

Beachbody and Team Beachbody Terms and Conditions of Use

For Residents Outside the United States and Canada

Last Updated: January 30, 2017

Beachbody UK Ltd. 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, 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 16. If you are under 16 years of age, you must access and/or use any Beachbody Services only with the involvement of your parent or guardian. Please note your personal information will be protected in accordance with our Privacy Policy which you can review by clicking [here](#).

Certain purchases that you make on our websites may be completed by or through our authorised reseller (“**Reseller**”). In those cases, any personal information that you provide during checkout will be retained by the Reseller and the Reseller will charge your payment card for our goods, services, or digital content. With respect to the purchase only, you are forming a legally binding contract with the Reseller. We will notify you of the name of the Reseller and present their terms and conditions and privacy policy for your review before you complete your purchase. It is important that you read and understand the Reseller’s terms and conditions and privacy policy before completing your purchase.

Notwithstanding your purchase of any Beachbody Services from a Reseller, these Terms and our privacy policy will apply to your access to and use of any Beachbody Services. In the event of any conflict between these Terms and those of our Reseller in respect of the purchase and sale of goods, services or digital content only, our Reseller’s terms and conditions will apply and take precedence. In all other circumstances, these Terms will apply and take precedence.

The Beachbody Services are not intended for anyone under the age of 16. If you are under 16 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.

Please note that this contract is formed between you and Beachbody UK Ltd., a company established in the United Kingdom. Our company registration number is 9251106 and our registered office is at the UK address listed at the end of these Terms. Our registered VAT number is 252 2916 15.

These Terms and Conditions of Use (“**Terms**” or “**contract**”) 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. These Terms tell you who we are, how we will provide products and services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms, please contact us to discuss. By accessing or using any Beachbody Services, you agree to be bound and abide by these Terms. Please read these Terms carefully before using any Beachbody Services. 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 revise these Terms from time to time in the following circumstances:

- A. Changes in relevant laws and regulatory requirements;
- B. As a result of changes, limitations or restrictions imposed by our partners or service providers;
- C. As required by our contractual obligations to third parties;
- D. As the result of changes we've made to the Beachbody Services we offer; and
- E. Any other circumstances to be explicitly set out.

If we have to revise these Terms, we will give you at least one month's written notice of any changes to these Terms before they take effect. Upon the date such changes do take effect, Beachbody will post the amended Terms on our websites. In the event you are unhappy with any amendments to these Terms, you can choose to cancel these Terms in accordance with the Termination Section of this Agreement (see below). Where this means a change in the total price of the Beachbody Services you enjoy, we will notify you of the amended price in writing or by phone or e-mail. You can choose to cancel the order for such Beachbody Services in accordance with the Termination Section (see below) in these circumstances. Please note our employees, customer service representatives, Team Beachbody independent Coach distributors, or other agents are not authorised to modify any provision of these Terms, either verbally or in writing.

3. **Beachbody's Intellectual Property; Limited Licence to Beachbody Services.**

A. Ownership.

We are the owner or licensee of the Beachbody Services. This means that any logos, names, designs, text, graphics, software, content, files, materials, and any other intellectual property rights relating to these (such as copyright) belong to or are licensed to Beachbody, LLC or our affiliates, licensors or suppliers. In particular, please note that we are the owner or licensee of the source and object code of certain Beachbody Services (such as our mobile applications) and the format, directories, queries, algorithms, structure and organisation of these is our intellectual property, proprietary information or confidential information. You 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 unless we agree otherwise in writing with you. In addition, except as expressly set forth in these Terms, you are not conveyed any right or license in any other form, including under any patent, trademark, copyright, or other proprietary right of Beachbody or any third party.

B. Limited Licence.

If you purchase or we grant you access to any part of the Beachbody Services which is comprised of software, content, or other materials owned or licensed by us you acknowledge that: (i) all intellectual property rights in the Beachbody Services and the Beachbody websites anywhere in the world belong to us or our licensors; (ii) rights in the Beachbody Services or the Beachbody websites are licensed (not sold) to you; and (iii) you have no rights in, or to, the Beachbody Services or the Beachbody websites other than the right to use each of them in accordance with the provisions of these Terms and we grant you a limited licence which Beachbody can terminate. This licence is not exclusive to you and you may not grant or transfer this right or licence to any third party. You may access and use the specific Beachbody Services, and any related software, content, or other materials only for your personal, non-commercial use during the duration of the contract between us.

