

Beachbody and Team Beachbody Terms and Conditions of Use For Residents of the United States

Last Updated: April 10, 2017

Beachbody, LLC and its affiliates, subsidiaries and parent companies (collectively, "**Beachbody**", "**us**", "**we**" or "**our**") are pleased to provide you with access to and use of our websites, applications, content, streaming services, products, goods, equipment, services, promotions, software, technology and any other materials (collectively, "**Beachbody Services**") that we may provide.

THE BEACHBODY SERVICES ARE NOT INTENDED FOR ANYONE UNDER THE AGE OF 13. IF YOU ARE 13 TO 17 YEARS OF AGE, YOU MUST ACCESS AND/OR USE ANY BEACHBODY SERVICES ONLY WITH THE INVOLVEMENT OF YOUR PARENT OR GUARDIAN.

1. Contract Between You and Beachbody; Privacy Policy.

These Terms and Conditions of Use ("**Terms**") and our Privacy Policy (available [here](#)) form a legally binding agreement between you and Beachbody, and govern your access and use, and our provision of, the Beachbody Services and any other technology, items or other materials on which these Terms are posted. BY ACCESSING OR USING ANY BEACHBODY SERVICE, YOU AGREE TO BE BOUND AND ABIDE BY THESE TERMS, OUR PRIVACY POLICY AND ANY AMENDMENTS THERETO, AND YOU AGREE YOU ARE AT LEAST 13 YEARS OF AGE. PLEASE READ THESE TERMS CAREFULLY BEFORE USING ANY BEACHBODY SERVICES, ESPECIALLY SINCE THESE TERMS MAY AFFECT YOUR LEGAL RIGHTS, SUCH AS REQUIRING BINDING INDIVIDUAL ARBITRATION, AND LIMITING YOUR RIGHT TO BRING A LAWSUIT OR CLASS ACTION – SEE [SECTION 9](#) BELOW FOR RESOLUTION OF DISPUTES BETWEEN YOU AND BEACHBODY. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY CEASE USE OF ANY BEACHBODY SERVICES.

Supplemental terms and conditions may apply to certain Beachbody Services, such as rules for a particular contest, sweepstakes, competition, or activity, terms and conditions for Beachbody LIVE! Instructors, or terms that may accompany certain content, software or other materials accessible through the Beachbody Services ("**Supplemental Terms**"). Any Supplemental Terms will be disclosed to you in connection with those other activities and will apply and govern specifically over such activities.

Please note that for Team Beachbody Coaches, in the event of any direct conflict between these Terms and the Team Beachbody Coach Policies and Procedures and Compensation Plan (collectively, "**P&P**") to which you agreed at the time you signed up as a Team Beachbody Coach, the P&P will govern and control.

2. Changes to These Terms.

We may in our sole and absolute discretion change these Terms or our Privacy Policy from time to time to comply with laws or to meet our changing business requirements. These revisions shall be effective for new users immediately upon being posted to the Beachbody Services; however, for existing customers, the applicable revisions shall be effective 30 days after posting unless otherwise stated. If you do not agree with any of the changes, you must discontinue using any and all Beachbody Services. By continuing to use any Beachbody Services after any changes are posted, you expressly accept any applicable changes. Please note our employees, customer service representatives, Team Beachbody independent Coach distributors, or other agents are not authorized to modify any provision of these Terms, either verbally or in writing.

3. Beachbody's Intellectual Property; Limited License to Beachbody Services.

A. Ownership.

You acknowledge and agree that the Beachbody Services, and any logos, names, designs, text, graphics, software, content, files, materials, and any other intellectual property rights contained therein, including without limitation any copyrights, patents, trademarks, proprietary or other rights arising therefrom are owned by Beachbody, LLC or its affiliates, licensors or suppliers. Furthermore, you acknowledge and agree that the source and object code of certain Beachbody Services (such as our mobile applications) and the format, directories, queries, algorithms, structure and organization of the same are the intellectual property, proprietary and confidential information of Beachbody and its

affiliates, licensors and suppliers. You expressly agree that you will do nothing inconsistent with Beachbody's ownership of the Beachbody Services, and that you gain no rights, title, or interest in or to any Beachbody Services, except as stated in these Terms or any executed written agreement between you and Beachbody. In addition, except as expressly set forth in these Terms, you are not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or other proprietary right of Beachbody or any third party.

B. Limited License.

For any Beachbody Services which enable you to use any software, content, or other materials owned or licensed by us only after you become validly authorized by us, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the specific Beachbody Services, and any related software, content, or other materials **FOR YOUR PERSONAL, NON-COMMERCIAL USE ONLY.**

C. Restrictions.

You are prohibited from, and expressly agree that you will not: (i) circumvent or disable any content protection system or digital rights management technology used with any Beachbody Services; (ii) decompile, reverse engineer, disassemble or otherwise reduce any Beachbody Services to a human-readable form; (iii) remove identification, copyright or other proprietary notices in or on the Beachbody Services; (iv) access or use any Beachbody Services in an unlawful or unauthorized manner or in a manner that suggests an association with our content, products, services or brands, unless you have an executed agreement with us that allows for such activity; (v) use, alter, copy, modify, store, sell, reproduce, distribute, republish, download, publicly perform, display, post, transmit, create derivative works of, or exploit any Beachbody Services or any part thereof, except as expressly authorized in these Terms or as part of the Beachbody Services provided to you; (vi) introduce a virus or other harmful component, or otherwise tamper with, impair or damage any Beachbody Services or connected network, or interfere with any person or entity's use or enjoyment of any Beachbody Services; (vii) access, monitor, or copy any element of the Beachbody Services using a robot, spider, scraper or other automated means or manual process without our express written permission; or (viii) sell, resell, or make commercial use of the Beachbody Services, unless you have an executed agreement with us that expressly allows for such activity. You may not access or use any Beachbody Service in violation of United States export control and economic sanctions requirements. By accessing or otherwise using any services, content or software through any Beachbody Services, you represent and warrant that: (ix) your access to and use of the Beachbody Services, or any content or software therein, will comply with any and all requirements in these Terms; (x) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a terrorist supporting country, and that you are not listed on any U.S. government list of prohibited or restricted parties; and (xi) you will comply with all applicable local, national, and international laws, rules, regulations and ordinances in connection with your use of any Beachbody Services and our websites.

