Terms before purchasing any product or services that are available through the Sites. Your continued use of the Sites after a posted change in these Terms will constitute your acceptance of and agreement to such changes. These Terms are an integral part of the Website Terms of Use that apply generally to the use of our Sites. You should also carefully review our Privacy Policy before placing an order for products or services through the Sites.

These terms contain a mandatory arbitration of disputes provision that requires the mandatory use of arbitration on an individual basis to resolve disputes: NO jury trials or class action law suits. By placing an order for Products from these Sites, you accept and are bound by these Terms and requirements. Bmoorefit.org reserve the right to suspend or terminate your account and your ability to use the Sites or portions thereof for failure to comply with these Terms or any Separate Terms related to a service, for infringing copyright, or for any other reason.

ALWAYS CONSULT YOUR DOCTOR OR HEALTH CARE PROFESSIONAL BEFORE BEGINNING ANY EXERCISE PROGRAM OR TAKING ANY DIETARY SUPPLEMENT. BRITTANY MOORE IS NOT A DOCTOR OR REGISTERED DIETITIAN. THE CONTENTS OF THESE SITES SHOULD NOT BE TAKEN AS MEDICAL ADVICE AND THE STATEMENTS HAVE NOT BEEN APPROVED BY THE FOOD AND DRUG ADMINISTRATION. OUR PRODUCTS AND SERVICES AND/OR THE INFORMATION PROVIDED VIA THESE SITES ARE NOT INTENDED TO OFFER, AND ARE NO SUBSTITUTE, FOR PROFESSIONAL MEDICAL ADVICE OR TO DIAGNOSE, TREAT, CARE, OR PREVENT ANY MEDICAL CONDITION; NOR IS IT INTENDED TO REPLACE THE ADVICE OF A PHYSICIAN. ALWAYS CONSULT YOUR PHYSICIAN OR QUALIFIED HEALTH PROFESSIONAL ON ANY MATTERS REGARDING YOUR HEALTH AND PREGNANCY (IF APPLICABLE). BY USING OUR SITES, PURCHASING/PARTICIPATING IN OUR PROGRAMS, YOU ARE AGREEING TO ACCEPT FULL RESPONSIBILITY FOR YOUR ACTIONS. IF YOU ARE PREGNANT, YOUR DOCTOR OR HEALTH CARE PROFESSIONAL KNOWS WHAT IS BEST FOR YOUR SPECIFIC CIRCUMSTANCES. PURCHASING OUR PRODUCTS AND PARTICIPATING IN OUR SERVICES ASSUME THAT YOU HAVE THE APPROVAL OF YOUR DOCTOR OR HEALTH CARE PROFESSIONAL, ARE IN GOOD PHYSICAL AND MENTAL HEALTH, AND THAT YOUR PREGNANCY IS WITHOUT RISK FACTORS OR COMPLICATIONS. ALL PRODUCTS SOLD ON BMOOREFIT.ORG OR PRODUCTS THAT ARE EXCHANGED BETWEEN BRITTANY AND YOU ARE THAT OF BRITTANY AND NOT TO BE COPIED, SOLD, OR REDISTRIBUTED WITHOUT CONSENT OF BMOORE FIT LLC.

1. ONLINE STORE TERMS

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By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services. You agree to comply with all applicable laws and regulations regarding your use of the Sites. You may not order or obtain programs or services from these Sites if you 1) Do not agree to these terms 2) you are an individual acting in your individual capacity or as an agent of a person or entity that has authorized you to act on that person's or entity's behalf, 3) you possess the legal right and ability to make a credit card charge on your own behalf or on behalf of such other person or entity, 4) are not the older of a) at least 18 years of age or b) legal age to form a binding contract with BMOORE FIT LLC or c) are prohibited from accessing or using this website or any of this website's contents, goods or services by applicable law.

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

We are not responsible if information made available on these Sites is not accurate, complete or current. The material on these Sites is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on these Sites is at your own risk.