C. Restrictions.

For any Beachbody Services you may use or access, you promise not to: (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, except as is permitted by applicable European Law (as amended) or to the extent we provide express written consent; (iii) remove, modify or obscure identification, copyright or other proprietary notices in or on the Beachbody Services; (iv) access or use any Beachbody Services in an unlawful or unauthorised manner or in a manner that suggests an association with our content, products, services or brands, unless we have explicitly given you permission to do so; (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 (in whole or in part) except as expressly authorised 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; (viii) sell, resell, or make commercial use of the Beachbody Services, unless we have given you our express written permission; or (ix) violate these Terms or any law in respect of your access and/or use of any Beachbody Services.

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. These Third-Party Services belong to the respective providers of the applicable Third-Party Services and providers are solely responsible for the Third-Party Services they provide in connection with the Beachbody Services. For those reasons, we cannot accept responsibility for or guarantee the quality, content, nature, or reliability of any Third-Party 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.

Even though the providers of the Third-Party Content and Third-Party Services are solely responsible for the content and services they provide to you, we are interested in hearing about the quality of the Third-Party Content or Third-Party Services you receive, so if you are having problems with or have any complaints relating to any Third-Party Content or Third-Party Services, please contact us using the email address provided in these Terms.

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, an “**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 understand 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 notified to you at the time of using an App Provider's service to access the relevant Beachbody Services. You promise 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. Product Guarantees and Your Legal Rights.

We are under a legal duty to supply products that are in conformity with your contract with us and nothing in these Terms will affect your legal rights. Depending on your jurisdiction, you may have additional rights depending on what Beachbody Services you have selected if the

Beachbody Services are unsatisfactory. For example, if your Beachbody Services provided to you contains any goods or products, you may be entitled to get a repair or replacement for faulty or misdescribed goods during a certain number of days from your date of purchase.

Advice about your legal rights is available from your free local legal advice centres in your country of residence. For example, if you are in England then you can contact the Citizens Advice Bureau for more information

As mentioned above, we do not control any Third-Party Services or Third-Party Content provided through the Beachbody Services. Certain warranties with respect to particular Third-Party Services or Third-Party Content may be available through such third party materials and information, though not through Beachbody; please read the warranties included in the documentation provided along with those third party products/services for further details.

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. We will provide you with additional disclosures and instructions, and seek your consent to send you text messages at the time you sign up. We will also inform you in those disclosures and via text message on how to opt-out of receiving text messages. Alternatively, please see our Privacy Policy (available by clicking the link above) for more information on opting-out of any marketing communications you have signed up for.

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 (available by clicking the link above).

You may not submit or upload User Generated Content that could be considered to be or 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 to remove User Generated Content or communications you submit, at any time and for any reason.

You promise that your User Generated Content does not violate these Terms; (ii) does not breach any of the rules set out in these Terms; (iii) and that you own or have the rights to provide it to Beachbody for our use. You further authorise us to use your User Generated Content as contemplated by these Terms. You also waive and promise 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 authorised users.

We will not be responsible or liable if your User Generated Content results in any claim by or damage to any third party. 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 endorsed by Beachbody.

B. License to Your User Generated Content.

We do not claim ownership to your User Generated Content; however please note that by posting uploading or submitting your User Generated Content you grant us the right to use, store, reproduce, transmit, print, publish, publicly display, exhibit, distribute, redistribute, copy, index, comment on, modify, adapt, translate, create derivative works of, publicly perform, and make available your User Generated Content forever in any and all media and channels now known or later devised without notice or payment to you. For example, we may use your User Generated Content as we see fit in connection with advertising, commercials, product packaging, printed publications, presentations, promotional materials, events and associated marketing materials, websites and social media websites (such as Facebook, Instagram, YouTube and Twitter). We are not, however, obligated to use your User Generated Content.

