

STRANCE TERMS OF SERVICE

Last Updated: July 24, 2023

PLEASE READ THIS LEGAL DOCUMENT CAREFULLY. STRANCE CORPORATION. “STRANCE”, “we,” or “us”) provides an online fitness community and related products, services, content, and features through STRANCE websites, such as those for our studio, support, boutique, and local country pages (the “STRANCE Site(s)”), the interfaces on tablets connected to STRANCE fitness equipment (such as the STRANCE SMART GLOVES, STRANCE’s fitness studios, and through mobile, desktop, or device applications (including iOS and Android applications (“Apps”)) and STRANCE-controlled social media pages (including on Facebook, Instagram, Spotify, and Twitter). To make these Terms of Service (the “Terms”) easier to read, the STRANCE Sites and Apps, along with the STRANCE tablet and studio interfaces and STRANCE-controlled social media pages, are collectively called the “STRANCE Service” or “the Services.” By registering as a member or by visiting, browsing, or using the STRANCE Service in any way, and having your usual residence in the US or Canada, you (as a “user”) accept and agree to be bound by these Terms, which form a binding agreement between you and STRANCE.

PLEASE READ: THESE TERMS CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER (SECTION 20). READ CAREFULLY, INCLUDING YOUR RIGHT, IF APPLICABLE, TO OPT OUT OF ARBITRATION. EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN SECTION 20 BELOW, OR WHERE PROHIBITED BY LAW, BY ENTERING INTO THESE TERMS, YOU EXPRESSLY AGREE THAT DISPUTES BETWEEN YOU AND STRANCE WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU HEREBY WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

If you do not wish to be bound by these Terms, you may not access or use the STRANCE Service. Certain elements of the STRANCE Service may be subject to additional terms and conditions specified from time to time; your use of those elements of the STRANCE Service is subject to those additional terms and conditions, which are incorporated into these Terms by this reference.

1. STRANCE Eligibility Requirements

Membership Holder Age Requirement. You must be at least 18 years old, or the age of legal majority in your jurisdiction of residence, to purchase a STRANCE membership subscription.

Member Age Requirement. You must be at least 18 years old to become a Member (as defined in the below Membership Terms).

STRANCE Equipment Use Age Requirements

1. STRANCE Gloves: Individuals 14 years of age may use Strance Gloves with parental supervision and/or permission.
2. STRANCE Workout Live & On Demand: Individuals 14 years of age may participate in the Strance Workout with parental supervision and/or permission.
3. All individuals must abide by all safety precautions and instructions in the applicable product user manual. All individuals should practice safety measures by the Strance Instructor. All individuals under 18 years of age must have permission to participate from a parent or legal guardian who will provide supervision.

We may, in our sole discretion, refuse to offer the STRANCE Service to any person or entity and change the eligibility criteria at any time. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules and regulations applicable to you, and the right to access and use the STRANCE Service is revoked where these Terms or use of the STRANCE Service is prohibited or conflicts with any applicable law, rule or regulation. Further, the STRANCE Service is offered only for your personal, non-commercial use, and not for the use or benefit of any third party.

2. License to Use the STRANCE Service

License. Subject to your compliance with these Terms and solely for so long as you are permitted by us to access and use the STRANCE Service, STRANCE grants you a limited, non-transferable, non-exclusive, revocable right and license to access and use the STRANCE Service for your own personal, non-commercial purposes, a right which may not be assigned or sublicensed to anyone. This license includes the right to view Content (defined below) available on the STRANCE Service and the right to download one copy of the application to any single device for your personal, non-commercial home use only, provided you keep intact all copyright and other proprietary notices. This license grant is subject to you agreeing to and abiding by the STRANCE Intellectual Property and DMCA Policy, which forms a part of these Terms. This license will remain in effect unless and until you violate these Terms or this license is terminated by you or STRANCE.

Restrictions. Except as expressly permitted in writing by an authorized representative of STRANCE, you will not reproduce, redistribute, sell, transfer, create derivative works from, decompile, reverse engineer, or disassemble the STRANCE Service, nor will you take any measures to interfere with or damage the STRANCE Service. Unless otherwise specified, copying or modifying any Content or using Content for any purpose other than your personal, non-commercial use of the STRANCE Service, including use of any such Content on any other website or

networked computer environment, is strictly prohibited. All rights not expressly granted by STRANCE in these Terms are reserved.

3. Privacy

Please review the Privacy Policy to learn about:

1. What information we may collect about you;
2. What we use that information for; and
3. With whom we share that information.

4. Membership Overview & Requirements Registration

To enjoy full access to the STRANCE Service, you must register as a member of the STRANCE Service and enter into a subscription agreement for access to our live and on-demand classes, Content, and features (a "Subscription"). Your Subscription is also governed by the Membership Terms detailed below. You must provide complete and accurate registration information to STRANCE, complete the Subscription process, and notify us if any of your information changes. If you fail to keep your account information up to date, we may have to suspend or terminate your Subscription.

In-Studio Classes and Membership. Participation in our in-studio live classes is subject to additional fees that are separate from the Subscription fees for STRANCE's Online Content. You must have an account registered on our studio website in order to sign up for in-studio classes and/or purchase studio memberships, but you are not required to have a Subscription. Additional information about our in-studio class packs and memberships is available on our studio website.

Profile Information and Picture. You may not use someone else's name or any name, location, or other public profile information or image that violates any third-party rights, is against the law, or is offensive, obscene, or otherwise objectionable (in STRANCE's sole discretion).

Account Security. You are responsible for all activity that occurs under your account, including any activity by unauthorized users. You may not allow others to use your account; this includes furnishing your username and password to third-party developed applications to connect to your account for any reason. You must safeguard the confidentiality of your password, and if you are using a device that others have access to, log out of your account after using the STRANCE Service. If you become aware of unauthorized access to your account, change your password and notify our Support team immediately.

By purchasing or using a STRANCE Membership, you agree to our terms and conditions, contained in this STRANCE Terms of Service document.

A "Member" is any individual with a STRANCE subscription, for personal, non-commercial use, excluding individuals with a STRANCE Free account. A

“Membership Holder” is any Member who activates and pays the monthly subscription fees for a Membership, including any individual who pays the monthly subscription fees for a Membership with a prepaid, gift, or promotional activation code (“Activation Code”). Membership types are outlined below.

Membership Types and Billing Cycles

Membership Types

All-Access Membership. An “All-Access Membership” may be purchased or received in connection with a STRANCE-connected fitness product, such as the STRANCE Gloves, and provides you and members of your household at one residential address with full access to STRANCE’s available classes, content, and features on one respective STRANCE Product from each STRANCE Product category, plus access to all available classes, content, and features on the STRANCE App for as long as the All-Access Membership remains active. All-Access Members will only have access to the features and content made available on respective STRANCE Products that they are using.

