

## TERMS AND CONDITIONS OF USE

THE MYFITNUMBER.COM WEBSITE, INCLUDING ITS SUBSITES (TYPICALLY ANY WEB PAGES WHICH END IN MYFITNUMBER.COM) THAT DISPLAY THESE TERMS, AND ALL SOFTWARE, PRODUCTS, APPLICATIONS, MOBILE SITES, FEATURES AND SERVICES MADE AVAILABLE, DISPLAYED OR OFFERED BY OR THROUGH OUR WEB SITE OR SUBSITES (COLLECTIVELY, THIS "**SITE**") IS OWNED AND OPERATED BY OR ON BEHALF OF MY FIT NUMBER LLC, WITH OFFICES LOCATED AT 6522 E. PONDEROSA DR, PARKER, CO 80138 ("**MY FIT NUMBER**"). YOUR ACCESS AND USE OF THIS SITE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS OF USE ("**TERMS OF USE**") AND ALL APPLICABLE LAWS. PLEASE READ THESE TERMS OF USE CAREFULLY.

BY ACCESSING, BROWSING, OR USING THIS SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, ACCEPTED, AND AGREED TO THESE TERMS OF USE WITHOUT LIMITATION OR QUALIFICATION. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OF USE, DO NOT ACCESS, BROWSE, OR USE THIS SITE OR THE CONTENT OR SERVICES HEREON.

CERTAIN PORTIONS OF THE WEBSITE MAY BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS SPECIFIED BY US FROM TIME TO TIME; YOUR USE OF THE WEBSITE IS SUBJECT TO THOSE ADDITIONAL TERMS AND CONDITIONS, WHICH ARE INCORPORATED INTO THESE TERMS OF USE BY THIS REFERENCE.

My Fit Number, together with its subsidiaries, are collectively referred to in these Terms of Use as "we," "us," "our," or other similar pronouns.

### **I. Privacy Policy**

We respect your privacy. Our collection, use and disclosure practices regarding your personally identifiable information is set forth in our Privacy Policy. Please take some time to [review our Privacy Policy](#) as its terms are incorporated herein by reference and your assent to these Terms of Use includes your assent to our Privacy Policy.

### **II. Registration and Eligibility**

My Fit Number may allow users to establish an account to access various features of this Site, such as registration for the judges courses and events, registration for The My Fit Number Challenge and use of its message boards, discussion boards, and other public forums. If you register, you agree to provide My Fit Number with accurate, truthful, complete, and updated registration information. Failure to do so shall constitute a breach of these Terms of Use, which may result in immediate suspension or termination of your account. Failure to provide accurate, truthful, complete, and updated registration information for certain events or features, such as The My Fit Number Challenge, may also lead to your disqualification, expulsion or denial from such events or features. Further, as part of the My Fit Number Challenge registration process, and for all stages of the My Fit Number Challenge, registrants must agree, without limitation, to

comply with the rules and guidelines stipulated in the My Fit Number Rule Book, the Assumption of Risk Waiver and the Publicity Release Waiver, all of which are incorporated herein by reference.

You must be 18 years of age or over, or the legal age to form a binding contract in your jurisdiction if that age is greater than 18 years of age, to register for any function, service, or portion of this Site which requires such registration. This Site is not intended or designed to attract children under the age of 13. If you are under the age of 13, you may not use the Site. If you are a minor age between the ages of 13 and 18 (or the applicable legal age in your jurisdiction), you can use such functions or services only in conjunction with, and under the supervision of, your parent or guardian who has agreed to these Terms of Use. If you are a parent or legal guardian agreeing to these Terms of Use for the benefit of a minor between the ages of 13 and 18 (or the applicable legal age in your jurisdiction), you are fully responsible for his or her use of the Website and the User Content (as defined below), including all legal liability he or she may incur. By using this Site and any services provided therein, you represent and warrant that you have the right, authority, and capacity to enter into these Terms of Use and to abide by all of the terms and conditions set forth herein.

### **III. Passwords**

When you are required to open an account to use or access this Site or any of its features or services, you will also be asked to provide a user name and password. You agree that we may store and use any registration data, including your user name and password, you provide for use in maintaining your account. You are entirely responsible for maintaining the confidentiality and security of your password and account. You may not use the account, username, or password of someone else at any time. You agree to notify My Fit Number immediately of any unauthorized use of your account, user name, or password (collectively, a "User ID"). My Fit Number shall not be liable for any loss that you incur as a result of someone else using your password, either with or without your knowledge. You may be held liable for any losses incurred by My Fit Number, its subsidiaries, entities owned, related to or controlled by My Fit Number, officers, directors, employees, consultants, staff, agents, and representatives due to someone else's use of your account or password. My Fit Number reserves the right to refuse registration of, or cancel a User ID, in its sole discretion. You may not sell or transfer your account, or otherwise allow any third party to use your account for any purpose.