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. 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 you should therefore have no expectation of privacy with regard to any such submission or posting. You are 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, the Beachbody websites, you agree that you will not do any of the following without our prior 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;
- 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 authorised 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 authorisation;
 - 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 utilise 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" utilising 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 unauthorised 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 account) to enjoy additional services and benefits that we provide. It is your responsibility to provide and maintain accurate, current and complete information for your accounts, including as applicable, your name, contact, and payment information. You promise 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. We reserve the right to 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 breach or do not comply with 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 must 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 must promptly notify us of any unauthorised 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. Unless caused by Beachbody or our negligence, Beachbody will not be liable for any loss that you incur as a result of someone else using your password or accessing your account on the Beachbody websites.

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. Please note that some of this information may be publicly viewable by others, such as other Beachbody members or account holders.

You are solely responsible for your interactions with other members or users of the Beachbody websites. Since we have a large audience and many members accessing our Beachbody Services and websites, please note that Beachbody cannot: (i) screen its members; (ii) inquire into the backgrounds of its members; or (iii) review or verify the statements of its members, including any information contained in member public profiles. Beachbody does not endorse the conduct of its members 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, these Terms and

the Statutory Cancellation Right for E.U. consumers below, and any terms and conditions provided by our Reseller which you may access on the website used to purchase the product/service through the Reseller.

To return, cancel or exchange a product that you purchased from us, please call our Customer Service at +44 (0)121 620 8111 for a Return Authorisation Number and return the product within the required time period specific to your product. To return, cancel or exchange a product that you purchased from a Reseller, please call our Reseller whose information will be displayed on our websites. Products that come with a money back guarantee will receive a refund of the purchase price. In some cases, you may also be responsible for paying to ship any products back to us.

If you end the contract after products have been dispatched to you and, because we cannot recall them, they are delivered to you, you must return them to us. If you are ending the contract because we have told you of an upcoming change to the product or these Terms, an error in pricing or description, a delay in delivery due to events outside our control or because you are exercising your legal rights to end the contract because of something we have done wrong, then we will pay the costs of return. In all other circumstances you must pay the costs of return. 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 +44 (0)121 620 8111.

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 the Beachbody websites or those of our Reseller are correct and fairly described. However, when ordering products or services through our websites, please note that:

- i. Beachbody reserves the right to refuse or discontinue the supply of any Beachbody Service, or change, suspend or discontinue any aspect of the Beachbody websites at any time;
- ii. packaging and contents may vary from that shown on the Beachbody websites or those of our Reseller;
- iii. any weights, dimensions, and capacities shown on the Beachbody websites are approximate only;
- iv. when you place an order, we estimate the tax applicable to your order and include that estimate in the total for your convenience (the actual tax amount will be based on the then-current rate as provided to us by the taxing authorities, charged to your payment card, and reflected in the order confirmation and package invoice we provide to you); and
- v. 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.

If you purchased a Beachbody Service through our Reseller, your payment will be processed by the Reseller or their nominated payment processor. Please see their terms and conditions which we will present to you before you purchase for more information. You must contact our Reseller for any payment related inquiries.

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 may include changes to prices, taxes, shipping and handling amounts, specifications, delivery times, and/or package contents. If this happens, we will of course 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. You are always free to reject any such changes and cancel future orders at any time by calling our friendly Customer Service at +44 (0)121 620 8111 without any obligation. However, if you continue to accept products, goods and/or services after we have notified you of a change to any terms, we will consider that you have accepted the change.

The DVDs contained within our products are formatted for NTSC and encoded Region 0 (PAL compatible/Region Free).

Regarding pricing for any Beachbody Service, it is always possible that, despite our best efforts, some of the Beachbody Services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will if possible charge the lower amount. If the Beachbody Service's correct price at your order date is higher than the price stated on our websites, we will if possible contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.

We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

C. Order Processing.

Please note that some situations may result in your order being cancelled, which 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 or other relevant criteria. 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 any 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. If you are receiving Beachbody Services on a recurring or

subscription basis, 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 Beachbody Customer Service at +44 (0)121 620 8111, or if you purchased any Beachbody Service through a Reseller, please contact the Reseller whose information will be displayed on the website you used to purchase the Beachbody Service. 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.

E. Shipping.

We will take commercially reasonable efforts to ship your products within the timeframe we provided to you at the time of purchase. If we did not specify a delivery period at the time of your purchase, then we will ensure to deliver any purchased products to you without undue delay and within 30 days of the date on which your order was accepted. 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 although we will endeavor to deliver any products within 30 days, subject to reasonable limitations. 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 +44 (0)121 620 8111 if you wish to cancel or modify your order due to a delay in shipping.