D. Third Party Services and Content.

Certain Beachbody Services may integrate, be integrated into, or be provided in connection with third-party websites, services, content, and/or materials ("**Third-Party Services**"). We do not review or control any Third-Party Services. We additionally make no claim or representation regarding, and accept no responsibility for, the quality, content, nature, or reliability of Third-Party Services accessible from our websites, apps, software or any other element of the Beachbody Services. There is no implied affiliation, endorsement or adoption by Beachbody of these Third-Party Services and we shall not be responsible for any content provided on or through these Third-Party Services. You should read the terms of use and privacy policies that apply to these Third-Party Services.

Certain opinions, advice, statements, or other information, including without limitation, food, nutrition and exercise data, may be made available by third parties through or in connection with the Beachbody Services ("**Third-Party Content**"). This Third-Party Content belongs to the respective authors or providers of the applicable Third-Party Content and these authors and providers are solely responsible for the Third-Party Content they provide in connection with the Beachbody Services. BEACHBODY DOES NOT: (i) GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY THIRD-PARTY CONTENT ON ANY BEACHBODY SERVICE; OR (ii) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENT MADE BY A THIRD-PARTY as part of any Third-Party Content. UNDER NO CIRCUMSTANCES WILL BEACHBODY BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR RELIANCE ON THIRD-PARTY CONTENT POSTED ON THE BEACHBODY SERVICES OR TRANSMITTED TO OR BY ANY THIRD-PARTY in connection with the beachbody services.

E. App Providers.

If you access any Beachbody Service using an Apple iOS or other third party device, you acknowledge that each of those third party companies, such as Apple Inc. (each, "**App Provider**"), will not be responsible for any damages arising out of the failure of a Beachbody Service to operate as intended.

When accessing any Beachbody Services by or through an App Provider, you acknowledge and agree that: (i) these Terms are concluded between you and Beachbody, and not with the App Provider, and that we are solely responsible for any Beachbody Services (such as mobile applications), and not the App Provider; (ii) the App Provider has no obligation to furnish any maintenance and support services with respect to any Beachbody Services; (iii) in the event

of any failure of the Beachbody Services to conform to any applicable warranty: (a) you may notify the App Provider and the App Provider will refund the purchase price for the Beachbody Services to you (if applicable); (b) to the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation whatsoever with respect to the Beachbody Services; and (c) any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our responsibility; (iv) the App Provider is not responsible for addressing any claims you have or any claims of any third party relating to any Beachbody Services or your possession and use of the Beachbody Services, including without limitation: (d) product liability claims; (e) any claim that the Beachbody Service fails to conform to any applicable legal or regulatory requirement; and (f) claims arising under consumer protection or similar legislation; (v) in the event of any third party claim that the Beachbody Service or your possession and use of the same infringes that third party's intellectual property rights, we will be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms; (vi) the App Provider and its subsidiaries, are third party beneficiaries of these Terms as it relates to your license of the Beachbody Services, and that, upon your acceptance of these Terms, the App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof; and (vii) you must also comply with all applicable third party terms of service when using the Beachbody Services. As also mentioned in these Terms, you represent and warrant that you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a terrorist supporting country, and that you are not listed on any U.S. government list of prohibited or restricted parties.

F. Disclaimer of Warranties.

YOU ACKNOWLEDGE AND AGREE THE BEACHBODY SERVICES, INCLUDING WITHOUT LIMITATION, ANY PRODUCTS, GOODS, SERVICES, WEBSITES, APPLICATIONS, HEALTH AND WELLNESS CONTENT AND ADVICE, AND NUTRITIONAL ADVICE OR INFORMATION ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS, AND WITHOUT PERFORMANCE ASSURANCES OR GUARANTEES OF ANY KIND. WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE BEACHBODY SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WE MAKE NO GUARANTEE OR WARRANTY THAT THE BEACHBODY SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THEY WILL BE UNINTERRUPTED OR ERROR-FREE. WE FURTHER MAKE NO GUARANTEE OR WARRANTY AS TO THE PARTICULAR HEALTH AND WELLNESS GOALS, RESULTS, BENEFITS OR OUTCOMES THAT MAY BE ACHIEVED OR OBTAINED THROUGH USE OF ANY BEACHBODY SERVICES. YOU AGREE TO USE THE BEACHBODY SERVICES AT YOUR SOLE RISK.

YOU WILL NOT HOLD BEACHBODY OR ITS THIRD-PARTY SERVICE PROVIDERS, LICENSORS AND SUPPLIERS, AS APPLICABLE, RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE BEACHBODY SERVICES, INCLUDING WITHOUT LIMITATION ANY LOSS OR DAMAGE TO ANY OF YOUR COMPUTERS OR DATA, AS THE BEACHBODY SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS.

YOU ACKNOWLEDGE THAT WE DO NOT CONTROL ANY ADVERTISEMENTS, PRODUCT DESCRIPTIONS, PRODUCTS, OR CONTENT OFFERED BY THIRD PARTIES ON OR THROUGH OUR WEBSITES, INCLUDING WITHOUT LIMITATION, INFORMATION OR PRODUCTS PROVIDED BY LICENSE TO US FROM THIRD PARTIES. CERTAIN WARRANTIES WITH RESPECT TO PARTICULAR PRODUCTS/SERVICES ACCESSED FOR SALE THROUGH OUR WEBSITES MAY BE AVAILABLE THROUGH MANUFACTURERS' WARRANTIES, THOUGH NOT THROUGH BEACHBODY; PLEASE READ THE WARRANTIES INCLUDED IN THE DOCUMENTATION PROVIDED ALONG WITH THOSE PRODUCTS/SERVICES FOR FURTHER DETAILS. EXCEPT AS OTHERWISE AGREED IN WRITING, WE ASSUME NO RESPONSIBILITY FOR AND MAKE NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY, OR USEFULNESS OF THIRD-PARTY CONTENT, THIRD-PARTY SERVICES, OR THIRD-PARTY PRODUCTS (INCLUDING PRODUCT DESCRIPTIONS) DISTRIBUTED OR MADE AVAILABLE BY THIRD PARTIES THROUGH OUR WEBSITES.