### **IV. Medical Disclaimer**

You expressly acknowledge and agree that My Fit Number and this Site do not provide medical advice and are not a substitute for professional medical diagnosis, treatment or advice or a medical examination. The content of this Site may contain general information relating to certain medical conditions and their treatment. Such information is provided for informational purposes only and is not intended to replace or substitute for advice provided by a physician or other medical provider. You should not use the information provided on this Site for diagnosing a health problem or disease. Prior to participating in any program, workout, training, course, activity, exercise, diet, or use of any product, program, workout, exercise or treatment discussed on this Site, or if you have any questions regarding a medical condition, seek the advice of your

physician and other qualified health-care professionals. You understand that the exercises and programs discussed on this Site can be strenuous and should be scaled or done in moderation. There is an inherent risk in any exercise that, while providing some health benefits, it can also cause unknown health issues. Application or reliance on the techniques, advice, ideas, and suggestions of any person associated with My Fit Number or this Site are at your sole discretion and risk.

Never disregard professional medical advice or delay in seeking it because of something you have read on the Site. If you think you may have a medical emergency, call your doctor or 911 immediately. My Fit Number does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Site. Reliance on any information provided by My Fit Number, My Fit Number employees or staff, others appearing on the Site at the invitation of My Fit Number, or other visitors to the Site is solely at your own risk.

## **V. Use of Site; Limited License**

All content on this Site and otherwise available through this Site, including designs, logos, artwork, text, graphics, images, data, information, software, music, sounds, interactive features, video, audio and other files, and all other copyrightable or otherwise legally protectable elements of the Site, including, without limitation, their selection, compilation and arrangement, is owned by My Fit Number or its licensors. No Site content may be modified, distributed, framed, copied, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, licensed, bartered, leased or sold in any form or by any means, in whole or in part, other than as expressly permitted in these Terms of Use or as expressly authorized in writing by My Fit Number.

Subject to these Terms of Use, authorized users may access and use this Site and this Site's content and download or print a reasonable number of copies of portions of this Site content to which the user has properly gained access solely for the user's personal, noncommercial use (unless otherwise expressly authorized in writing by My Fit Number), provided that the user maintains all copyright or other proprietary notices, without alteration, on all copies of such Site content. You may not publish or otherwise distribute Site content, including via the Internet, any social media platform or network or any intranet or extranet site, or incorporate this Site content in any other database or compilation. You may not use any data mining, robots, scraping or similar data gathering or extraction methods to obtain Site content. Any use of this Site or this Site's content other than as specifically authorized herein is prohibited and will automatically terminate your rights with respect to use of this Site and this Site's content granted herein. We reserve the right to suspend or deny, in our sole discretion, your access to all or any portion of the Site. In some cases the copyright or publicity rights for content on this Site may be held by someone other than My Fit Number, and permission to use such materials must be requested from the copyright or publicity rights owner, as applicable. All rights of My Fit Number or its licensors that are not expressly granted in these Terms of Use are reserved to My Fit Number and its licensors.

## **VI. Links to and from this Site**

Unless otherwise notified by us, you are free to link to this Site so long as you make it clear that (a) the linked content belongs to My Fit Number; (b) such content is not your own; and (c) the originating website makes no claim of owning, being related to or owned or controlled by, being under common control with, or sanctioned by, approved by, or endorsed by, My Fit Number.

This Site may contain links or references to other websites maintained by third parties over whom we have no control. Such links are provided merely as a convenience. Such third party sites and third party content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any third party sites accessed through this Site or any third party content posted on or available through this Site, including the content, accuracy, advice, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the third party sites or the third party content. Inclusion of, linking to or permitting the use of any third party site or any third party content does not imply approval or endorsement thereof by My Fit Number. If you decide to leave this Site and access the third party sites or to access or use any third party content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any third party site to which you navigate from this Site or relating to any applications you use or install from this Site.

## **VII. Unsolicited Submissions**

My Fit Number welcomes your participation and contributions to its online forums and discussions, including your feedback and comments on your experiences with the My Fit Number program, and My Fit Number's events, activities, competitions, judges courses, and workouts. But My Fit Number's policy is not to, and neither My Fit Number nor any of its employees will, accept or consider unsolicited ideas, suggestions and other material. This is to avoid the possibility of future misunderstandings arising if My Fit Number develops or implements or uses a program, product, equipment, service, feature, workout, software, application or tool that seems to be similar to your own ideas or creative work. If you do submit any feedback, comments, ideas, suggestions, concepts, workouts, marketing plans, names for new events, or material (collectively, "**Submissions**") to My Fit Number, including any Submissions that we have asked you not to submit to us, then regardless of what your Submission and any accompanying correspondence might say, by submitting your Submission you acknowledge and agree that:

1. At the moment you submit your Submission to My Fit Number, you are automatically and irrevocably assigning your Submission and all rights to it to My Fit Number, and My Fit Number will have no obligations to you in relation to your Submission;
2. In the event that your Submission is not assignable, you hereby acknowledge and agree that, from the moment you submit your Submission to My Fit Number, you grant My Fit Number and its designees a worldwide, perpetual, irrevocable, sublicenseable, transferable, assignable, non-exclusive and royalty free right and license to reproduce,

publish, distribute, prepare derivative works from, display, perform, modify, adapt, broadcast, license, sell, offer for sale, translate, make, have made, import and otherwise use, any Submission, including, without limitation, all copyrights, trademarks, trade secrets, patents, industrial rights and all other intellectual and proprietary rights related thereto, for any purpose whatsoever, commercial or otherwise, in any medium now known or hereafter devised, without compensation or credit to you, including sublicensing any third party to do any of the foregoing. To the extent permitted by applicable laws, you also give up any claim that any use by My Fit Number and/or its licensee(s) of any Submission violates any of your rights, including but not limited to moral rights, privacy rights, rights to publicity, proprietary, statutory or other rights, and/or rights to credit for the material or ideas set forth therein;

3. Your Submission will not contain any proprietary or confidential information;
4. My Fit Number is under no obligation to keep your Submission confidential or to otherwise protect your Submission;
5. My Fit Number may already be considering or developing a similar idea, program, concept, product, service, feature, movement, workout, software, application or tool; and
6. We shall determine, in our sole discretion, whether materials you submit to us or to the Site are classified as Submissions or User Content.