Since we are not authorised to sell our products in all jurisdictions, we may reject certain purchases based on the shipping address provided.

F. Statutory Cancellation Right for Customers Within the European Union

In addition to the money back guarantees offered above, customers residing within the European Union also enjoy a statutory right to cancel their order. Unless one of the exceptions listed below applies, if you live in a country within the European Union, you may cancel your purchase without giving any reason within 14 days from: (i) with respect to physical products purchased, the date on which you receive the product (or for a purchase of multiple products, the day on which you received the last product); or (ii) with respect to services purchased, the date on which the purchase is made.

Exceptions: The right of cancellation described in this section does not apply if:

- 1) after delivery, you unseal sealed products which are unsuitable for return due to health protection or hygienic reasons;
- 2) after delivery, you unseal sealed products containing software programs or audio or video recordings (such as DVDs and CDs);
- 3) the products or services purchased have been customised to your specifications or are clearly personalised;
- 4) the products purchased are liable to deteriorate or expire rapidly; or

5) we fully perform a purchased service within the cancellation period and you agreed at the time you made your purchase by accepting these Terms that you would lose your right to cancel once the provision of the service had started.

If you are entitled to cancel your purchase pursuant to the paragraphs above, you must inform us of your decision to cancel before the 14-day period expires. You may inform us of your decision to cancel by: (y) contacting us via the Customer Service phone number at +44 (0)121 620 8111 (which is the easiest and fastest method to receive your refund); or (z) completing and sending us the online web cancellation form by post or e-mail which can be found on the TeamBeachbody.co.uk website. If you choose to cancel using the online web cancellation form, then we will send you an acknowledgement of receipt.

If you validly cancel your purchase of any products, we will take all commercially reasonable steps to reimburse all payments received from you for such products (including standard delivery costs (if applicable), but excluding additional costs for expedited delivery options and other additional expenses that you may choose), no later than 14 days following the day we receive the returned products or proof of postage from you evidencing that you have sent the products back within such time, whichever is earlier. If you validly cancel your purchase of any services, we will reimburse you for all payments received for such services minus a proportionate deduction for the value of the service you received or enjoyed before cancellation takes place, no later than 14 days following the day on which we are notified by you of your decision to cancel. Unless you inform us otherwise, we will issue the reimbursement to the same means of payment that was used for the initial purchase.

Where you are returning products pursuant to a cancellation, you must return such products at your own risk following the instructions above within 14 days following the date on which you notify us of your decision to cancel. You will bear the sole direct costs of returning the products and will be responsible for the safety and security of the products until they are returned. You may be liable for, and we may deduct from any refund due to you, any diminution to the value of the returned products caused by your handling of the products, except to the extent reasonably necessary to ascertain the characteristics, functions or nature of the products.

You agree that we may start providing any purchased services to you immediately following conclusion of the purchase. If the service is capable of being fully performed within the cancellation period described in this Statutory Cancellation Right section, then you acknowledge that, once such service has been fully performed, you will be unable to cancel the purchase in accordance with this Section.

Please note that by purchasing digital content or purchasing a subscription to one of our Beachbody Services that involves digital content (for example, streamed training sessions on a Beachbody website), you will no longer have the right to cancel your purchase under the EU Consumer Rights Directive once we start to supply you with the digital content, but only if you agreed to this during purchase.

These cancellation rights do not affect your legal rights. If you require any advice on your legal rights, you can refer to www.adviceguide.org.uk.

G. 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 authorise us or, if applicable, our Reseller 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 authorise us or, if applicable, our Reseller 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 +44 (0)121 620 8111. 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.

H. International Orders.

The Beachbody Services are not available for sale in all jurisdictions. We do not directly sell certain Beachbody Services in any jurisdiction other than the United Kingdom, as these products may not be approved for sale in other jurisdictions. However, Beachbody may choose to accept orders for the purchase of Beachbody Services from non-residents of the United Kingdom. In those cases, please note that certain Beachbody Services may not be available in your local language. The particular languages which are available for the Beachbody Services you wish to purchase will be communicated to you on the relevant product page.