App Membership. An “App Membership” provides you (1 user profile) with access to available classes, content, and features on the STRANCE App. An App Membership does not provide you with access to classes, content, and features on STRANCE Products or the STRANCE Guide. An App Membership can be purchased from STRANCE or via a third-party app provider where STRANCE makes the STRANCE App available (e.g., Apple App Store or Google Play Store).

All Membership types is sold separately. As a Membership Holder, you may possess one or more Memberships. We may restrict the number of streams that can occur simultaneously under a single Membership or the maximum number of users per

Membership. The Membership Holder is responsible for all activities under their Membership.

Billing Cycles and Auto-Renewal. Any Membership recurs on a monthly or annual basis, as applicable, until it is canceled in accordance with these Membership Terms. Billing occurs at the beginning of the Membership cycle and provides access for one month or one year after that, as applicable. By purchasing a Membership, you acknowledge that your Membership has recurring payment features and accept responsibility for all recurring payment obligations before the cancellation of your Membership by you or STRANCE. To change or terminate your Membership, go to your Account Settings and contact Support at hello@strancefitness.com.

Other Offers. STRANCE may offer additional promotions or discounts related to Memberships from time to time. Please read the details of those offers carefully, as any additional terms presented during the signup process will form part of these Membership Terms. Unless specified in writing, all discount offers that require payment are non-refundable (including but not limited to annual STRANCE subscriptions). Any trial or other promotion must be used within the specified time frame of the trial or promotion. You may be required to have a valid payment method on file to initiate a trial; in this case, if you do not cancel before your trial period ends, your account will be converted to a paid Membership and charged per these Membership Terms.

Prepaid, Gift, and Promotional Activation Codes. You may be given the opportunity to prepay for a period of one or more months of your Membership, or your Membership may have been paid for with an Activation Code with a set prepaid period at the time of Membership activation. At the conclusion of a prepaid period, unless you cancel prior to renewal and to the extent permitted by applicable law, your Membership will automatically continue on a month-to-month basis at the then-existing non-promotional price for your Membership. A Member who activates a Membership with an Activation

Code will be required to complete Account Registration (as provided below), provide all required information, including up-to-date billing information at the time of activation, and otherwise comply with the STRANCE Terms of Service, including these Membership Terms. Failure to provide all required Account Registration information will prevent you from successfully activating your Membership or using your Activation Code. Activation Codes have no cash value, even if tied to a set prepaid Membership period. Activation Codes have no property value. Activation Codes cannot be purchased or sold, redeemed for cash or credit or any other monetary value or currency, or used to pay debts. Activation Codes may not be assigned, transferred, traded, or pledged to any third party by the recipient except as may be expressly authorized by STRANCE. Activation Codes cannot be transferred by operation of law, such as by inheritance, in bankruptcy, or in connection with a divorce. Activation Codes that are sold, transferred, or assigned may be rescinded, voided, or confiscated at STRANCE's discretion. Activation Codes are available only to the designated recipient at the time of issuance of the Activation Code and only if the recipient completes Account Registration and otherwise consents to and complies with the STRANCE Terms of Service, including these Membership Terms. STRANCE will decide disputes as to the owner of the Activation Code in its sole and absolute discretion.

Account Registration

Account Registration. You can register by successfully completing a STRANCE purchase, including with an Activation Code, or by creating an account on the STRANCE Site, a STRANCE App, or a STRANCE Product, as further described in our Terms of Service. All information you provide must be accurate, including your name, address, credit, debit, or charge card numbers, expiration dates, and any other payment information. You are responsible for keeping such information up-to-date and must provide changes promptly to your account page. STRANCE's use of your information is

governed by our Privacy Policy. YOU MUST PROMPTLY NOTIFY US OR OUR PAYMENT PROCESSORS IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USERNAME OR PASSWORD.

Any individual who creates an account on the STRANCE App but does not purchase a Membership and is not included under the account of a Membership Holder shall comply with STRANCE's Terms of Service as if they were a "Member" under such agreements and is subject to the Suspension/Termination by STRANCE section below as if they were a "Member."

Termination or Cancellation of Subscription

Cancellation of Membership. If you terminate your Membership, you may use your Membership until the end of the then-current period, and your Membership will not be renewed after that period expires. However, you will not be eligible for a prorated refund of any portion of the Membership fee paid for the then-current Membership period, subject to specific cancellation and refund rights listed below for certain Canadian residents.

Suspension/Termination by STRANCE. STRANCE may immediately terminate or suspend your account and all or a portion of your Membership or your access to the STRANCE App without notice if:

1. your payment is overdue (provided that we will use reasonable efforts to notify you of the overdue payment before we terminate or suspend);
2. you provide false or inaccurate information;
3. you violate these Membership Terms, the Terms of Service or any other STRANCE rules or agreements then in effect;

4. you engage in conduct that is a violation of any applicable law or tariff (including, without limitation, copyright and intellectual property laws); or
5. if you engage in conduct that is threatening, abusive, or harassing to STRANCE employees, agents, or other STRANCE users, including, for example, making threats to physically harm or damage property.

If STRANCE determines, in its sole discretion, that your Membership is being accessed in a commercial setting or is for commercial use, STRANCE reserves the right either (i) to terminate or suspend your Membership at any time by writing to you at the email address associated with your Membership, or (ii) to convert your Membership to a commercial subscription currently available to a Customer (as defined therein) using a STRANCE Product subject to the STRANCE Commercial Partner Standard Terms & Conditions of Purchase. You understand and agree that conversion of a Membership to a commercial subscription may be subject to additional fees and requirements as provided to you by STRANCE.

If we terminate or suspend your Membership or access to the STRANCE App, your license to use any software or content provided in connection with the Membership is also terminated or suspended (as applicable). If your Membership or access to the STRANCE App is terminated, STRANCE has the right to immediately delete all data, files, and other information stored in or for your account without further notice. You must pay all charges up to and including the date of termination. Should you wish to resume your Membership after any suspension, a restoration of service fee may apply. This fee includes all past-due unpaid charges and other fees.

Payment

Amount to be Charged. Membership Holders agree to pay the fee specified when they purchased their Membership (plus any applicable taxes and other charges). If the

amount to be charged varies from the amount pre-authorized (other than due to the imposition of, or change in, applicable sales tax), Membership Holders have the right to receive, and we will provide, notice of the amount to be charged and the date of the charge before the scheduled date of the transaction, unless applicable law requires Membership Holders to consent to the change in price expressly. Any agreement you have with your payment provider governs your use of your specified payment method. You agree that we may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle. Your failure to terminate and/or continued use of your Membership (including continued use of your Membership following the expiration of an Activation Code) reaffirms that we are authorized to charge you for that Membership. We may submit those charges for payment, and you will be responsible for such charges. This does not waive our right to seek payment directly from you.