### **SOFTWARE AND APPLICATIONS AVAILABLE ON THIS SITE**

Any software or application that is made available via this Site ("**Software**") is the copyrighted work of My Fit Number and/or third party providers or other suppliers of My Fit Number. In addition to these Terms of Use, your use of the Software is governed by the terms of the end-user license agreement, if any, which accompanies or is included with the Software ("**License Agreement**"), which License Agreement is incorporated herein by reference. End users shall not install or use any Software that is accompanied by or includes a License Agreement unless the end user first agrees to the License Agreement terms, and shall not circumvent or attempt to circumvent any click-through consents required to install or use any Software. For any Software not accompanied by a License Agreement, the following shall constitute the License Agreement:

"Subject to the My Fit Number Terms of Use and your agreement therewith, My Fit Number hereby grants to you, the user, a personal, non-transferable, non-exclusive license during the term of this license agreement to use this software for its intended purpose in accordance with this license agreement, and for no other purpose. Please note that this software is owned by My Fit Number and/or third party providers or other suppliers of My Fit Number and is protected by copyright laws and international treaty provisions. Any reproduction, exchange, transfer or redistribution of this software is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible."

WITHOUT LIMITING THE FOREGOING, COPYING, REPRODUCTION, REVERSE ENGINEERING, DECOMPILING, DERIVING SOURCE CODE FROM, OR

DISASSEMBLING, IN WHOLE OR IN PART, OF THE SOFTWARE MADE AVAILABLE VIA THIS SITE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION, OR CREATING DERIVATIVE WORKS BASED OFF SUCH SOFTWARE, IS EXPRESSLY PROHIBITED. THE SOFTWARE MAY BE SUBJECT TO OTHER LIMITATIONS, DISCLAIMERS OR WARRANTIES SET FORTH IN THE APPLICABLE LICENSE AGREEMENT ENTERED INTO BY YOU IN CONNECTION WITH YOUR PURCHASE OR USE OF THE SOFTWARE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF SUCH LICENSE AGREEMENT AND THESE TERMS OF USE, THE LICENSE AGREEMENT SHALL CONTROL WITH RESPECT TO THE SOFTWARE ONLY. THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE APPLICABLE LICENSE AGREEMENT. EXCEPT AS WARRANTED IN THE LICENSE AGREEMENT, AND SUBJECT TO THE "NO WARRANTIES" SECTION OF THESE TERMS OF USE, MY FIT NUMBER AND MY FIT NUMBER'S THIRD PARTY PROVIDERS AND SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES

AND CONDITIONS WITH REGARD TO THE SOFTWARE, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

### **VIII. User Content**

By submitting, posting, uploading, displaying, performing, transmitting, or otherwise distributing information, including workout, nutrition, gym and biographical information, messages, notes, text, listings, videos, pictures, graphics, drawings, audio, music and sound, text, data, communications or other content ("**User Content**"), to this Site, you authorize My Fit Number to treat any User Content as non-confidential and non-proprietary. You retain all of your rights in User Content you post to our Site. However, from the time of uploading or submission of the

User Content, you grant My Fit Number, its subsidiaries, entities owned, related to or controlled by My Fit Number, officers, directors, employees, staff, consultants, agents, and representatives, a nonexclusive, worldwide, perpetual, irrevocable, royalty-free, fully-paid, sublicenseable and freely transferable right and license to reproduce, publish, distribute, prepare derivative works from, display, perform, modify, adapt, broadcast, license, sell, translate, and otherwise use User Content, in whole or in part, including, without limitation, in connection with the operation, promotion, marketing, and advertising of the business, products, programs, events, competitions and services of My Fit Number, including the exploitation thereof, in each case in any media formats and through any means or methods whether now known or hereafter discovered. You agree that My Fit Number may so exploit your User Content without compensation or credit to you, including by sublicensing any third party to do any of the foregoing. To the extent permitted by applicable laws, you also give up any claim that any use by My Fit Number and/or its third party providers or sublicensees of any User Content violates any of your rights, including but not limited to moral rights, privacy rights, rights to publicity, proprietary, statutory or other rights, and/or rights to credit for the material or ideas set forth therein. You agree that My Fit Number

may publish or otherwise disclose your name, age and other information provided by you in connection with your My Fit Number ID or event registration User Content.

You are in the best position to know if the User Content you submit to this Site is legally allowed. You agree that you shall not upload or otherwise transmit on or through the Site any Content that is subject to any third-party rights. By posting User Content on this Site, you warrant and represent that you own the rights to the User Content or are otherwise authorized to post, upload, distribute, display, perform, transmit, or otherwise use User Content, and to license and permit My Fit Number to exploit the User Content as described above, and that My Fit Number's exploitation of the User Content as described above will not violate any rights of or require any compensation to any third party.