I. Beachbody's Reservation of Rights.

Beachbody reserves the right to suspend or terminate your interaction with any Beachbody Services for the following reasons: (i) any violation by you of these Terms; (ii) any act of fraud, negligence or misconduct on your part; (iii) any regulatory action, court order or law requiring such termination; or (iv) anything outside our control or a force majeure event. 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 authorisation 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.

7. **Piracy.**

Counterfeit products hurt us all. While it causes immeasurable harm on a global basis—such as funding terrorism and organised 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.co.uk.

8. **Copyright Policy and Illegal Content.**

Rights Under the U.S. D.M.C.A and in Relation to Copyright Generally: 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 and the E-Commerce Directive and associated legislation in the European Union.

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 authorised agent may submit a notification to us, as set out below. 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, absent a good faith mistake. 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.

Your 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 authorised by the rights owner, its agent, or the law.

E. The physical or electronic signature of a person authorised 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 authorised 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

Rights under the E.U. E-Commerce Directive: If you believe in good faith that any content on the Beachbody Services or the Beachbody websites is illegal or infringes your or a third party's right (excluding copyright infringement which is dealt with in accordance with the procedures directly above) or you wish to make us aware of any other illegal or infringing acts which relate to the Beachbody Services or the Beachbody websites (for example, illegal or infringing behaviour of any other user) then you may also contact us. This could include, for example, if you become aware of:

A. Trade mark infringement;

B. Defamatory comments or remarks; or

C. A breach of your rights in relation to privacy or personal data.

Any notice must be provided by e-mail to DMCA@Beachbody.com and must contain:

D. a detailed description of the infringing or illegal material or activity including why it is infringing or illegal;

E. a detailed description specifying the location of the material that you claim is infringing or illegal (if applicable); and

F. your name, address, telephone number and e-mail address.

Beachbody takes any complaints or allegations seriously and has a policy that once it does become aware of any illicit content, it acts expeditiously to remove or disable access to it if necessary

9. **Dispute Resolution; Applicable Law; Venue.**

A. For Citizens Within The European Economic Area:

i. Alternative Dispute Resolution. If a dispute arises between you and Beachbody, we encourage you to first contact our Customer Support at +44 (0)121 620 8111 to seek to resolve the dispute. We may consider reasonable requests to resolve the dispute through "alternative dispute resolution", such as mediation or arbitration, as an alternative to litigation. This is sometimes known as "ADR". ADR is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, please note that disputes may be submitted to the European Commission Online Dispute Resolution platform by clicking this link: <http://ec.europa.eu/odr>.

ii. Applicable Law; Venue. If you are a consumer and a resident of any country in the European Economic Area, you agree these Terms shall be governed by English law. However, where English law provides a lower degree of consumer protection than the laws of your country of residence, the consumer protection laws of your country shall prevail. We both agree to submit to the non-exclusive jurisdiction of the English Courts, which means that you may bring a claim to enforce your consumer protection rights in connection with these Terms in England or in the EU country in which you live and in your own language. A local consumer advice organisation will be able to advise you of your rights.

B. For Citizens Outside the European Economic Area, the United States and Canada:

These Terms shall be governed and interpreted in accordance with the laws of the State of California (without regard to the choice of law or conflicts of law principles). In the event of a dispute arising out of or in any way relating to these Terms, jurisdiction and venue shall be proper in the state or federal courts of the State of California, County of Los Angeles, and only in those courts. The parties irrevocably waive any objections or defenses based on lack of personal jurisdiction, improper venue, or forum non-conveniens.

10. **Limitation of Liability.**

If Beachbody fails to comply with these Terms, Beachbody is responsible for loss or damage you suffer that is a foreseeable result of Beachbody's breach of these Terms or as a result of Beachbody's negligence, but Beachbody is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Beachbody at the time we entered into these Terms.

Beachbody only provides the Beachbody Services, and associated products and services made available by Beachbody and its affiliates via the Beachbody websites, for your use thereof for domestic and private use. You agree not to use our websites and associated products and services made available by Beachbody and its affiliates for any commercial, business or re-sale purpose, and Beachbody and its affiliates have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Beachbody and its affiliates do not exclude or limit in any way its liability for:

- A. Death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- B. As a result of our gross negligence;
- C. Fraud or fraudulent misrepresentation;
- D. Breach of the terms implied by applicable Consumer Protection Legislation in your country of residence (to the extent they can't be excluded by law); and
- E. Defective products under applicable Consumer Protection Legislation in your country of residence (to the extent they can't be excluded by law).