G. Mobile Networks: Texting.

When you access any Beachbody Services through a mobile network, such as one of our mobile applications, or you sign up for our text message programs, your network or roaming provider's messaging, data and other rates and fees may apply. Not all Beachbody Services may work with your network provider or device.

When you sign up to receive text messages from us, you acknowledge and agree you will receive such text messages using an autodialer to the number you provide, and that your consent for us to send you text messages is not a condition of purchasing any Beachbody Services. Not all carriers may be included within our text messaging

programs. You are free to opt-out of receiving text messages from us at any time. Please see any additional instructions provided to you at the time you sign up.

4. Your Content and Account.

A. User Generated Content.

The Beachbody Services may allow you and users of our websites to communicate, submit, upload or otherwise make available text, reviews, stories, images, photos, audio, video, media, chats, personally identifiable information (including health, wellness and nutritional data), feedback about our products and services, or other content ("**User Generated Content**"). User Generated Content that you submit through your Team Beachbody Account or any other Beachbody Services will be stored, maintained and used by Beachbody in accordance with our Privacy Policy. You acknowledge certain types of User Generated Content that you submit, such as chats, photos, reviews, and message board entries, may be accessed and viewed by the public.

You may not submit or upload User Generated Content that Beachbody determines in its sole and absolute discretion is illegal, infringing, false, defamatory, harassing, threatening, bigoted, hateful, violent, vulgar, obscene, pornographic, or otherwise offensive or that harms or can reasonably be expected to harm any person or entity, whether or not such material is protected by law. We have the right, but not the obligation, to monitor, screen, post, remove, modify, store and review User Generated Content or communications you submit, at any time and for any or no reason, including to ensure that the User Generated Content or communication conforms to these Terms, without prior notice to you.

You represent and warrant that your User Generated Content conforms to these Terms and that you own or have the necessary rights and permissions, without the need for payment to any other person or entity, to use and exploit, and to authorize us to use and exploit, your User Generated Content in all manners contemplated by these Terms. You agree to indemnify and hold us and our affiliates and subsidiaries, and each of their respective employees and officers, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against us by any third party arising out of or in connection with our use and exploitation of your User Generated Content. You also agree not to enforce any moral rights, ancillary rights or similar rights in or to the User Generated Content against us or our licensees, distributors, agents, representatives and other authorized users, and agree to procure the same agreement not to enforce from others who may possess such rights.

We will not be responsible or liable to any third party for any User Generated Content. We are not responsible for, and do not endorse or guarantee, the opinions, views, advice or recommendations posted or sent by other users of the Beachbody Services, or any authors, experts, celebrity trainers or otherwise. User Generated Content shall not state or reflect the attitudes and opinions of Beachbody, and any views and opinions expressed on our websites shall not be attributed to or otherwise endorsed by Beachbody. You agree to comply with all applicable local, national, and international laws, rules, regulations and ordinances in connection with your use of any Beachbody Services and our websites.

B. License to Your User Generated Content.

We do not claim ownership to your User Generated Content; however, you grant us a perpetual, fully paid-up, non-exclusive, sublicensable, irrevocable and royalty-free worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights to use, reproduce, transmit, print, publish, publicly display, exhibit, distribute, redistribute, copy, index, comment on, modify, adapt, translate, create derivative works of, publicly perform, make available and otherwise exploit such User Generated Content, in whole or in part, in any and all media and channels now known or hereafter devised (including in connection with the Beachbody Services and on third-party sites and platforms such as Facebook, YouTube and Twitter), in any number of copies and without limit as to time, manner and frequency of use, without further notice to you, with or without attribution, and without the requirement of permission from or payment to you or any other person or entity. This includes without limitation our use of your User Generated Content in connection with any advertising, product packaging, printed publications, presentations, promotional materials, events and associated marketing materials, television and digital commercials, videos, social media websites, or on our websites. We are not, however, obligated to use your User Generated Content.

To the extent that we authorize you to create, post, upload, distribute, publicly display or publicly perform User Generated Content that requires the use of our copyrighted works, we grant you a limited, non-transferable, non-exclusive license to create a derivative work using our copyrighted works as required for the sole purpose of creating the materials, provided that such license shall be conditioned upon your assignment to us of all rights in the work you create. If such rights are not assigned to us, your license to create derivative works using our copyrighted works shall be null and void.

C. Public Forums.

Certain Beachbody Services include public forums, which include without limitation, discussion forums, message boards, blogs, chat rooms or instant messaging features. You acknowledge these public forums are for public and not private communications. You further acknowledge that any User Generated Content you upload, submit, post, transmit, communicate, share or exchange by means of any public forum may be viewed on the Internet by the general public, and therefore, you have no expectation of privacy with regard to any such submission or posting. You are, and shall remain, solely responsible for the User Generated Content you upload, submit, post, transmit, communicate, share or exchange by means of any public forum and for the consequences of submitting or posting same.

D. User Conduct.

You must only use the Beachbody Services for lawful purposes, and you must not use them in a way that infringes the rights of anyone else or that restricts or inhibits anyone else's enjoyment of any Beachbody Services. In using any Beachbody Services, and in particular, our websites, you expressly acknowledge you are prohibited from, and agree that you will not without our prior express written consent:

- i. copy, reproduce, or improperly use or access any content on our websites;
- ii. modify, distribute, or re-post any content on our websites for any purpose; or
- iii. use the content on our websites for any commercial exploitation whatsoever.
- iv. disrupt or interfere with the security of, or otherwise abuse, our websites, or any services, system resources, accounts, servers, or networks connected to or accessible through our websites or affiliated or linked sites;
- v. access content, data or portions of our websites which are not intended for you, or log onto a server or account that you are not authorized to access;
- vi. attempt to probe, scan, or test the vulnerability of the Beachbody Services, including websites, applications, or any associated system or network, or breach security or authentication measures without proper authorization;
- vii. access any Beachbody Services or our websites through any automated means, such as "robots," "spiders," or "offline readers";
- viii. interfere or attempt to interfere with the use of our websites or applications or the Beachbody Services by any other user, host or network, including, without limitation by means of submitting a virus, overloading, "flooding," "spamming," "mail bombing," or "crashing";
- ix. use any data mining, "scraping", web crawling, robots, or similar data gathering and extraction methods on our websites;
- x. harass, "stalk", disrupt or interfere with any other user's enjoyment of our websites or affiliated or linked sites;
- xi. upload, post, or otherwise transmit through or on our websites any viruses or other harmful, disruptive, or destructive files;
- xii. use, frame, or utilize framing techniques to enclose any Beachbody trademark, logo, or other proprietary information (including the images found at our websites, the content of any text, or the layout/design of any page or form contained on a page) without Beachbody's express written consent;
- xiii. use meta tags or any other "hidden text" utilizing a Beachbody name, trademark, or product name without Beachbody's express written consent;
- xiv. deeplink to our websites without Beachbody's express written consent;
- xv. create or use a false identity on our websites, share your account information, or allow any person besides yourself to use your account to access our websites;
- xvi. harvest or otherwise collect information about Beachbody users, including email addresses and phone numbers;
- xvii. download, "rip," or otherwise attempt to obtain unauthorized access to any Beachbody Services, content or other materials; and
- xviii. post any copyrighted material unless the copyright is owned by you.