Billing Authorization. You may be asked to provide a payment method (such as a credit, charge, or debit card number) that we accept, along with other payment information, to activate your Membership, including Memberships paid for with an Activation Code, along with other payment information. You represent and warrant that you have the legal right to use all payment method(s) you provide us. Your authorizations in this section also apply to our payment processors and other companies acting as billing agents for us. You hereby authorize us to charge your specified payment method on a monthly or annual basis, as applicable, in line with your Membership cycle, in advance, for your Membership(s) and/or to place a hold on your payment method for any unpaid charges for your Membership(s). You authorize the issuer of your selected payment method to pay any amounts described herein without requiring a signed receipt. You agree that these Membership Terms shall be accepted as authorization to the issuer of the payment method to pay any amounts described herein without requiring a signed receipt from you. You authorize us to continue to attempt to charge and/or place holds

for all sums described herein, or any portion thereof, to your payment method until such amounts are paid in full. You agree to provide updated payment information upon request, and at any time, the information you previously provided is no longer valid. You acknowledge and agree that neither STRANCE nor any STRANCE agent will have any liability whatsoever for any insufficient funds or other charges incurred by you due to attempts to charge and/or place holds on your specified payment method as contemplated by these Membership Terms. If you provide a debit card number instead of a credit card number, you authorize all charges described herein to be applied to such debit card unless and until you provide a credit card number.

Third-Party Payment Processors. You agree to pay us, through our payment processors, all charges at the prices then in effect for any purchase in accordance with the applicable payment terms presented to you at the time of purchase. You agree to make payment using the payment method you provide when you set up your account. We reserve the right to correct or instruct our payment processors to correct any errors or mistakes, even if payment has already been requested or received.

Bill Inquiries and Refunds. If you believe you have been billed in error for a Membership, please notify us within 60 days of the billing date by contacting Member Support by emailing support@strancefitness.com. STRANCE will not issue refunds or credits after the expiration of this 60-day period, except where required by applicable law.

5. Membership Structure and Fees

STRANCE will provide information on its then-current in-studio membership and Subscription requirements on the STRANCE Site and/or by other means through the STRANCE Service. Features and prices are subject to change.

6. Sale of Products, Services, and Memberships

STRANCE accepts orders for STRANCE-connected fitness products, such as the STRANCE Smart Gloves, and other equipment, Memberships (as defined in the STRANCE Membership Terms), apparel, and accessories that we may offer through the STRANCE Site or at STRANCE retail showrooms. Unfortunately, the availability of products cannot be guaranteed. Please note that products, services, and other information provided are subject to corrections and changes without notice. Advertising depictions, graphics, and diagrams are for illustrative purposes only and may not accurately reflect actual product or component availability. Colors, styles and other variants depicted are for illustration only and are subject to change. Errors will be corrected where discovered, and we reserve the right to revoke any stated offer and to correct any errors, inaccuracies or omissions.

Unless otherwise specified at the time of purchase, you must pay for products when you place the order. All products ordered will be delivered to the shipping address you provide. We reserve the right to cancel an order placed by you at any time and for any lawful reason prior to our delivery of the product(s) and receipt of payment in full from you, provided that we will refund any fees that you prepaid for those products if we cancel. We may send an acknowledgment of receipt of your order to the email address you provide and/or proof of purchase information through the STRANCE Site or to your email address after your payment has been processed. Please see our Strance Gloves Limited Warranty, our Accessories Limited Warranty, and our Return Policy for further information about STRANCE products. Apparel purchases are subject to the Apparel Return Policy.

Orders for Memberships, Membership Activation Codes, and gift, promotional or similar Memberships, whether for you or a third party recipient, are subject to additional terms and conditions, including the Membership Terms and all other communication provided to you and/or the third party recipient, whether on STRANCE Sites or in any acknowledgement of receipt or other email relating to your purchase of a Membership, Activation Code, or gift, promotional or similar Membership. Gift, promotional or similar Memberships, including gifted STRANCE All-Access Memberships, have no cash value or property value. Gift, promotional or similar Memberships, including gifted STRANCE All-Access Memberships, cannot be assigned, transferred, purchased or sold, redeemed for cash or credit or any other monetary value or currency, or used to pay debts by the recipient.

7. Termination; Account Deletion

Term. These Terms begin when you first use the STRANCE Service and continue as long as you have an account with us and/or continue to use the STRANCE Service.

Termination. STRANCE may, in STRANCE's sole discretion, suspend, disable, or delete your account (or any part thereof) or block or remove any

User Content (defined below) that you submitted, for any lawful reason, including if STRANCE determines that you have violated these Terms or that your conduct or User Content would tend to damage STRANCE's reputation or goodwill. STRANCE may block your access to the STRANCE Service to prevent re-registration.

Effect of Termination / Account Deletion. Upon termination of these Terms, all licenses granted by STRANCE will terminate. The following sections survive termination: Privacy (Section 3), User Content (Section 8), Indemnification (Section 12), No Warranties (Section 15), Limitation of Liability (Section 16), Safety Warnings (Section 17), Intellectual Property (Section 18), Arbitration Requirement & Class Action Waiver (Section 20), Contracting Entities, Governing Law and Jurisdiction (Section 21), and all general provisions. In the event of account deletion for any reason, User Content may no longer be available and STRANCE is not responsible for the deletion or loss of such User Content. For clarity, if you cancel your Subscription or it is terminated for any reason, you will lose access to all live and on-demand classes and any other Content or features provided through the STRANCE Service. STRANCE, in its sole discretion, may make available a very limited amount of Content or features to non-subscribers from time to time, and these Terms govern any use of that Content.

8. User Content

"Content" means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided, or otherwise made available through the STRANCE Service. "User Content" means any content that users (including you) provide to be made available through the STRANCE Service. Content includes, without limitation, User Content.

Any User Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. You represent that all User Content submitted by or on your behalf is accurate, complete, up-to-date, and in compliance with these Terms and with all applicable laws, rules, and regulations. You acknowledge that all Content, including User Content, accessed by you using the STRANCE Service is at your own risk, and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. To the full extent permitted by law, we make no representations, warranties, or guarantees concerning any Content you access on or through the STRANCE Service.