You are solely responsible for the User Content, and any other content, material or data that you upload, publish or display on or through this Site, or transmit to or share with others. You may not post, transmit, or distribute User Content that you did not create or that you do not have permission to post. You understand and agree that My Fit Number may, but is not obligated to, review this Site and may delete, edit, refuse to post or remove (without notice) any Site content or User Content in its sole discretion, for any reason or no reason, including User Content that My Fit Number believes violates these Terms of Use. My Fit Number has no backup or storage obligations regarding User Content.

My Fit Number does not verify the accuracy or authenticity of any User Content, and makes no representations or warranties with respect to any User Content. My Fit Number makes no representations concerning and is under no obligation to prevent, the downloading, distribution, linking to, or re-posting of your User Content by third parties, including by or through search engines. You expressly waive any and all claims you may have against My Fit Number and release My Fit Number from any and all liability arising from or related to the User Content, including any exploitation of the User Content by a third party, whether or not authorized by My Fit Number.

### **Reporting Violations of Your Copyrights or other Intellectual Property Rights**

We will respond to notices of alleged copyright or other intellectual property infringement that comply with the Digital Millennium Copyright Act (“DMCA”) and other applicable laws. In addition, you agree that, in the event we receive a written demand from a third party alleging that any User Content infringes upon, dilutes, tarnishes or otherwise violates its trademark or trade secret rights, we may in our sole discretion, remove or disable access to such User Content.

If you are a copyright owner, or an agent thereof, and believe that any of the content on this Site infringes upon your copyrights or other intellectual property right, pursuant to the DMCA, you may submit a notification by providing our Copyright Agent (contact information below) with the following information:

- A physical or electronic signature of the copyright, or other intellectual property right, owner (or someone authorized to act on behalf of the owner);

- Identification of the protected work and intellectual property right (i.e., copyright or trademark) claimed to have been infringed, or, if multiple protected works are covered by a single notification, a representative list of such works;
- Identification and location of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit My Fit Number to locate the material;
- Information reasonably sufficient to permit My Fit Number to contact you, such as an address, telephone number, and, if available, an electronic mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or other intellectual property right owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the information in the notification is accurate, and that you are authorized to act on behalf of the intellectual property right owner of the right that is allegedly infringed.

You acknowledge that if you fail to comply with the procedures provided in this subsection for reporting a claimed copyright infringement, your notice may not be valid under the DMCA. See 17 U.S.C. 512(c)(3) for further details.

With respect to content that was taken down due to a copyright infringement claim, if you believe that your content that was removed (or access was disabled to) is not copyright infringing, or that you have authorization from the rightful copyright owner, the copyright owner's agent, or pursuant to law, to post and use the allegedly infringing material in your posted content, you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- Identification or description of the material that has been removed or to which access has been disabled and the original location where the material appeared before it was removed or disabled;
- A statement by you, made under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or a misidentification of the material removed or disabled; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the United States District Court for the District of Colorado, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, My Fit Number may send a copy of the counter-notice to the original complaining party informing that person that it may replace

the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the material provider, member or user, the removed material may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at My Fit Number's sole discretion. See 17 U.S.C. 512(g)(3) for further details.

Our designated Copyright Agent (the "**Copyright Agent**") will receive notifications of claimed infringement and counter-notices at 6522 E PONDEROSA DR, PARKER, CO 80138 or via email at [legal@MYFITNUMBER.COM](mailto:legal@MYFITNUMBER.COM). This e-mail address is intended solely for the receipt of legal "Notifications of Claimed Infringement" under the DMCA. It is not intended for general inquiries and permission requests concerning the use of My Fit Number content.

In an effort to protect the rights of intellectual property owners, we maintain a policy for the termination, in appropriate circumstances, of user accounts of this Site who repeatedly infringe the copyright and other intellectual property rights of others.

## **X. Copyright and Content**

The contents of this Site are protected by copyright under United States and foreign laws. Title to the content of this Site remains with My Fit Number or its licensors. Any use of such content not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws. Content and features are subject to change or termination without notice in the editorial discretion of My Fit Number. All rights not expressly granted herein are reserved to My Fit Number and its licensors.

## **XI. Use of Public Forums and Inappropriate Content**

My Fit Number offers and maintains certain discussion boards, user forums and other places where the My Fit Number user community can post questions and share information, ideas, workouts, comments or advice. You agree that you will not upload or transmit any User Content of any type to any Public Forums of this Site (including, without limitation, message boards, blogs, vlogs, bulletin boards, list serves, wiki's or other open forums made available through our Site) (a "**Public Forum**") that infringe or violate any rights of any party. By submitting any User Content to the Public Forums, you agree that such User Content is non-confidential for all purposes. If you use a Public Forum on this Site, you are solely responsible for your own communications, the consequences of posting those communications, and your reliance on any communications found on our Site. My Fit Number and any party involved in creating, producing, delivering or maintaining this Site are not responsible for the consequences of any communications in the Public Forums. We expressly disclaim responsibility for and liabilities resulting from, any information or communications from and between users of the Public Forums. In cases where you feel threatened or believe someone else is in danger, you should contact your local law enforcement agency and My Fit Number immediately.