E. Your Account; Passwords.

Certain Beachbody Services permit or require you to create an account (such as a Team Beachbody or Beachbody OnDemand account) to enjoy additional services and benefits that we provide. You agree to provide and maintain accurate, current and complete information for your accounts, including as applicable, your name, contact, and payment information. You agree not to impersonate or misrepresent your affiliation with any person or entity, including using another person's username, password or other account information, or another person's name or likeness, or if applicable, provide false details for a parent or guardian. You agree that we may take steps to verify the accuracy of information you provide.

We have adopted and implemented a policy that provides for the suspension or termination, in appropriate circumstances and in our sole and absolute discretion, of the accounts of users who violate these Terms, are repeat infringers of copyright, or engage in, encourage or advocate for illegal conduct.

You are responsible for maintaining the confidentiality of your username and password, and you are responsible for all activities under your account that you can reasonably control. You may not share your password or other login information with any person; any use of your account by any person other than yourself is grounds for suspension or termination of your account. You agree to promptly notify us of any unauthorized use of your username, password or other account information, or of any other breach of security that you become aware of involving your account or the Beachbody Services. You agree not to use the account, username or password of any other account holder at any time. Beachbody will not be liable for any loss that you incur as a result of someone else using your password, either with or without your knowledge.

F. Member Public Profiles.

When you create an account with us (such as a Team Beachbody account), you may be asked to provide certain personal information, such as your name and e-mail address. Some of this information may be publicly viewable by others, such as other Beachbody members or account holders.

Beachbody relies on its members to provide current and accurate information, and we do not, and cannot, investigate information contained in member public profiles. Beachbody does not represent, warrant or guarantee the accuracy of public profile information, and hereby disclaims all responsibility or liability for any information provided by members by means of public profiles or otherwise.

You are solely responsible for your interactions with other members. You acknowledge and agree that Beachbody does not (i) screen its members; (ii) inquire into the backgrounds of its members; or (iii) review or verify the statements of its members, including without limitation, information or representations contained in public profiles. Beachbody does not warrant, endorse or guarantee the conduct of its members or their compatibility with you, and you agree to exercise all precautions in your interactions with other members. Like all open forums on the Internet or social media, you should always be careful about what you share in a public forum, and in particular, you should never share your password, social security number or any other personal information.

5. Beachbody's Products/Services; Websites; Orders.

A. Our Guarantee.

Most of our products and services carry a specific money back guarantee, return or exchange policy starting from the date that the product or service is delivered or supplied to you. Please review the information provided with your product/service for specific details.

To return or exchange a product, please call our Customer Service at (800) 470-7870 for a Return Authorization Number and return the product within the required time period specific to your product. Products that come with a money back guarantee will receive a refund of the purchase price, less applicable shipping and handling, unless stated otherwise. In some cases, you may also be responsible for paying to ship any products back to us. We will not be responsible for any loss or damage to returned products that occur in transit. If returned products are lost or damaged in transit, we reserve the right to charge you for, or not refund any amounts attributable to, any such lost or damaged products. Should you experience any difficulty or delay in returning a product and securing the proper refund, please call Customer Service at the number above.

B. Product and Service Descriptions, Price and Other Information.

We have taken reasonable precautions to ensure that all product descriptions, prices and other information shown on our websites are correct and fairly described. However, when ordering products or services through our websites, please note that:

- i. Beachbody reserves the right to not accept any orders if there is a material error in the description of the product or service, or if the price advertised is incorrect;
- ii. Beachbody reserves the right to refuse or discontinue the supply of any product or service to any customer, or change, suspend or discontinue any aspect of our websites at any time in our sole and absolute discretion;
- iii. all prices are displayed in United States Dollars unless expressly indicated otherwise;
- iv. packaging and contents may vary from that shown on our websites;
- v. any weights, dimensions, and capacities shown on our websites are approximate only;
- vi. when you place an order, we estimate the tax applicable to your order and include that estimate in the total for your convenience (the final tax amount will be based on the then-current rate as established by the taxing authority, charged to your payment card, and reflected in the order confirmation and package invoice we provide to you); and

- vii. all items are subject to availability and we will inform you as soon as reasonably possible if any product or service you ordered is not available and whether we may offer you an alternative of equal or higher quality and value.

Please also note that we may be required to change the terms of any products, goods or services that we offer and/or you purchase. This includes without limitation changes to prices, taxes, shipping and handling amounts, specifications, delivery times, and/or package contents. We will provide you with prior notice of any changes, by posting a notice on our websites, sending an e-mail to you at the address you provided at the time of purchase, or by including a notice in any products you receive on an automatic recurring or subscription basis. Beachbody will not incur any obligation as a result of such change. As a valued customer, you are always free to cancel future orders at any time by calling our friendly Customer Service at (800) 470-7870. By continuing to accept products, goods and/or services after we have notified you of a change to any terms, you will be deemed to have accepted the change.

C. Order Processing.

We reserve the right to refuse or cancel any order prior to delivery. Some situations that may result in your order being cancelled include system or typographical errors, inaccuracies in product or pricing information or product availability, fairness among customers where supplies are limited, or problems identified by our credit or fraud departments. We also may require additional verification or information before accepting an order. We will contact you if any portion of your order is cancelled or if additional information is required to accept your order. If your order is cancelled after we have processed your payment but prior to delivery, we will of course refund your payment.