As between you and STRANCE, you represent that you own (or have all rights necessary to grant STRANCE the rights below to) all User Content that you submit to the STRANCE Service and that STRANCE will not need to obtain licenses from any third party or pay royalties to any third party in order to use such User Content. You grant STRANCE a worldwide, perpetual, irrevocable, non-exclusive, sublicensable (through multiple tiers),

transferable royalty-free license and right to use, copy, transmit, distribute, publicly perform and display (through all media now known or later created), edit, modify, and do derivative works from your User Content (including, without limitation, translations) for any purpose whatsoever, commercial or otherwise, without compensation to you. In addition, you waive any so-called “moral rights” or rights of privacy or publicity in your User Content. You further grant all users of the STRANCE Service permission to view your User Content for their personal, non-commercial purposes. If you make suggestions to STRANCE or through the STRANCE Service about improving or adding new features or products to the STRANCE Service or you otherwise provide feedback, product or service reviews or testimonials, you hereby grant to STRANCE a worldwide, perpetual, irrevocable, non-exclusive, sublicensable (through multiple tiers), transferable royalty-free license and right to use, copy, modify, create derivative works based upon and otherwise exploit your suggestions, feedback, reviews, and testimonials for any purpose (including for marketing), without any notice, compensation or other obligation to you.

You can remove your User Content by specifically deleting it. However, in certain instances, some of your User Content (such as posts or comments you make) may not be completely removed, and copies of your User Content may continue to exist on the STRANCE Service. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

9. Rights and Terms for Apps

Rights in App Granted. Subject to your compliance with these Terms, STRANCE grants to you a limited, non-exclusive, non-transferable, revocable license, with no right to sublicense, to download and install a copy of the App on a mobile device or computer that you own or control and to run such copy of the App solely for your own personal non-commercial purposes. You may not copy the App except for making a reasonable number of copies for backup or archival purposes. Except as expressly permitted in these Terms, you may not:

1. copy, modify, or create derivative works based on the App;
2. distribute, transfer, sublicense, lease, lend or rent the App to any third party;
3. reverse engineer, decompile or disassemble the App; or
4. make the functionality of the App available to multiple users through any means.

STRANCE reserves all rights in and to the App not expressly granted to you under these Terms.

Accessing App from an App Store. The following terms apply to any App accessed through or downloaded from any app store or distribution platform (like the Apple App Store or Google Play) where the App may now

or in the future be made available (each an “App Provider”). You acknowledge and agree that:

5. These Terms are between you and STRANCE and not with the App Provider, and STRANCE (not the App Provider) is solely responsible for the App.
6. The App Provider is not obligated to furnish any maintenance and support services concerning the App.
7. In the event of any failure of the App to conform to any applicable warranty, you may notify the App Provider, and the App Provider will refund the purchase price for the App to you (if applicable) and, to the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation whatsoever with respect to the App. Any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be the sole responsibility of STRANCE.
8. The App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to:
 1. product liability claims;
 2. any claim that the App fails to conform to any applicable legal or regulatory requirement; and
 3. claims arising under consumer protection or similar legislation.
9. In the event of any third-party claim that the App or your possession and use of that App infringes that third party’s intellectual property rights, STRANCE will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by these Terms.
10. The App Provider and its affiliates are third-party beneficiaries of these Terms as related to your license to the App, and upon your acceptance of the Terms, the App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App against you as a third-party beneficiary thereof.
11. You represent and warrant that
 1. 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;
 2. you are not listed on any U.S. Government list of prohibited or restricted parties;

3. you are not an individual or associated with an entity designated under the UK's Terrorist Asset-Freezing, etc. Act 2010 (TAFAs 2010); and
 4. you are not otherwise subject to or affected in any way by any national security or terrorism-related rules, whether applicable to you personally or to your location or other circumstances.
2. You must also comply with all applicable third-party terms of service when using the App.

2. General Prohibitions and STRANCE's Enforcement Rights

You agree not to do any of the following:

1. Post, upload, publish, submit, or transmit any User Content or engage in any activity that:
 1. infringes, misappropriates, or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;
 2. violates or encourages any conduct that would violate any applicable law or regulation or would give rise to civil liability;
 3. is fraudulent, false, misleading, or deceptive;
 4. is defamatory, obscene, pornographic, vulgar, or offensive;
 5. promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group;
 6. is violent or threatening or promotes violence or actions that are threatening to any person, animal, or entity;
 7. exploits minors or
 8. promotes illegal or harmful activities or substances;
2. Download and/or install any third-party software and/or application on any STRANCE hardware (excluding assistive technologies that are necessary for your own use of the STRANCE Service, such as screen readers) that STRANCE does not expressly permit in writing;
3. Use, display, mirror or frame the STRANCE Service or any individual element within the STRANCE Service, STRANCE's name, any STRANCE trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page, without STRANCE's express written consent;
4. Access, tamper with, or use non-public areas of the STRANCE Service, STRANCE's computer systems, or the technical delivery systems of STRANCE's providers;

5. Attempt to probe, scan or test the vulnerability of any STRANCE system or network or breach any security or authentication measures;
6. Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by STRANCE or any of STRANCE's providers or any other third party (including another user) to protect the STRANCE Service or Content;
7. Bypass any territorial restrictions, including IP address-based restrictions that may be applied to the STRANCE Service;
8. Attempt to access, scrape or search the STRANCE Service or Content or download Content from the STRANCE Service, including through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, data mining tools, plugins, add-ons or the like), other than the software and/or search agents provided by STRANCE or other generally available third-party web browsers;
9. Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters, or other form of solicitation;
10. Use any meta tags or other hidden text or metadata utilizing a STRANCE trademark, logo URL, or product name without STRANCE's express written consent;
11. Use the STRANCE Service or Content, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms or permitted expressly in writing by STRANCE;
12. Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the STRANCE Service or Content to send altered, deceptive, or false source-identifying information;
13. Attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the STRANCE Service or Content;
14. Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the STRANCE Service;
15. Collect or store any personally identifiable information from the STRANCE Service from other users of the STRANCE Service without their express permission;
16. Copy, use, index, disclose or distribute any information or data obtained from the STRANCE Service, whether directly or through third parties (such as search engines), without STRANCE's express written consent;

17. Alter, replicate, store, distribute, or create derivatives from the Content available via the STRANCE Service except as expressly permitted in writing by STRANCE;
18. Impersonate or misrepresent your affiliation with any person or entity;
19. Access, use, or exploit the STRANCE Service in any manner (other than as expressly permitted by these Terms), including to build, develop (or commission the development of), replicate, or consult upon any product or service that may compete (directly or indirectly) with STRANCE or the STRANCE Service;
20. Violate any applicable law or regulation; or
21. Encourage or enable any other individual to do any of the foregoing.

You also agree to abide by the STRANCE Community Guidelines and Moderation Policy.