You agree not to (including not facilitating or assisting), directly or indirectly, upload, download, link, stream, display, perform, promote, advertise, transmit, or otherwise distribute any content that:

(a) is libelous, defamatory, obscene, pornographic, abusive, threatening, unlawful, fraudulent, harmful, harassing, tortious, vulgar, that may be invasive or in violation of another's right of privacy or publicity, hateful, racially, ethnically or otherwise objectionable as determined by us in our sole discretion;

(b) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, provincial, national or foreign law or regulation;

(c) advertises or otherwise solicits funds or is a solicitation for goods or services;

(d) distributes or facilitates the distribution of viruses, corrupted data, trojan horses, bots, keystroke loggers, worms, time bombs, cancelbots or other computer programming routines or computer code that are intended to and/or actually damage, detrimentally interfere with, surreptitiously intercept or mine, obtain unauthorized access to, scrape or expropriate any system, software, data or personal information;

(e) adversely affects the availability of Site resources to other users (e.g., excessive shouting (use of all caps), flooding (continuous posting of repetitive text) or excessively large embedded images);

(f) solicits or disseminates surveys (other than any such functionality expressly provided for by the Public Forum that otherwise complies with these Terms of Use), contests, pyramid schemes, chain letters, junk mail, spam, or unsolicited messages;

(g) creates a false identity for the purpose of misleading others, to be determined in our sole discretion;

(h) transmits or facilitates the transmission of any content to an e-mail address, messenger-feature address or other location that is not yours or to which you do not have the expressly authorized right to use without securing the prior authorization of the owner or licensor of such other address or other location; and

(i) transmits or facilitates the transmission of any User Content that infringes any patent, trademark, trade secret, copyright, privacy, publicity or other proprietary, statutory, common law or other rights of any party.

My Fit Number reserves the right to terminate your receipt, transmission, or other distribution of any such material using this Site, and, if applicable, to delete any such material from its servers as well as to take any other action required or permitted under any applicable laws. My Fit Number intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms of Use or any applicable laws.

## **XII. Other Prohibited Uses**

You are prohibited from violating or attempting to violate, and agree not to violate or attempt to violate, any security features of this Site, including, without limitation:

- (a) accessing or attempting to access any content or data not intended for you, or logging onto a server or account that you are not authorized to access;
- (b) attempting to probe, scan, or test the vulnerability of this Site, or any associated system or network, or to breach security or authentication measures without proper authorization;
- (c) interfering or attempting to interfere with service to any user, host or network;
- (d) using this Site to send unsolicited e-mail or other communications, including, without limitation, promotions or advertisements for products or services;
- (e) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to human-perceivable form any of the source code used by My Fit Number in providing this Site; and
- (f) imposing (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure.

Any violation of system or network security may subject you to civil and/or criminal liability.

## **XIII. Alleged Violations (Termination)**

My Fit Number reserves the right to suspend or terminate your use of this Site. To ensure that My Fit Number provides a high quality experience for you and other users of this Site, you agree that My Fit Number or its representatives may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of this Site. My Fit Number does not intend to disclose the existence or occurrence of such an investigation unless required by law, but My Fit Number reserves the right to suspend or terminate your account or your access to this Site immediately, with or without notice to you, and without liability to you, if My Fit Number believes that you have violated any of the Terms of Use, furnished My Fit Number with false or misleading information, or interfered with the use of this Site by others.

## **XIV. No Warranties**

MY FIT NUMBER AND MY FIT NUMBER'S RELATED ENTITIES AND SUBSIDIARIES, INCLUDING ENTITIES IT OWNS, CONTROLS OR IS UNDER COMMON CONTROL WITH, MY FIT NUMBER'S THIRD PARTY PROVIDERS, ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING ANY CONTENT, SOFTWARE OR SERVICES CONTAINED ON THE SITE, AND ANY OF THEIR

RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, STAFF, REPRESENTATIVES, CONTRACTORS OR AGENTS (COLLECTIVELY, THE "MY FIT NUMBER PARTIES") HEREBY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS. THE MY FIT NUMBER PARTIES ARE MAKING THIS SITE (INCLUDING WITHOUT LIMITATION, THIS SITE'S CONTENT AND ANY SOFTWARE) AVAILABLE "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THIS SITE, INCLUDING, WITHOUT LIMITATION, PHYSICAL INJURY OR DEATH AS WELL AS DAMAGES TO PERSONAL PROPERTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE MY FIT NUMBER PARTIES EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, REGARDING THIS SITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. THE MY FIT NUMBER PARTIES DO NOT WARRANT THAT THIS SITE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THIS SITE WILL BE UNINTERRUPTED, SECURE, BUG-FREE OR ERROR-FREE; NOR DO THE MY FIT NUMBER PARTIES MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITE OR AS TO THE ACCURACY, RELIABILITY, QUALITY OR CONTENT OF ANY INFORMATION, SERVICE OR MERCHANDISE PROVIDED ON OR THROUGH THE SITE.