All purchases are subject to applicable shipping and handling, and sales and/or other taxes, which will be applied to your order total. For non-shippable goods, sales and/or other taxes will be calculated based on the billing address provided. For shippable goods, sales and/or other taxes will be calculated based on the shipping address provided. For orders that consist of both shippable and non-shippable goods, sales and/or other taxes will be calculated based on the shipping address provided.

D. Your Personal and Payment Information.

When you provide any information to us for any reason, such as to sign up for an offer, use our mobile applications, or purchase our Beachbody Services, you agree to only provide true, accurate, current, and complete information. By providing any credit card or other payment card information to us, you represent that such payment information is correct, and belongs to you or you have the authority to use such payment card. In the case of e-mail, you must provide an accurate e-mail address that is registered to you. You are responsible for promptly updating your information with any changes, especially to keep your billing information current. You must promptly notify us if your payment card is cancelled (for example, for loss or theft). Changes to such information can be made by contacting Customer Service at (800) 470-7870. To help keep your account current and prevent service interruption, you acknowledge Beachbody may update your payment card information on file when it is set to expire or based on updates it receives from the bank that issues your payment card. You agree that your placement of an electronic order on our websites is sufficient to satisfy any applicable Statute of Frauds, and no further writing is required.

E. Shipping.

We will take commercially reasonable efforts to ship your products within the timeframe we provided to you at the time of purchase. Certain products shipped within the continental United States will in most cases be delivered within 3-6 business days if your product is eligible for express shipping. Packages shipped outside the United States or to Alaska, Hawaii or U.S. territories may take longer and up to 7-21 days. Please see the tracking information provided with your order confirmation for approximate delivery timeframes.

Please note that any timeframes we provide are good faith estimates and may be subject to change. We will take commercially reasonable steps to inform you in writing of any shipping delays that extend beyond the timeframe we provided at the time of purchase. Product availability may be limited in some cases and not available for immediate shipment. In that case, products may be delivered in separate shipments depending on availability. For example, if your purchase included two or more items, we may ship those products which are in stock, and later ship the other products to you when they become available. You are always welcome to call Customer Service at (800) 470-7870 if you wish to cancel or modify your order due to a delay in shipping. We will not be liable beyond refunding your purchase price if there is a delay in delivering your product(s).

Since we are not authorized to sell our products in all jurisdictions, we may reject certain purchases based on the shipping address provided. Please note we reserve the right to set appropriate shipping terms for shipments to certain foreign jurisdictions that are fulfilled from U.S. warehouse locations.

F. IMPORTANT AUTOMATIC RENEWAL AND SUBSCRIPTION-BASED PRODUCTS.

We offer certain products and services on an automatic or subscription basis (also known as Home Direct), so you can enjoy all the benefits of our products or services on a continuous basis. If you choose this option at the time of your purchase, you agree such products/services will automatically renew at the frequency disclosed to you at the time of your initial purchase (i.e., monthly, quarterly or annual basis, etc.). By choosing the Home Direct option, you acknowledge and agree your subscription will automatically renew, and unless you cancel, you authorize us to charge your payment card for the products/services you purchased, plus applicable shipping and handling, and taxes. If you purchased a subscription with a free trial period, you authorize us to charge your payment card when the free trial period ends, unless you cancel your subscription before the free trial period ends, and you will not receive a notice from us that your free trial period has ended. The charges will typically occur on or around the same day of the month as your initial purchase, although some charges may be delayed for business or legal reasons. Physical products will be delivered to the address you provided during your initial purchase. Certain subscription services such as Beachbody OnDemand and Pro Team memberships are not physical products, and thus, are not shippable. Your automatic subscription will continue until you or Beachbody cancel your order. If there are any changes to your subscription terms, such as pricing, frequency, date of charge or any other items, we will take commercially reasonable efforts to inform you in writing of such change. You may modify or cancel your subscription at any time by calling our Customer Service at (800) 470-7870. Any modifications or cancellation of your subscription must be received by us at least three (3) days prior to the next scheduled payment/ship date in order to take effect for that period. If you cancel less than three (3) days prior to the automatic renewal day for your subscription, your subscription will continue as scheduled and your cancellation will take effect in the following period.

G. International Orders.

We do not directly sell certain products in any jurisdiction other than the United States as these products may not be approved for sale in other jurisdictions. While Beachbody may choose to accept orders for the purchase of its products from non-residents of the United States, the acceptance of such orders and the sale of such products will only be based on the following conditions precedent:

- i. you agree that the purchase of any Beachbody products by you, as a non-resident of the United States, shall be (a) ex works Beachbody's facilities in the U.S. per Incoterms 2010, with all title risk and loss in the products passing to you in the U.S. and (b) for your own personal use only and not for further resale or distribution in any manner;
- ii. you agree not to order more than a ninety (90) day supply of any consumable products within any ninety (90) day period;
- iii. you hereby expressly authorize and direct Beachbody to load and ship the purchased products to you to your designated ship to destination, and to contract on your behalf with a common carrier or courier company for that purpose;
- iv. you are the principal importer of record, responsible for ensuring any products can be lawfully imported into your country, and will undertake responsibility for any and all applicable taxes, shipping, customs clearance, duties and import requirements from Beachbody's facilities in the U.S. to your foreign ship to destination; and
- v. the United Nations Convention on the International Sale of Goods shall not apply to any purchase or sale, and Beachbody expressly opts out of such application.

For products shipped outside the United States, please note that some Beachbody Services, including without limitation, exercise programs, content, manuals, instructions and safety warnings may not be localized in destination country languages; and the products, goods, services and accompanying materials may not be designed in accordance with destination country standards, specifications, and labeling requirements. In those cases, you expressly accept those Beachbody Services in the English language and as they are sold in the United States.

H. Beachbody OnDemand.

If you are an active, paid subscriber of Beachbody OnDemand, you will be able to stream a variety of Beachbody exercise programs and gain access to related program materials, such as workout calendars, nutrition guides, and more. No physical goods are shipped as a result of purchases made on or through Beachbody OnDemand, unless otherwise stated. In addition, active, paid subscribers of Beachbody OnDemand may purchase access to premium Beachbody content (also known as a "digital unlock"), which will be available for as long as you are a member of Beachbody OnDemand. Beachbody OnDemand memberships are not transferable and may only be used by the individual who signed up for the account. If you cancel your membership, you will no longer have access to any Beachbody content through Beachbody OnDemand, including any digital unlocks you may have purchased. However, if you become a member again at a later time, all of your content will be available for use, including any digital unlocks you may have purchased.