Although we're not obligated to monitor access to or use of the STRANCE Service or Content or to review or edit any User Content, we have the right to do so for the purpose of operating the STRANCE Service, to ensure compliance with these Terms, to comply with applicable law or other legal requirements and to maintain the integrity and reputation of the STRANCE Service and STRANCE's systems. We reserve the right but are not obligated, to remove or disable access to any User Content at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any User Content to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affect the STRANCE Service. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

2. Member Interactions, Dealings with Third Parties

When interacting with other STRANCE members, you should exercise caution and common sense to protect your safety and property, just as you would when interacting with others you don't know. Your participation, correspondence or personal or business dealings with any third party found on or through the STRANCE Service, whether regarding payment or delivery of specific goods and services, donations or fundraisers, and any other terms, conditions, representations, or warranties associated with such dealings, are solely between you and such third party. You agree that STRANCE is not responsible or liable for any loss, damage, injury, or other matters of any sort incurred as the result of such dealings. In addition, when visiting or taking classes at any of our studios, please be advised that STRANCE is not responsible for any lost or stolen items and that visitors, guests, and members are required to adhere to then-current policies in place at that studio and the directions of that studio's employees and representatives.

3. Indemnification

You agree to indemnify, defend, and hold harmless STRANCE and its directors, officers, employees, and agents from and against all claims, damages, losses, and costs that arise from or relate to

1. your activities on the STRANCE Service,
2. any User Content submitted by or on behalf of you or
3. your violation of these Terms.

2. Third-Party Software and Applications

Downloading and/or installing any third-party software and/or applications that STRANCE does not expressly authorize on any STRANCE hardware constitutes a breach of these Terms; any such downloading or installation is done at your own risk and may void any applicable warranty or support commitments by STRANCE.

3. Third-Party Links and Content

There may be links on the STRANCE Service that let you leave the particular STRANCE Service you are accessing in order to access a linked site that a third party operates. STRANCE neither controls nor endorses these sites, nor has STRANCE reviewed or approved the content that appears on them. STRANCE is not responsible for the legality, accuracy, or inappropriate nature of any content, advertising, products or other materials on or available from any such third-party sites. You acknowledge and agree that STRANCE is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the access or use of any of the links, content, goods, or services available on or through these third party sites.

4. No Warranties

STRANCE reserves the right to modify the STRANCE Service, including, but not limited to, updating, adding to, enhancing, modifying, removing, or altering any Content or features of the STRANCE Service, at any time, in its sole discretion. You are responsible for providing your own access (e.g., computer, mobile device, Internet connection, etc.) to the STRANCE Service. STRANCE has no obligation to screen or monitor any Content and does not guarantee that any Content available on the STRANCE Service is suitable for all users or that it will continue to be available for any length of time.

STRANCE provides the STRANCE Service on an “AS IS” and “AS AVAILABLE” basis. You therefore use the STRANCE Service at your own risk. Other than as expressly provided in writing by STRANCE in connection with your purchase of a STRANCE product, to the extent permitted by law, STRANCE expressly disclaims any and all warranties of any kind, whether express or implied, including, but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, quiet enjoyment and any other warranty that might arise

under any law. Without limiting the foregoing, STRANCE makes no representations or warranties:

1. That the STRANCE Service is or will be permitted in your jurisdiction;
2. That the STRANCE Service will be uninterrupted or error-free;
3. Concerning any Content, including User Content;
4. Concerning any third party's use of User Content that you submit;
5. That the STRANCE Service will meet your personal or professional needs;
6. That STRANCE will continue to support any particular feature of the STRANCE Service; or
7. Concerning sites and resources outside of the STRANCE Service, even if linked to from the STRANCE Service.

To the extent that another party may have access to or view Content on your device, you are solely responsible for informing such party of all disclaimers and warnings in these Terms. TO THE EXTENT ANY DISCLAIMER OR LIMITATION OF LIABILITY DOES NOT APPLY, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL APPLICABLE EXPRESS, IMPLIED, AND STATUTORY WARRANTIES WILL BE LIMITED IN DURATION TO A PERIOD OF 30 DAYS AFTER THE DATE ON WHICH YOU FIRST USED THE STRANCE SERVICE, AND NO WARRANTIES SHALL APPLY AFTER SUCH PERIOD.

5. Limitation of Liability

To the fullest extent permitted by law:

1. STRANCE shall not be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to damages for loss of profits, economic or pure economic losses, goodwill, use, data, service interruption, computer damage, system failure, inability to use the STRANCE Service or Content or other intangible losses, even if a limited remedy set forth herein is found to have failed its essential purpose; and
2. STRANCE's total liability to you for all claims, in the aggregate, will not exceed the amount actually paid by you to STRANCE over the 12 months preceding the date your first claim(s) arose.

If you live in a jurisdiction that does not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation does not apply to you. To the extent that one or any aspect of STRANCE's limitations set out above does not apply, all remaining aspects survive. The exclusions and limitations of damages set forth above are fundamental elements of the basis of the bargain between STRANCE and you.

2. Safety Warnings

THE STRANCE SERVICE OFFERS HEALTH AND FITNESS INFORMATION AND IS DESIGNED FOR EDUCATIONAL AND ENTERTAINMENT PURPOSES ONLY. YOU SHOULD CONSULT YOUR PHYSICIAN OR GENERAL PRACTITIONER BEFORE BEGINNING A NEW FITNESS PROGRAM. YOU SHOULD NOT RELY ON THIS INFORMATION AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. IF YOU HAVE ANY CONCERNS OR QUESTIONS ABOUT YOUR HEALTH, YOU SHOULD ALWAYS CONSULT WITH A PHYSICIAN, GENERAL PRACTITIONER OR OTHER HEALTHCARE PROFESSIONAL. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL OR HEALTH-RELATED ADVICE FROM YOUR HEALTHCARE PROFESSIONAL BECAUSE OF SOMETHING YOU MAY HAVE READ ON THE STRANCE SITE OR HEARD ON THE STRANCE SERVICE. THE USE OF INFORMATION PROVIDED THROUGH THE STRANCE SERVICE IS SOLELY AT YOUR OWN RISK AND IS NOT MEDICAL OR HEALTHCARE ADVICE.

NOTHING STATED OR POSTED ON THE STRANCE SITE OR AVAILABLE THROUGH ANY STRANCE SERVICE IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICAL OR COUNSELING CARE. FOR PURPOSES OF THESE TERMS, THE PRACTICE OF MEDICINE AND COUNSELING INCLUDES, WITHOUT LIMITATION, PSYCHIATRY, PSYCHOLOGY, PSYCHOTHERAPY, OR PROVIDING HEALTH CARE TREATMENT, INSTRUCTIONS, DIAGNOSIS, PROGNOSIS OR ADVICE. THE STRANCE SERVICE IS CONTINUALLY UNDER DEVELOPMENT AND, TO THE FULL EXTENT PERMITTED BY LAW, STRANCE MAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY, COMPLETENESS, OR APPROPRIATENESS FOR ANY PURPOSE. IN THAT REGARD, DEVELOPMENTS IN MEDICAL RESEARCH MAY IMPACT THE HEALTH, FITNESS, AND NUTRITIONAL ADVICE THAT APPEARS HERE. NO ASSURANCE CAN BE GIVEN THAT THE ADVICE CONTAINED IN THE STRANCE SERVICE WILL ALWAYS INCLUDE THE MOST RECENT FINDINGS OR DEVELOPMENTS WITH RESPECT TO THE PARTICULAR MATERIAL.