SUBJECT TO ANY APPLICABLE LAWS WHICH PROHIBIT THE FOLLOWING LIMITATIONS AND EXCLUSIONS, THE DISCLAIMERS OF LIABILITY CONTAINED IN THIS "NO WARRANTIES" SECTION APPLY TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF THIS SITE, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

WITH RESPECT TO ANY CONTEST OR COMPETITION OPERATED, SANCTIONED, HOSTED OR ORGANIZED BY MY FIT NUMBER OR THIRD PARTY PROVIDERS THAT MAY BE ACCESSIBLE FROM, OR REQUIRE REGISTRATION ON, THIS SITE, EACH REGISTRANT OR PARTICIPANT AGREES TO BE BOUND BY MY FIT NUMBER'S APPLICABLE RULES AND POLICIES FOR SUCH CONTEST OR COMPETITION AND THE DECISIONS OF MY FIT NUMBER, WHICH SHALL BE FINAL. MY FIT NUMBER RESERVES THE RIGHT TO DISQUALIFY ANY PERSON, TEAM, ENTRY, OR E-MAIL ADDRESS THAT MY FIT NUMBER DETERMINES TO BE IN VIOLATION OF ANY TERM CONTAINED IN MY FIT NUMBER'S RULES OR POLICIES OR THESE TERMS OF USE.

MY FIT NUMBER IS NOT RESPONSIBLE FOR AND SHALL NOT BE LIABLE FOR: (I) ANY ERRORS IN COMPETITION-RELATED MATERIALS, OR LATE, LOST, DELAYED, DAMAGED, MISDIRECTED, STOLEN, INCOMPLETE, ILLEGIBLE, UNINTELLIGIBLE

OR POSTAGE-DUE ENTRIES (AS APPLICABLE), NOTICES, SUBMISSIONS, RELEASES, FORMS, AFFIDAVITS, OR OTHER CORRESPONDENCE; (II) TELEPHONE, ELECTRONIC, HARDWARE OR SOFTWARE PROGRAM, NETWORK, INTERNET, OR COMPUTER MALFUNCTIONS, FAILURES, INTERRUPTIONS OR DIFFICULTIES OF ANY KIND; (III) FAILED, INCOMPLETE, GARBLED, OR DELAYED COMPUTER TRANSMISSIONS; (IV) ANY CONDITION CAUSED BY EVENTS BEYOND THE CONTROL OF MY FIT NUMBER THAT MAY CAUSE THE SITE, CONTEST, COMPETITION OR JUDGING TO BE DISRUPTED OR CORRUPTED; (V) ANY INJURIES, LOSSES, OR DAMAGES OF ANY KIND ARISING IN CONNECTION WITH OR AS A RESULT OF ANY REGISTRATION, SUBMISSION, PRIZE, OR ACCEPTANCE, POSSESSION, OR USE OF ANY PRIZE, OR FROM PARTICIPATION IN THE COMPETITION OR ARISING FROM THE REGISTRANT'S OR PARTICIPANT'S ACCESS TO AND USE OF THE SITE (AND ALL RELATED WEBSITES, INCLUDING WWW.MYFITNUMBER.COM), INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, DISABILITY, AND PROPERTY DAMAGE, AND CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, OR INVASION OF PRIVACY, TO THE EXTENT PERMITTED BY LAW; OR (VI) ANY ERRORS IN ANY MATERIALS ASSOCIATED WITH THE COMPETITION. MY FIT NUMBER RESERVES THE RIGHT TO CANCEL, SUSPEND AND/OR MODIFY THE COMPETITION IF ANY PROBLEM CORRUPTS THE ADMINISTRATION, SECURITY, OR OPERATION OF THE COMPETITION, AS DETERMINED BY MY FIT NUMBER IN ITS SOLE DISCRETION. MY FIT NUMBER RESERVES THE RIGHT IN ITS SOLE DISCRETION TO DISQUALIFY ANY INDIVIDUAL, GROUP, ORGANIZATION OR TEAM IT FINDS TO BE TAMPERING WITH THE ENTRY, REGISTRATION, SUBMISSION OR VOTING PROCESS OR THE OPERATION OF THE COMPETITION OR TO BE ACTING IN VIOLATION OF MY FIT NUMBER'S RULES OR IN AN UNSPORTSMANLIKE OR DISRUPTIVE MANNER. ANY ATTEMPT BY ANY PERSON TO UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, MY FIT NUMBER RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. MY FIT NUMBER'S FAILURE TO ENFORCE ANY TERM OF MY FIT NUMBER'S RULES SHALL NOT CONSTITUTE A WAIVER OF THAT PROVISION.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF STATUTORY OR IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, INCLUDING (AS APPLICABLE IN YOUR JURISDICTION), WARRANTIES OF TITLE, POSSESSION, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CORRESPONDENCE WITH A DESCRIPTION OR SAMPLE OF THE APPLICABLE GOODS, AND THAT SERVICES WILL BE CARRIED OUT AT A REASONABLE PRICE, USING REASONABLE SKILL AND WITHIN A REASONABLE TIME. IN SUCH STATES OR JURISDICTIONS THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS "NO WARRANTIES" SECTION MAY NOT APPLY TO YOU. CONSEQUENTLY, IN SUCH STATES OR JURISDICTIONS, THE LIABILITY OF MY FIT NUMBER IS LIMITED TO THE EXTENT PERMITTED BY LAW, THEREBY

MINIMIZING THE LIABILITY OF THE MY FIT NUMBER PARTIES TO YOU TO THE LOWEST AMOUNT PERMITTED BY APPLICABLE LAW. THIS LIMITATION IS INDEPENDENT OF ANY OTHER LIMITATION SET FORTH IN THESE TERMS OF USE.