I. Beachbody's Reservation of Rights.

Beachbody reserves the right to suspend or terminate your interaction with any Beachbody Services for any or no reason in its sole and absolute discretion, including your access, use or purchase of any products, goods or services

that we provide. If you are accessing, using and/or purchasing any Beachbody Services on behalf of a company, you represent you have sufficient authority to bind that company to these Terms.

6. Important Notice About Our Fitness and Nutrition Content.

A. The Beachbody Services Do Not Constitute Medical Advice. Although Beachbody provides its products and services with your health and safety in mind, it is critical that you consult your physician, follow all provided safety and other instructions, and obtain authorization before accessing or using any Beachbody Services, especially if you are prone to injuries, are pregnant or nursing, or have any other unique or special medical conditions. The Beachbody Services are provided for informational purposes only, and are not intended to diagnose any medical condition, replace the advice of a healthcare professional, or provide any medical advice, diagnosis, or treatment. The information made available on or through the Beachbody Services should not be relied upon when making medical decisions. YOUR USE OF ANY BEACHBODY SERVICES DOES NOT CREATE A DOCTOR-PATIENT RELATIONSHIP BETWEEN YOU AND BEACHBODY. Your individual results using Beachbody Services may vary. Exercise and proper diet are necessary to achieve and maintain weight loss and muscle definition. The testimonials featured on our websites may have used more than one Beachbody product or extended the program to achieve their maximum results.

B. Nutrition Information. Certain Beachbody Services, such as nutrition plans provided with our fitness programs and online nutrition database, provide nutrition, food, caloric and other related information designed to help our customers eat healthy to reach their health and wellness goals. While any nutrition information we may provide is designed to safely align with our related exercise regimens, you must consult your physician before beginning any nutrition plan or altering any dietary regimen, especially if you have any unique or special medical needs or conditions, such as food allergies, dietary restrictions or if you are pregnant or breast feeding.

C. Assumption of Risk. You expressly acknowledge and agree that your access, use and/or involvement with any Beachbody Services may involve potentially dangerous and physical activities that may lead to personal and/or bodily injury, death, loss of services, loss of consortium, or damage to or loss of property or privacy. You hereby acknowledge and willingly accept these risks and agree to unconditionally release and hold harmless Beachbody from and against all claims, suits, causes of action, costs, expenses or liability arising out of or related to your access, use and/or involvement with any Beachbody Services.

7. Piracy.

Counterfeit products hurt us all. While it causes immeasurable harm on a global basis—such as funding terrorism and organized crime, causing identity theft, and contributing to lost business and jobs—it also significantly harms companies, governments, and consumers. Beachbody® is a victim of this problem and suffers from the illegal stealing, manufacturing, importing and selling of counterfeit Beachbody products. Although we are waging the war against counterfeit products, we need your help! If you ever learn of any counterfeit activity, please let us know by sending an email to AntiPiracy@Beachbody.com.

8. Copyright Policy and Copyright Agent.

It is Beachbody's policy to respect the copyright and other intellectual property rights of others. Beachbody may remove content from its websites or other properties that appears to infringe the copyright or other intellectual property rights, including moral rights, of others. In addition, Beachbody may terminate access by users who appear to infringe the copyright or other intellectual property rights of others. Further, Beachbody complies with the Digital Millennium Copyright Act.

If you believe that content available on or through the online Beachbody Services, or accessible via links posted on online Beachbody Services, infringes your copyright, you or your authorized agent may submit a notification to us, as set forth in this policy. Please send a notification including all of the information described below ("**Notification**") to our copyright agent by mail or e-mail using the contact information provided below.

You may be held liable for damages and attorneys' fees if you make any material misrepresentations in a Notification. Therefore, if you are not sure whether content located on or accessible via a link posted on the online Beachbody Services infringes your copyright, you should contact an attorney.

A Notification must include the following:

- A. Identification of the copyright claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single Notification, a representative list of works.
- B. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit us to locate the material (preferably a link to the material).
- C. Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.

- D. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the rights owner, its agent, or the law.
- E. The physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- F. A statement that the information in the Notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please direct Notifications via email to: DMCA@Beachbody.com, or by mail to:

Beachbody, LLC
3301 Exposition Blvd.
Santa Monica, CA 90404
Attn.: Chief Legal Officer

Upon receipt of a substantially compliant Notification regarding an alleged copyright violation, we will respond expeditiously to remove, or disable access to, the material that is claimed to be infringing. We will also terminate in appropriate circumstances users who are repeat infringers

9. DISPUTES, BINDING INDIVIDUAL ARBITRATION, AND WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS.

A. Disputes. The terms of this Section shall apply to all Disputes between you and Beachbody. For the purposes of this Section, "Dispute" shall mean any dispute, claim, or action between you and Beachbody arising under or relating to any Beachbody Services, Beachbody's websites, these Terms, or any other transaction involving you and Beachbody, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis, and shall be interpreted to be given the broadest meaning allowable under law. **YOU AND BEACHBODY AGREE THAT "DISPUTE" AS DEFINED IN THESE TERMS SHALL NOT INCLUDE ANY CLAIM OR CAUSE OF ACTION BY YOU OR BEACHBODY FOR (i) TRADE SECRET MISAPPROPRIATION, (ii) PATENT INFRINGEMENT, (iii) COPYRIGHT INFRINGEMENT OR MISUSE, AND (iv) TRADEMARK INFRINGEMENT OR DILUTION. Moreover, notwithstanding anything else in these Terms, you agree that a court, not the arbitrator, may decide if a claim falls within one of these four exceptions.**

B. Binding Arbitration. You and Beachbody further agree: (i) to arbitrate all Disputes between the parties pursuant to the provisions in these Terms; (ii) these Terms memorialize a transaction in interstate commerce; (iii) the Federal Arbitration Act (9 U.S.C. §1, et seq.) governs the interpretation and enforcement of this Section; and (iv) this Section shall survive termination of these Terms. **ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JUDGE OR JURY IN A COURT PROCEEDING AND YOUR GROUNDS FOR APPEAL ARE LIMITED.** The arbitrator may award you the same damages as a court sitting in proper jurisdiction could, and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. In addition, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. The decision of the arbitrator shall be final and enforceable by any court with jurisdiction over the parties.