These Sites may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of these Sites at any time, but we have no obligation to update any information on our Sites. You agree that it is your responsibility to monitor changes to our Sites.

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any

2. GENERAL CONDITIONS

3. ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

4. MODIFICATIONS TO THE SERVICE AND PRICES

time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

Certain products or services may be available exclusively online through the Sites. Any products or services purchased on Bmoorefit.org are not eligible for a refund do to the nature of the product and the immediate access to the product. We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected. None of the products offered are intended to diagnose, treat, cure, or prevent any disease.

6. ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit

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or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made on our Sites. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

5. PRODUCTS OR SERVICES (if applicable)

7. PURCHASER/USER AND CONTENT

“You” and “your” refer to you, as a purchaser/user of our Products. A “purchaser/user” is someone who accesses, browses, or in any way uses or purchases our Products. The text, images, photographs, graphics, videos, logos, illustrations, descriptions, data, and other material on the Sites, as well as the selection, assembly, and arrangement thereof, are referred to collectively as the “Content.” The Content may contain errors, omissions, or may be out of date. We may change, delete, or update Content at any time. The Content is provided for

informational purposes only and is not binding on bmoorefit.org

All content, logos, graphics, pages, scripts, and service names included in or made available through any Site are subject to trade dress, trademarks, service marks, and/or copyright law and other laws that protect intellectual property in the U.S. and other countries. Our intellectual property may not be used without our written permission. All other trademarks and service marks not owned by Us that appear in any Site are the property of their respective owners, who may or may not be affiliated with, connected to, or us.

You may view and use the Content for your personal information and for ordering and for no other purpose. We do not grant to you or any person any right to use, reproduce, copy, modify, transmit, display, publish, sell, license, create derivative works, publicly perform, or distribute by any means, method, or process whatsoever, now known or hereafter developed, any of the Content on or transmitted through the Site.

8. USER ACCOUNTS

All services on the Sites may require you to create an account to place an order of a Product and make a purchase. You agree to provide, maintain and update true, accurate, current and complete information about yourself as prompted by our registration processes. You are responsible for maintaining the confidentiality of your account password. You are responsible

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for all activities that occur in connection with your account. You shall not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph. You also agree to promptly notify us at brittanymoorefit014@gmail.com of any unauthorized use of your username, password, other account information, or any other breach of security involving or relating to the Site.

9. OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

Certain content, products and services available via our Service may include materials from third-parties. Third-party links on this site may direct you to third-party websites that may or may not be affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

10. THIRD-PARTY LINKS

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

If, at our request, you send certain specific submissions (for example testimonials or contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, through social media, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward

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to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

13. ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

11. USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

12. PERSONAL INFORMATION

Your submission of personal information through the Sites is governed by our Privacy Policy.

14. PROHIBITED USES

In addition to other prohibitions as set forth in the Terms, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in

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any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

15. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall BMOORE FIT LLC., our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

16. INDEMNIFICATION

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You agree to indemnify, defend and hold harmless BMOORE FIT LLC. and our subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service

providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

17. SEVERABILITY

In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

18. Arbitration

YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THIS USER AGREEMENT, YOUR USE OF THE SERVICES, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNDER THE AMERICAN ARBITRATION ASSOCIATION'S RULES FOR ARBITRATION OF CONSUMER-RELATED DISPUTES AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by this agreement to arbitrate. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. In the event the American Arbitration Association is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either we or you can elect to have the arbitration administered instead by the Judicial Arbitration and Mediation Services. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with this User Agreement.

19. TERMINATION

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The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms are effective unless and until terminated by either you or us. You may terminate these Terms at any time by notifying us that you no longer wish to use our Services, or when you cease using our site. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms, we also may terminate this agreement at any time without notice and you will remain

liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

20. ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. These Terms and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms).

Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.

21. GOVERNING LAW

These Terms and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the State of South Carolina.

22. CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms constitutes acceptance of those changes.

23. CONTACTING US

We value your opinions and suggestions. Please email us with any questions or concerns at brittanymoore014@gmail.com