THE MY FIT NUMBER PARTIES DO NOT ENDORSE AND ARE NOT RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENT, NOR FOR ANY LIBELOUS, DEFAMATORY, OBSCENE, PORNOGRAPHIC, ABUSIVE, THREATENING, UNLAWFUL, FRAUDULENT, HARMFUL, HARASSING, TORTIOUS, VULGAR, HATEFUL, RACIALLY, ETHNICALLY OR OTHERWISE OBJECTIONABLE OR OFFENSIVE POSTING OR CONDUCT, ON THIS SITE BY ANYONE OTHER THAN AUTHORIZED MY FIT NUMBER EMPLOYEES WHILE ACTING IN THEIR OFFICIAL CAPACITIES. UNDER NO CIRCUMSTANCES WILL THE MY FIT NUMBER PARTIES BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED ON OR THROUGH THIS SITE. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION, OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH THIS SITE. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SPECIFIC INFORMATION, OPINION, ADVICE OR OTHER CONTENT.

MY FIT NUMBER DOES NOT ENDORSE, WARRANT OR GUARANTY ANY PRODUCT OR SERVICE OFFERED BY A THIRD PARTY THROUGH THIS SITE AND MY FIT NUMBER WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

#### **XV. Accuracy & Completeness**

Due to constant advances in technology, strength and conditioning programs, and medicine, the possibility of typographical error, unexpected scheduling changes of meetings, events, judges courses, contests and competitions posted on this Site, and the wide variety of authors contributing to this Site, readers are encouraged to confirm the information contained herein with other sources. Corrections and additions will be made only as allowed by the availability of time and resources. The accuracy and timeliness of the information on this Site cannot be guaranteed.

YOU ACKNOWLEDGE AND AGREE THAT MY FIT NUMBER DOES NOT, AS A PRACTICE, MONITOR THE ACCURACY OR RELIABILITY OF CONTENT ON THIS SITE, NOR WILL WE HAVE ANY OBLIGATION OR LIABILITY TO DO SO. ALTHOUGH CARE HAS BEEN TAKEN IN PREPARING THE CONTENT, ALL INFORMATION, SERVICES AND CONTENT THAT IS PROVIDED HERE OR COULD BE REACHED BY USING THIS SITE AS A STARTING POINT IS PROVIDED TO YOU "AS-IS", "WITH ALL

FAULTS" AND "AS AVAILABLE". YOU AGREE THAT ACCESS TO AND USE OF THIS SITE AND THE INFORMATION, SERVICES AND CONTENT AVAILABLE THEREON IS AT YOUR OWN RISK. NEITHER MY FIT NUMBER NOR ANY AUTHOR OR SUPPLIER CONTRIBUTING TO THIS SITE IS RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN ANY INFORMATION PROVIDED OR THE RESULTS OBTAINED FROM THE USE OF SUCH INFORMATION, SERVICES OR CONTENT.

#### **XVI. Limited Liability**

NEITHER MY FIT NUMBER, NOR ANY PARTY INVOLVED IN CREATING, PRODUCING, DELIVERING OR MAINTAINING THIS SITE AND ANY CONTENT THEREON SHALL BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO ACCESS TO (I) THE USE OF, OR INABILITY TO USE THIS SITE OR ANY INFORMATION, SERVICES OR CONTENT AVAILABLE THEREON OR WHICH CAN BE REACHED BY USING THIS SITE AS A STARTING POINT, (II) THE BREACH OF ANY REPRESENTATION OR WARRANTY, (III) THE USE OR DOWNLOADING OF ANY SOFTWARE OR APPLICATION OWNED OR OPERATED BY MY FIT NUMBER OR ANY THIRD PARTY, IN CONNECTION WITH THIS SITE, OR (IV) ANY ERRORS OR OMISSIONS IN THE INFORMATION, SERVICES OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MY FIT NUMBER, ANY PARTICIPATING ORGANIZATION OR ANY PARTY INVOLVED IN CREATING, PRODUCING, DELIVERING OR MAINTAINING THIS SITE OR ANY INFORMATION, SERVICES OR CONTENT THEREON IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION INCLUDES, BUT IS NOT LIMITED TO, PERSONAL INJURY, INCLUDING DEATH AND DISABILITY AS WELL AS DAMAGES TO PERSONAL PROPERTY.

IN THE EVENT ANY CLAIM RELATING TO THE PERFORMANCE OR NONPERFORMANCE BY MY FIT NUMBER PURSUANT TO THESE TERMS OF USE, OR IN ANY OTHER WAY CONCERNING THIS SITE, IS MADE BY YOU, THE ACTUAL DAMAGES TO WHICH YOU MAY BE ENTITLED SHALL BE LIMITED TO THE FEES, IF ANY, PAID BY YOU FOR USE OF THIS SITE.