In becoming a user of STRANCE with the intent of using the STRANCE Service, you affirm that either (A) all of the following statements are true:

1. no physician or general practitioner has ever informed you that you have a heart condition or that you should only do physical activities recommended by a physician or general practitioner;
2. you have never felt chest pain when engaging in physical activity;
3. you have not experienced chest pain when not engaged in physical activity at any time within the past month;

4. you have never lost your balance because of dizziness and you have never lost consciousness;
5. you do not have a bone or joint problem that could be made worse by a change in your physical activity;
6. your physician or general practitioner is not currently prescribing drugs for your blood pressure or heart condition;
7. you do not have a history of high blood pressure, and no one in your immediate family has a history of high blood pressure or heart problems; and
8. you do not know of any other reason you should not exercise;

or

(B) your physician or general practitioner has been specifically consulted by you and approved of your use of the STRANCE Service.

If applicable, you further affirm that

1. you are not pregnant, breastfeeding or lactating; unless
2. your physician or general practitioner has been specifically consulted and approved your use of the STRANCE Service.

STRANCE reserves the right to refuse or cancel your membership if we determine that you have certain medical conditions or that the representations set forth above are untrue in any respect.

2. Intellectual Property Acknowledgment

You acknowledge and agree that your use of the STRANCE Services and any Content contained therein is dependent upon you agreeing to and abiding by the STRANCE Intellectual Property and DMCA Policy at all times. You further acknowledge that the STRANCE Service contains software and other content that is protected by copyrights, patents, trademarks, trade secrets or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All STRANCE-generated content, and content provided to STRANCE by its partners and licensors, is copyrighted individually and/or as a collective work under the U.S. copyright laws and all applicable international copyright (or equivalent) laws in all jurisdictions and protected under other intellectual property laws worldwide; further, as between you and STRANCE, STRANCE own intellectual property rights in the selection, coordination, arrangement and enhancement of all content in the STRANCE Service.

3. Intellectual Property Usage and Reporting Infringement

STRANCE respects the intellectual property of others, and we ask our users to do the same. Each user is responsible for ensuring that their User Content does not infringe any third party's right or other intellectual property rights. If you believe that the STRANCE Service or any Content contains elements that infringe or misappropriate your copyrights or other intellectual property rights (or the intellectual property rights of others), please go to the

STRANCE Intellectual Property and DMCA Policy for directions on how to report it to us.

4. ARBITRATION AGREEMENT & CLASS ACTION WAIVER – IMPORTANT – PLEASE REVIEW AS THIS MAY AFFECT YOUR LEGAL RIGHTS. APPLICABLE TO THE FULL EXTENT PERMITTED BY LAW.

1. **Mandatory Arbitration of Disputes.** We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services, Content, or STRANCE connected fitness products, equipment, apparel or accessories (each, a “Dispute” and collectively, the “Disputes”) will be resolved solely by binding, individual arbitration, unless expressly provided otherwise in this Section 20, and not in a class, representative or consolidated action or proceeding. You and STRANCE agree that the U.S. Federal Arbitration Act (or equivalent laws in the jurisdiction in which the STRANCE entity that you have contracted with is incorporated) governs the interpretation and enforcement of these Terms and that **YOU AND STRANCE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** This Section 20 shall survive the termination of these Terms.
2. **Exceptions and Opt-out Option.** The only exceptions to Section 20 are the following:
 1. you or STRANCE each may seek to resolve an individual Dispute in small claims court if it qualifies.
 2. you or STRANCE each may seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our respective intellectual property rights.
 3. you may opt out of arbitration entirely and litigate any Dispute individually if you provide us with a signed, written notice of your decision to do so pursuant to Section 20.9 below; however, if you are opting out of an updated version of this arbitration provision, you understand that you will remain subject to the prior version of any arbitration provision to which you had previously agreed.
3. **Initial Dispute Resolution and Notification.** You and STRANCE agree that, prior to initiating an arbitration or other legal proceeding, you and STRANCE will attempt to negotiate an informal resolution of the Dispute. To begin this process, and

before initiating any arbitration or legal proceeding against STRANCE, you must send a Notice of Dispute (“Notice”) by certified mail to the attention of STRANCE’s Legal Department at the STRANCE address set out in Section 24 of these Terms. For purposes of these Terms, initiating an arbitration means filing an arbitration demand (“Demand”).

Your Notice to STRANCE must contain all of the following information: (1) your full name, address, STRANCE username, and the email address associated with your STRANCE account; (2) a detailed description of the nature and basis of the Dispute; (3) a description of the relief you want, including any money damages you request; and (4) your signature verifying the accuracy of the Notice and, if you are represented by counsel, authorizing STRANCE to disclose information about you to your attorney.

After receipt of your Notice, you and STRANCE shall engage in a good-faith effort to resolve the dispute for a period of 60 days, which both sides may extend by written agreement (“Informal Dispute Resolution Period”). During the Informal Dispute Resolution Period, neither you nor STRANCE may initiate an arbitration or other legal proceeding.

If the Dispute is not resolved during the Informal Dispute Resolution Period, you may initiate an individual arbitration as provided below.

4. Conducting Arbitration and Arbitration Rules. Any arbitration must be initiated with and conducted by National Arbitration & Mediation (“NAM”) pursuant to its Comprehensive Dispute Resolution Rules and Procedures and/or its Mass Filing Supplemental Dispute Resolution Rules and Procedures (together, the “NAM Rules”), except as modified by these Terms. The NAM Rules are available at www.NAMADR.org, by calling NAM at 1-800-358-2550. In any instance where the applicable NAM Rules and these Terms are inconsistent, these Terms shall control.

An arbitration Demand filed with NAM must include a certification signed by the filing party verifying compliance with the Initial Dispute Resolution and Notification requirements and other requirements set out in this Section 20.

If NAM fails or declines to conduct the arbitration for any reason, we will mutually select a different arbitration administrator. If we cannot agree, a court will appoint the arbitration administrator.

Any arbitration hearing will take place in or nearest to the county or municipality where you live, unless you and STRANCE agree to a different location or to a virtual hearing.

The arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement, except that only a court of competent jurisdiction as set forth in Section 21 of these Terms (and not an arbitrator) shall have the exclusive authority to resolve any claim that all or part of the Class Action Waiver set forth in these Terms or the Mass Filing procedures set forth in Section 20.5 below are unenforceable, unconscionable, void, or voidable.