C. Small Claims Court. Notwithstanding the foregoing, you may bring an individual action in the small claims court of your state or municipality if the action is within that court's jurisdiction and is pending only in that court.

D. Dispute Notice. In the event of a Dispute, you or Beachbody must first send to the other party a notice of the Dispute that shall include a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the Dispute, and the relief requested (the "**Dispute Notice**"). The Dispute Notice to Beachbody must be addressed to: Beachbody, LLC, 3301 Exposition Blvd., Santa Monica, CA 90404, U.S.A., Attn.: Chief Legal Officer (the "**Beachbody Notice Address**"). The Dispute Notice to you will be sent by certified mail to the most recent address we have on file or otherwise in our records for you. If Beachbody and you do not reach an agreement to resolve the Dispute within sixty (60) days after the Dispute Notice is received, you or Beachbody may commence an arbitration proceeding pursuant to this Section. Following submission and receipt of the Dispute Notice, each of us agrees to act in good faith to seek to resolve the Dispute before commencing arbitration.

E. **WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS. YOU AND BEACHBODY AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING WITHOUT LIMITATION FEDERAL OR STATE CLASS ACTIONS, OR CLASS ARBITRATIONS. ACCORDINGLY, UNDER THE ARBITRATION PROCEDURES OUTLINED IN THIS SECTION, AN ARBITRATOR SHALL NOT COMBINE OR CONSOLIDATE MORE THAN ONE PARTY'S CLAIMS WITHOUT THE WRITTEN CONSENT OF ALL AFFECTED PARTIES TO AN ARBITRATION PROCEEDING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU AND BEACHBODY AGREE THAT NO DISPUTE SHALL PROCEED BY WAY OF CLASS ARBITRATION WITHOUT THE WRITTEN CONSENT OF ALL AFFECTED PARTIES.**

F. Arbitration Procedure. If a party elects to commence arbitration, the arbitration shall be governed by the rules of JAMS that are in effect at the time the arbitration is initiated (the "JAMS Rules"), available at <http://www.jamsadr.com> or by calling 1-800-352-5267, and under the rules set forth in these Terms, except that JAMS may not administer any

multiple claimant or class arbitration, as the parties agree that the arbitration shall be limited to the resolution only of individual claims. If there is a conflict between the JAMS Rules and the rules set forth in these Terms, the rules set forth in these Terms shall govern. You may, in arbitration, seek any and all remedies otherwise available to you pursuant to federal, state, or local laws. All Disputes shall be resolved by a single neutral arbitrator, and both parties shall have a reasonable opportunity to participate in the selection of the arbitrator. The arbitrator is bound by the terms of these Terms. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to, any claim that all or any part of these Terms is void or voidable. Notwithstanding this broad delegation of authority to the arbitrator, a court may determine the limited question of whether a claim or cause of action is for (i) trade secret misappropriation, (ii) patent infringement, (iii) copyright infringement or misuse, or (iv) trademark infringement or dilution, which are excluded from the definition of "Disputes" as stated above. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. You may choose to engage in arbitration hearings by telephone. Arbitration hearings not conducted by telephone shall take place in a location reasonably accessible from your primary residence, or in Los Angeles County, California, at your option.

G. Initiation of Arbitration Proceeding. If either you or Beachbody decide to arbitrate a Dispute, we agree to the following procedure:

- i. Write a Demand for Arbitration. The demand must include a description of the Dispute and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at <http://www.jamsadr.com> ("Demand for Arbitration").
- ii. Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to:
JAMS
707 Wilshire Blvd
46th Floor
Los Angeles, CA 90017, U.S.A.
- iii. Send one copy of the Demand for Arbitration to the other party at the same address as the Dispute Notice, or as otherwise agreed to by the parties.

H. Hearing Format. In all hearing formats, the arbitrator shall issue a written decision that explains the essential findings and conclusions on which an award, if any, is based. During the arbitration, the amount of any settlement offer made by Beachbody or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Beachbody is entitled. The discovery or exchange of non-privileged information relevant to the Dispute may be allowed during the arbitration.

I. Arbitration Fees. Beachbody shall pay, or (if applicable) reimburse you for, all JAMS filing, administration, and arbitrator fees for any arbitration commenced (by you or Beachbody) pursuant to provisions of these Terms.

J. Opt-out. You may elect to opt-out (exclude yourself) from the final, binding individual arbitration procedure and waiver of class and representative proceedings specified in these Terms by sending a written letter to the Beachbody Notice Address within thirty (30) days of your assent to these Terms (including the purchase of any Beachbody Service or use of our websites) that specifies: (i) your name; (ii) your mailing address; and (iii) your request to be excluded from the final, binding individual arbitration procedure and waiver of class and representative proceedings specified in this Section. In the event that you opt-out consistent with the procedure set forth above, all other terms shall continue to apply, including the requirement to provide notice prior to arbitration.

K. Amendments to this Section. Notwithstanding any provision in these Terms to the contrary, you and Beachbody agree that if Beachbody makes any future amendments to the dispute resolution procedure and class action waiver provisions (other than a change to Beachbody's address) in these Terms, Beachbody will notify you and you will have thirty (30) days from the date of notice to affirmatively opt-out of any such amendments. If you affirmatively opt-out of any future amendments, you are agreeing that you will arbitrate any Dispute between us in accordance with the language of this Section as stated in these current Terms, without any of the proposed amendments governing. If you do not affirmatively opt-out of any future amendments, you will be deemed to have consented to any such future amendments.

L. Severability. If any provision in this Section is found to be unenforceable, that provision shall be severed with the remainder of these Terms remaining in full force and effect. The foregoing shall not apply to the prohibition against class or representative actions; if the prohibition against class or representative actions is found to be unenforceable, this entire Section shall be null and void. The terms of this Section shall otherwise survive any termination of these Terms.

M. Exclusive Venue for Other Controversies. Beachbody and you agree that any controversy excluded from the dispute resolution procedure and class action waiver provisions in this Section (other than an individual action filed in small claims court) shall be filed only in the Superior Court of Los Angeles County, California, or the United States District Court for the Central District of California, and each party hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts for any such controversy.