#### **XVII. Indemnification**

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS MY FIT NUMBER AND ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, DELIVERING OR MAINTAINING THIS SITE AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, STAFF, AGENTS, LICENSORS, LICENSEES, SUPPLIERS AND THIRD PARTY PARTNERS FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY AND ACCOUNTING FEES, RESULTING FROM (I) YOUR

VIOLATION OF THESE TERMS OF USE, (II) YOUR VIOLATION OF ANY THIRD PARTY RIGHTS, INCLUDING WITHOUT LIMITATION, ANY COPYRIGHT, TRADEMARK, PROPERTY, PUBLICITY OR PRIVACY RIGHT, (III) ANY CLAIM THAT YOUR USER CONTENT CAUSED DAMAGE TO A THIRD PARTY, (IV) THE BREACH BY YOU OF ANY REPRESENTATIONS, WARRANTIES AND/OR COVENANTS CONTAINED HEREIN OR (V) YOUR USE OF THIS SITE.

#### **XVIII. Taxes**

You may be required to report as taxable income the value of any prizes received by you. To collect a prize, you may be required to provide a valid Social Security number or other tax identification number and any other information reasonably required by My Fit Number. You acknowledge and agree that any such taxes shall be your sole responsibility. My Fit Number and/or any sponsor who provides a particular prize may report the value of the prize to local, state, provincial, national or foreign taxing authorities.

#### **XIX. Governing Law**

The Terms of Use are governed by the internal and substantive laws of the State of Colorado without respect to its conflict of laws principles. The UN Convention on Contracts for the International Sale of Goods is expressly disclaimed.

This Site is controlled and operated by My Fit Number from its offices within the State of Colorado, United States of America. My Fit Number makes no representation that materials on or linked to from this Site are appropriate or available for use in other locations. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Software from this Site is further subject to United States export controls. No Software or other content from this Site may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, North Korea, Iran, Syria, Sudan, or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

#### **XX. Dispute Resolution**

You agree that any suit, action, claim or dispute (“**Claim**”) arising out of or relating to these Terms of Use or any services thereon (including without limitation, statutory, equitable or tort claims) shall be submitted to the American Arbitration Association (“**AAA**”) for final and binding arbitration in Denver, Colorado, in English, before a single neutral arbitrator (“**Arbitrator**”). The Arbitrator shall be a retired state or federal court judge and shall be mutually agreed upon by the parties. If the parties are unable to agree on an Arbitrator, the Arbitrator shall be appointed by AAA with consideration given to the Arbitrator's experience presiding over or litigating software industry matters. Notwithstanding the foregoing, My Fit Number may bring an action in any court of applicable jurisdiction to protect its intellectual

property or other rights or to seek to obtain injunctive relief or other equitable remedies from a court to enforce the provisions of these Terms of Use or to enforce the decision of the Arbitrator.

You will not raise in connection therewith, and hereby waive, any defenses based upon venue, the inconvenience of the forum, the lack of personal jurisdiction, the sufficiency of service of process or the like in any such action, suit or proceeding brought in the State of Colorado. If necessary, you further agree and expressly consent to the exercise of personal jurisdiction by the courts of the State of Colorado in connection with any such dispute including any Claim involving My Fit Number or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, content providers and any other party involved in creating, producing, delivering or maintaining this Site.

**YOU AND MY FIT NUMBER AGREE THAT ANY ARBITRATION SHALL BE LIMITED TO THE CLAIM BETWEEN MY FIT NUMBER AND YOU INDIVIDUALLY. TO THE FULL EXTENT PERMITTED BY LAW: (1) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER; (2) THERE IS NO RIGHT OR AUTHORITY FOR ANY CLAIM TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; AND (3) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR ANY OTHER PERSONS. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.**

#### **XXI. Severability/Waiver**

If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. The section headings used herein are for convenience only and shall not affect the interpretation of these Terms of Use.

Our failure to exercise any right or remedy available upon your breach of these Terms of Use or the failure by us to demand the prompt performance of any obligation hereunder, shall not be deemed a waiver of (a) our rights or remedies, (b) the requirement of punctual performance or (c) any right or remedy in connection with a subsequent breach or default on your party. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such terms and condition or any other term or condition.

#### **XXII. Modifications**

My Fit Number may, in its sole discretion and without prior notice, (a) revise these Terms of Use; (b) modify this Site, including the Privacy Policy; or (c) discontinue this Site (in whole or in part) at any time. My Fit Number shall post any revision to these Terms of Use to this Site, and the revision shall be effective immediately on such posting. You agree to review these Terms of Use and other online policies posted on this Site periodically to be aware of any revisions. You agree that, by continuing to use or access this Site following notice of any revision or the

posting of any revision, you shall abide by any such revision. When we change the Terms of Use or Privacy Policy in a material manner, we will update the 'last modified' date at the bottom of this page.

### **XXIII. Assignment**

We may assign these Terms of Use with or without notice to one or more third parties.

### **XXIV. Complete Agreement**

Except as expressly provided in any particular "legal notice", competition (such as The My Fit Number Challenge) or end user software license agreement found on this Site, these Terms of Use and our Privacy Policy constitute the entire agreement between you and My Fit Number with respect to the use of this Site and the content therein.

### **XXV. Our Address**

My Fit Number LLC  
6522 E. Ponderosa Dr, Parker, CO 80138

### **XXVI. For Additional Information**

If you have any questions about these Terms of Service, please contact [legal@MYFITNUMBER.COM](mailto:legal@MYFITNUMBER.COM).

### **XXVII. Last Modified Date of these Terms of Use**

MARCH 19, 2019.