5. Mass Filing Procedures. YOU AND STRANCE AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF US IS WAIVING THE RIGHT TO BRING OR PARTICIPATE IN A MASS ARBITRATION. STRANCE's receipt of one or more Notice(s) of substantially similar claims brought by or on behalf of 25 or more claimants (including you) within a 60-day period ("Mass Filing") shall be subject to the additional procedures set forth below. Claims included in a Mass Filing, if not resolved during the Informal Dispute Resolution Period, may proceed only in accordance with the procedures set out below, and subject to the NAM Mass Filing Supplemental Dispute Resolution Rules and Procedures ("NAM Mass Filing Rules", available

at <https://www.namadr.com/resources/rules-fees-forms/>) to the extent not contrary to these Terms. If a court determines that this Section 20.5 is not enforceable as to your claim, then your claim may only proceed individually in court consistent with these Terms.

1. Batching: You and STRANCE agree that your and other individuals' claims deemed by STRANCE a Mass Filing may be filed with NAM in batches of no greater than 50 individuals' claims at one time, with 25 claims (or half of the total number of claims in a batch, if less than 50) selected by counsel for you and other claimants and 25 claims (or half of the total number of claims in a batch, if less than 50) selected by STRANCE. After your claim is batched and permitted to be filed as a Demand, you and STRANCE agree that selection and appointment of an arbitrator for your Demand shall be governed by the NAM Mass Filing Rules.
2. First (Bellwether) Batch: The first batch of up to 50 Demands are the Bellwether Arbitrations. If your claim is included in the Bellwether Arbitrations, you and STRANCE shall cooperate with the arbitrator assigned to your arbitration to resolve

your claim within 120 days of the initial pre-hearing conference.

3. Stay of Filing of Other Claims: If your claim is not among those selected for the Bellwether Arbitrations, your claim cannot be filed until it is assigned to a batch and authorized to be filed in a later stage of this process. No arbitration fees will be assessed on you or STRANCE in connection with your claim unless and until it is assigned to a batch and authorized to be filed with NAM.
4. Mediation: After the Bellwether Arbitrations are completed, if your claim remains unresolved, you and STRANCE agree to mediate your claim along with any other unresolved claims included in the Mass Filing ("Global Mediation"). The mediator will be selected according to the procedure set forth in the NAM Rules, and STRANCE will pay the mediator's fees. The Global Mediation shall be completed within 120 days of the selection of a mediator, unless extended by written agreement between you and STRANCE.
5. Election To Proceed in Court: If Global Mediation is not successful in resolving your claim, and 100 or more claims included in the Mass Filing remain unresolved, you or STRANCE may opt out of arbitration and elect to have your claim resolved in court consistent with Section 21 of these Terms. You or STRANCE must exercise this election within 45 days of the completion of Global Mediation.
6. Sequential Arbitration of Remaining Batches: If neither you nor STRANCE opt out of arbitration, another batch of no greater than 50 individuals' claims will be selected from the Mass Filing, with 25 claims (or half of the total number of claims in a batch, if less than 50) selected by counsel for claimants and 25 claims (or half of the total number of claims in a batch, if less than 50) selected by STRANCE. If your claim is included in this next batch of 50 claims, your claim will be filed with NAM, and you and STRANCE shall cooperate with the arbitrator assigned to your arbitration to resolve your claim within 120 days of the initial pre-hearing conference. The process of batching up to 50 individual claims at a time will continue

until the parties resolve all claims included in the Mass Filing. No unbatched claim can proceed to be filed as a Demand until the previous batch has been resolved.

7. Tolling. For any claim subject to these Mass Filing procedures, any statute of limitations applicable to your claim shall be tolled from the date the Informal Dispute Resolution Period begins until the earlier of (1) the date your arbitration Demand is filed, or (2) the date you or STRANCE opts out of arbitration pursuant to Section 20.5.5.
6. Arbitration Costs. Payment of all arbitration filing fees and costs will be governed by the applicable NAM Rules. If you prevail on your claim in arbitration, STRANCE will reimburse you for any portion of the arbitration filing fees you paid that exceeded the amount you would have paid to file a complaint in a court of competent jurisdiction pursuant to Section 21. If STRANCE prevails on your claim in arbitration, and the arbitrator finds that your claim was frivolous or filed in bad faith, the arbitrator may award STRANCE reimbursement from you of STRANCE's arbitration filing fees and costs.
7. Offer of Settlement. STRANCE may, but is not obligated to, make a written offer to settle your claim at least 14 days before the arbitration hearing date. The amount or terms of any settlement offer may not be disclosed to the arbitrator until after the arbitrator issues an award on the claim. If an award is issued in your favor but is less than STRANCE's settlement offer, the arbitrator may order you to pay the arbitration costs incurred by STRANCE after its offer was made, unless otherwise prohibited by the underlying law governing your claim.
8. Class Action Waiver. YOU AND STRANCE AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF US MAY BRING CLAIMS (WHETHER IN COURT OR IN ARBITRATION) AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF, CLAIMANT, OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, COORDINATED, PRIVATE ATTORNEY GENERAL, REQUEST FOR PUBLIC INJUNCTIVE RELIEF, OR REPRESENTATIVE PROCEEDING. This also means that you and STRANCE may not participate in any class, collective, consolidated, coordinated, private attorney general, request for public injunctive relief, or representative proceeding brought by any third party. Notwithstanding this provision or any other

language in these Terms, you or STRANCE may participate in a class-wide settlement. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND STRANCE WAIVE ANY RIGHT TO A JURY TRIAL.

9. Effect of Changes on Arbitration. Notwithstanding the provisions of Section 25 "Modification," if STRANCE changes any terms of this Section 20 after the date you first accepted these Terms or any subsequent changes to these Terms, you may reject the new changes to Section 20 by sending us written notice, personally signed by you, by certified mail to the attention of STRANCE's Legal Department at the STRANCE address set out in Section 24 of these Terms within 30 days of the date such change became effective, as indicated by the later of (1) the "Last Updated" date of the Terms you seek to reject or (1) the date of STRANCE's email to you notifying you of such change. Even if you reject a change, you will remain subject to Section 20 of the last version of the Terms you had accepted.
10. Severability. If any portion of this Section 20 is found to be void, invalid, or otherwise unenforceable, then that portion shall be deemed to be severable and, if possible, superseded by a valid, enforceable provision, or portion thereof, that matches the intent of the original provision, or portion thereof, as closely as possible. The remainder of Section 20 and all other Terms shall continue to be enforceable and valid.

5. Contracting Entities, Governing Law and Jurisdiction

Residents of Europe are contracting with STRANCE Interactive Deutschland GmbH c/o WeWork Neue Schönhauser Straße 3-5, Neue Schönhauser Straße 3-5, 10178 Berlin, Sitz: Berlin, Amtsgericht Düsseldorf HRB 86061, VAT number: DE323550711) for the STRANCE Service. All other users are contracting with STRANCE CORPORATION unless otherwise specified in these Terms.