11. Miscellaneous.

A. 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.

B. International Users. Our websites are controlled, operated, and administered by Beachbody from its offices within the United States of America. As such, we are subject to a range of export and trade restrictions and we reserve the right to restrict your access to the Beachbody Services and Beachbody websites to only countries which are not subject to sanctions or export controls of the United Kingdom and the United States of America without liability to you. We further reserve the right to refuse access to the Beachbody websites or the provision of the Beachbody Services in the event that you become the target of export control laws and regulations or trade sanctions of the European Union and the United States of America (for example, your identification as a Specially Designated National by the United States of America Department of the Treasury or as a Designated Person by the United Kingdom Her Majesty's Treasury). You must not access the Beachbody Websites or use the Beachbody Services if you are directly or indirectly (for example, on the basis of where you are located) subject to export control laws and regulations or trade sanctions of the European Union or the United States of America.

C. 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. It is important that you keep this email address up to date; otherwise you may miss important information from us regarding the website, your account or the products. You can give any notice to Beachbody either by means of (i) postal

mail, to Beachbody UK Ltd., LLC at the U.S. address listed at the end of these Terms; Attn: Legal Department (ii) e-mail to the address at the bottom of these Terms with Attn: Legal Department in the subject line. Such notice to Beachbody shall be effective upon receipt of notice by Beachbody.

D. Severability. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, illegal or unenforceable, the remaining paragraphs will remain in full force and effect.

E. Termination.

In addition to our other rights to terminate as set out in these Terms, we may terminate the contract with you under these Terms at any time by writing to you if:

- i. You do not make any payment to us or our Reseller when it is due;
- ii. You do not, within a reasonable time of us asking for it, provide us or our Reseller with information that is reasonably necessary for us to provide the Beachbody Services;
- iii. You do not, within a reasonable time, allow us or our Reseller to deliver the products to you or collect them from us;
- iv. If you breach any provision of these Terms or applicable law; or
- v. For any other reason as we may reasonably determine in good faith warrants termination.

If we end the contract in the situations set out above, we or our Reseller (as applicable) will refund any money you have paid in advance for Beachbody Services we have not yet provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract with us as compensation for the net costs we or our Reseller (as applicable) will incur as a result of your breaking the contract.

We may write you to let you know that we are going to stop providing you with a Beachbody Service. We will let you know at least thirty days in advance of our stopping the supply of the Beachbody Service and will refund any sums you have paid in advance for products which will not be provided.

F. Suspension. We may have to suspend the supply of Beachbody Services to:

- i. Deal with technical problems or make minor technical changes;
- ii. Revise, update or modify the Beachbody Services to reflect changes in relevant laws and regulatory requirements;
- iii. Make changes to the Beachbody Services as requested by you or notified by us to you; or

iv. If we are forced to for business, technical, legal or regulatory reasons.

We will attempt to contact you in advance to tell you we will be suspending supply of the Beachbody Services, unless the problem is urgent or an emergency. If we have to suspend part or whole of the Beachbody Services for longer than ninety consecutive days, we may adjust the price so that you do not pay for any affected Beachbody Services while they are suspended.

G. No Third Party Beneficiaries. Except as set out in these Terms, only you and Beachbody may enforce these Terms as this contract is between you and us; no other 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. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not take action, but we continue to provide the Beachbody Services, we can still require you to make the payment at a later date.

J. Assignment. Beachbody may assign these Terms to any person or entity at any time. We will endeavor to tell you by posting a notice on our website or otherwise if this happens and we will attempt to ensure that the transfer will not affect your rights under these Terms. If you are unhappy with the transfer, you may contact us to terminate these Terms within thirty days of us telling you about it and we will refund you any payments you have made in advance for products not yet provided. You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.

Contact details:

UK address

Beachbody UK Ltd.
Harpenden Hall, Southdown Road,
Harpenden, Hertfordshire
AL5 1TE, UK

U.S. address

3301 Exposition Blvd.
Santa Monica, California 90404
U.S.A.

E-mail: CustomerService@Beachbody.co.uk

Phone: +44(0)800 183 0166