10. Indemnification; Limitation of Liability.

A. Indemnification. You agree to indemnify and hold Beachbody, its parents, subsidiaries, affiliates, shareholders, officers, directors, employees, agents, and suppliers harmless from and against any claim, action, demand, loss, suit, or damages (including attorneys' fees) made or incurred by any third party arising out of or relating to your improper use of any Beachbody Services, your violation of these Terms, or your violation of any rights of a third party.

B. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BEACHBODY OR ITS SERVICE PROVIDERS, LICENSORS OR SUPPLIERS BE LIABLE FOR SPECIAL, COMPENSATORY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, LOST PROFITS, LOST DATA OR CONFIDENTIAL OR OTHER INFORMATION, LOSS OF PRIVACY, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, FAILURE TO MEET ANY DUTY INCLUDING WITHOUT LIMITATION OF GOOD FAITH OR OF REASONABLE CARE, NEGLIGENCE, OR OTHERWISE, REGARDLESS OF THE FORESEEABILITY AND/OR IF WE WERE ADVISED OF SUCH DAMAGES OR OF ANY ADVICE OR NOTICE GIVEN TO BEACHBODY OR ITS SERVICE PROVIDERS, LICENSORS AND SUPPLIERS ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF ANY BEACHBODY SERVICES. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION. ADDITIONALLY, THE MAXIMUM LIABILITY OF BEACHBODY AND ITS SERVICE PROVIDERS, LICENSORS AND SUPPLIERS TO YOU UNDER ALL CIRCUMSTANCES WILL BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU IN THE LAST NINETY (90) DAYS TO BEACHBODY FOR ANY BEACHBODY SERVICES. YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK AND IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN BEACHBODY AND YOU. THE BEACHBODY SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. BEACHBODY WILL NOT BE LIABLE FOR FAILURE TO PERFORM ANY OBLIGATION UNDER THESE TERMS IF SUCH FAILURE IS CAUSED BY THE OCCURRENCE OF ANY UNFORESEEN CIRCUMSTANCE BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET OUTAGES, COMMUNICATIONS OUTAGES, FIRE, FLOOD, OR WAR.

11. Miscellaneous.

A. Governing Law. You agree that the laws of the state of California, without regard to principles of conflict of laws, will exclusively govern these Terms and Conditions and any Dispute between you and Beachbody. As the Beachbody Services are controlled by Beachbody from California, California law will apply regardless of your residence or the location where you use Beachbody Services.

B. Submissions and Unsolicited Ideas Policies. Beachbody is constantly developing new products, from fitness, to healthy supplements, to online applications, and more. Although we typically develop programs internally, we understand some people may be interested in submitting their ideas for possible development and marketing within the Beachbody business model. Please note only those programs, products and ideas which promise to uphold, if not improve, on our standards and reputation for premium and innovative products may be considered for our brand portfolio. Since we are constantly working on dozens of new projects at any one time, and also provided with many overlapping ideas by individuals outside Beachbody, we cannot sign non-disclosure agreements to review any submissions or for follow up conversations, or promise that any ideas or products you submit are not already being developed by us. In connection with anything you submit to us – whether or not solicited by us – you agree that creative ideas, suggestions or other materials you submit are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and us in any way, and that you have no expectation of review, compensation or consideration of any type. If you agree with these Terms and believe your new product, program or idea will fit within our exclusive brand portfolio, you may send your ideas, product samples, training videos, or program demonstration submissions by following the instructions at www.BeachbodySubmissions.com.

C. International Users. Our websites are controlled, operated, and administered by Beachbody from its offices within the United States of America. Beachbody makes no representation or warranty that the materials contained within our websites are appropriate or available for use at other locations outside of the United States, and access to them from territories where the contents or products available through the websites are illegal is prohibited. You may not use the websites or export the content or products in violation of U.S. export laws and regulations. If you access our websites from a location outside of the United States, you are responsible for compliance with any and all local laws, rules, regulations and ordinances.

D. Notices. All notices required or permitted to be given under these Terms must be in writing. Beachbody may provide you notice by sending you an e-mail to the address on file with us, which you agree electronically satisfies any legal requirement that such notice be in writing. YOU BEAR THE SOLE RESPONSIBILITY OF ENSURING THAT YOUR E-MAIL ADDRESS ON FILE WITH BEACHBODY IS ACCURATE AND CURRENT, AND NOTICE TO YOU SHALL BE DEEMED EFFECTIVE UPON THE SENDING BY BEACHBODY OF AN EMAIL TO THAT ADDRESS. You shall give any notice to Beachbody by means of U.S. mail, postage prepaid, to Beachbody, LLC, 3301 Exposition Blvd., Santa Monica, CA 90404, Attn: Legal Department. Such notice to Beachbody shall be effective upon receipt of notice by Beachbody.

E. Severability. If any provision of these Terms (except for Section 9), or a part thereof, shall be unlawful, void or for any reason unenforceable, then that provision or part thereof shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions or parts thereof.

F. Termination. Notwithstanding anything to the contrary in these Terms, Beachbody reserves the right, without notice and in its sole and absolute discretion, for any reason or no reason, to terminate your access and use of any Beachbody Services, including to block or prevent your access and use of any of our websites. You agree that Beachbody shall not be liable for any termination of your access and/or use of our websites.

G. No Third Party Beneficiaries. Except as set forth in these Terms, only you and Beachbody may enforce these Terms; no third party shall be entitled to enforce these Terms.

H. Survival. The provisions of these Terms which by their nature should survive the termination of these Terms shall survive such termination.

I. Waiver. No waiver of any provision of these Terms by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Any waiver must be in writing signed by the Chief Legal Officer of Beachbody in order to be effective.

J. Assignment. Beachbody may assign these Terms to any person or entity at any time, for any reason, with or without notice to you.

K. Amendments; Entire Agreement. These Terms may not be amended unless in a signed writing by an executive (Vice President or above in title) of Beachbody. These Terms constitute the final, exclusive and complete agreement between you and Beachbody regarding the subject matter hereof and supersede all agreements, communications and course of dealings between you and Beachbody.

L. Language. It is the express intent of the parties that these Terms and all related documents have been written in English.