If your contract for the STRANCE Service is with STRANCE CORPORATION, these Terms shall be governed by the laws of the State of New York, United States of America, without regard to principles of conflicts of law. If your contract for the STRANCE Service is with another STRANCE entity, these terms shall be governed by the laws of the jurisdiction under which that STRANCE entity is incorporated, without regard to principles of conflicts of law. The Uniform Commercial Code, the Uniform Computer Information Transaction Act, and the United Nations Convention of Controls for International Sale of Goods shall not apply.

Subject to the agreements in Section 20 above,

1. if your contract for the STRANCE Service is with STRANCE CORPORATION, exclusive jurisdiction for all Disputes that are

not required to be arbitrated will be the state and federal courts located in New York, New York, United States of America, and you consent to the jurisdiction of those courts, and

2. if your contract for the STRANCE Service is with another STRANCE entity, exclusive jurisdiction for all Disputes that are not required to be arbitrated will be the courts located in the jurisdiction under which that STRANCE entity is incorporated, and you consent to the jurisdiction of those courts.

2. Interpretation; Severability; Waiver; Remedies

Headings are for convenience only and shall not be used to construe these Terms. If any term of these Terms is found invalid or unenforceable by any court of competent jurisdiction, that term will be severed from these Terms. No failure or delay by STRANCE in exercising any right hereunder will waive any further exercise of that right. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of STRANCE. STRANCE's rights and remedies hereunder are cumulative and not exclusive.

3. Successors; Assignment; No Third-Party Beneficiaries

These Terms are binding upon and will inure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives, and permitted assigns. You may not assign or transfer these Terms without STRANCE's prior written consent. STRANCE may assign its rights, obligations and/or these Terms at any time in its sole discretion without notice to you.

4. Notices

You consent to receive all communications, including notices, agreements, disclosures, or other information from STRANCE electronically. STRANCE may communicate by email or by posting to the STRANCE Service. For support-related inquiries, you may email Support. For all other notices to STRANCE, write to the following addresses:

U.S. and Canadian Residents:

STRANCE CORPORATION

423 e 82nd st 3B

New York, NY 10028

USA

Attn: Legal Department

European Residents:

STRANCE Interactive Deutschland GmbH

Karl-Liebknecht-Straße 29A

10178 Berlin

Germany
Attn: Legal Department

Nothing in these Terms or otherwise limits STRANCE's right to object to subpoenas, claims, or other demands.

5. Modification

We may update these Terms at any time, in our sole discretion. If we do so, we'll let you know by, at a minimum, posting the updated Terms (as indicated by a revised "Last Updated" date at the top of this page) on the STRANCE Site and/or through the STRANCE Service. Modifications will be effective on the date that they are posted to the STRANCE Site. It's important that you review the Terms whenever we update them before you use the STRANCE Service. If you continue to use the STRANCE Service after we have posted updated Terms, you are agreeing to be bound by the updated Terms. If you don't agree to be bound by the updated Terms, then, except as otherwise provided in Section 20(9) "Effect of Changes on Arbitration," you may not use the STRANCE Service anymore. Because the STRANCE Service is evolving over time we may change or discontinue all or any part of the STRANCE Service, at any time and without notice, at our sole discretion.

6. Entire Agreement

These Terms incorporate additional legal documents, as well as any other policies or procedures referenced herein that are posted to the STRANCE Site from time to time.

In the event of a conflict between any policies posted on the STRANCE Service and these Terms, these Terms will control. These Terms represent the entire understanding between STRANCE and you regarding the STRANCE Service or Content and supersede all prior agreements and understandings regarding the same. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect.

7. Force Majeure

Neither Party shall be liable for any failure or delay in performance under these terms (other than for delay in the payment of money due and payable in accordance with these terms) for causes beyond the Party's reasonable control and not caused by that party's fault, or negligence, including, but not limited to, "acts of God", acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems, computer attacks or malicious acts, such as attacks on or through the internet, any internet service provider, telecommunications or hosting facility, but in each case, only if and to the extent that the non-performing Party is without fault in causing such failure

or delay, and the failure or delay could not have been prevented by reasonable precautions and measures and cannot reasonably be circumvented by the non-conforming Party through the use of alternate sources, workaround plans, disaster recovery, business continuity measures or other means. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay caused.

8. SMS Terms

Email, SMS and Telephone. You can unsubscribe from email communications at any time. To stop receiving our promotional emails, follow the unsubscribe instructions in the email messages you receive from us, or contact us using the details provided under How To Contact Us. We will process your request as soon as practicable after receipt in accordance with applicable laws. Note that you will continue to receive transaction-related emails regarding products or services you have requested. We may also send you certain non-promotional communications regarding STRANCE and our Services, and, to the extent permitted by law, you will not be able to opt out of those communications (e.g., communications regarding updates to our Terms or this Privacy Policy).

If you opt-in to “STRANCE Account” text messages, you will receive text messages from STRANCE. “STRANCE Account” text messages are non-promotional messages from STRANCE alerting you to important information, like the details of your delivery, failed subscription payments, and other alerts related to your STRANCE subscription or purchases. To opt out of receiving “STRANCE Account” text messages, text STOP to the number from which you received the message (73586 in the US). We will send you one final message to confirm that you have been unsubscribed and will process your request within a reasonable time after receipt, in accordance with applicable laws if you experience any issues with text messages from STRANCE, text HELP to the relevant number referenced above or email our Support team at support@strancefitness.com. Carriers are not liable for delayed or undelivered messages. Message frequency varies. Message and data rates may apply.

If you opt-in to “STRANCE” text messages, you will receive text messages from STRANCE Marketing. “STRANCE” text messages are recurring automated promotional and personalized marketing text messages (e.g. cart reminders) from STRANCE at the cell number used when signing up. Consent is not a condition of any purchase. To opt out of receiving “STRANCE” text messages, text STOP to the number from which you received the message (75865 in the US). We will send you one final message to confirm that you have been unsubscribed and will process your request within a reasonable time after receipt in accordance with applicable laws. If you experience any issues with text messages from STRANCE, text HELP to the relevant number referenced above or email our Support team

at support@strancefitness.com. Carriers are not liable for delayed or undelivered messages. Message frequency varies. Message and data rates may apply.

*All-Access Membership separate. One Offer per order. If the STRANCE Product(s) purchased using the Offer is returned for a refund you will be refunded the cost of the STRANCE Product(s) less the Offer amount (\$200). Offer applied in cart. No substitutions. STRANCE may cancel or limit offers at any time. It may only be combined with certain other offers, referral codes, or other discounts. Void where prohibited. Offer may not be resold or redeemed for cash. While supplies last. Offer not valid outside the US, Canada, Europe, & selected regions.