

# Muuv Labs

## Terms of Service

**Date of Last Update: August 27, 2021**

Please read this document from beginning to end. Muuv Labs LLC together with our affiliates and joint venturers, (“Muuv Labs”, “we”, or “us”) provides a digital fitness and coaching platform and related products, coaching services, content and features through Muuv Labs’ websites (including iOS and Android applications (“Apps”)) and Muuv Labs’ social media pages (including on Facebook, Instagram, iHeart Radio and Twitter) together the “Muuv Labs Services.” By registering as a member, purchasing premium services, visiting, browsing, or using the Muuv Labs Services in any way, you (as a “user”) accept and agree to be bound by these Terms of Service (“Terms”), which forms a binding agreement between you and Muuv Labs.

These terms contain a binding arbitration provision and class action waiver. 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 Muuv Labs and you 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 Muuv Labs Services. Certain elements of the Muuv Labs Services may be subject to additional terms and conditions specified from time to time; your use of those elements of the Muuv Labs Services is subject to those additional terms and conditions, which are incorporated into these Terms by this reference.

### 1. Who May Use the Muuv Labs Services

**Age Requirement.** You must be at least 18 years old, or the age of legal majority in your jurisdiction of residence, to use or purchase the Muuv Labs Services. Individuals 14 years of age and older who physically healthy enough to do so may participate in Muuv Labs workouts provided that such individuals:

1. Have been cleared to participate by a family physician;
2. Have permission to participate from a parent or legal guardian who will provide supervision;
3. Rest, hydrate and modify physical effort as needed.

We may, in our sole discretion, refuse to offer the Muuv Labs Services 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 Muuv Labs Services is revoked where these Terms or use of the Muuv Labs Services is prohibited or conflicts with any applicable law, rule or regulation. Further, the Muuv Labs Services are offered only for your personal, non-commercial use, and not for the use or benefit of any third party.

### 2. License to Use the Muuv Labs Services

License. Subject to your compliance with these Terms and solely for so long as you are permitted by us to access and use the Muuv Labs Services, Muuv Labs grants you a limited, non-transferable, non-exclusive, revocable right and license to access and use the Muuv Labs Services 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 and listen to Content (defined below) available on the Muuv Labs Services 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 will remain in effect unless and until you violate these Terms or this license is terminated by you or Muuv Labs .

Restrictions. Except as expressly permitted in writing by an authorized representative of Muuv Labs , you will not reproduce, redistribute, sell, transfer, create derivative works from, decompile, reverse engineer, or disassemble the Muuv Labs Services, nor will you take any measures to interfere with or damage the Muuv Labs Services. Unless otherwise specified, copying or modifying any Content or using Content for any purpose other than your personal, non-commercial use of the Muuv Labs Services, including use of any such Content on any other website or networked computer environment, is strictly prohibited. All rights not expressly granted by Muuv Labs in these Terms are reserved.

### 3. Privacy

The Muuv Labs **Privacy Policy** forms a part of these Terms.

### 4. Membership Requirements Registration

To enjoy access to the Muuv Labs Services, you must register as a member of the Muuv Labs Services. You must provide complete and accurate registration information to Muuv Labs, 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 access or if applicable your premium content subscription. You may not use someone else's name, or any name, location, other public profile information or image that violates any third party rights, is against the law, or that is offensive, obscene or otherwise objectionable (in Muuv Labs'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. 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 Muuv Labs Services. If you become aware of unauthorized access to your account, change your password and notify our Support team immediately.

### 5. Membership Structure and Fees

Muuv Labs will provide information on its then-current Subscription requirements on the Muuv Labs Site and/or by other means through the Muuv Labs Services. Features and prices are subject to change.

### 6. Sale of Products

Muuv Labs may accept orders for premium coaching services, equipment, apparel or accessories that we may offer through the Muuv Labs Site or at other on-line retailers. Unfortunately, availability of products cannot be guaranteed. Please note that product, service and other information provided is 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 Muuv Labs Site or to your email address after your payment has been processed.

## 7. Termination; Account Deletion

Term. These Terms begin on the date you first use the Muuv Labs Services and continue as long as you have an account with us and/or continue to use the Muuv Labs Services.

Termination. Muuv Labs may, in Muuv Labs'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 Muuv Labs determines that you have violated these Terms or that your conduct or User Content would tend to damage Muuv Labs's reputation or goodwill. If Muuv Labs deletes your account, you may not re-register for or use the Muuv Labs Services under any other user name or profile. Muuv Labs may block your access to the Muuv Labs Services to prevent re-registration.

Effect of Termination / Account Deletion. Upon termination of these Terms all licenses granted by Muuv Labs 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, and all general provisions. In the event of account deletion for any reason, User Content may no longer be available and Muuv Labs 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 subscription services and any other Content or features provided through the Muuv Labs Services. Muuv Labs, in its sole discretion, may make available a very limited amount of Content or features to non-subscribers from time to time, and any use of that Content is governed by these Terms.

## 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 Muuv Labs Services; and (ii) "User Content" means any content that users (including you) provide to be made available through the Muuv Labs Services. 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 behalf of you 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 Muuv Labs Services 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 with respect to any Content that you access on or through the Muuv Labs Services.

As between you and Muuv Labs, you represent that you own (or have all rights necessary to grant Muuv Labs the rights below to) all User Content that you submit to the Muuv Labs Services, and that Muuv Labs 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 Muuv Labs 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 make 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 Muuv Labs Services permission to view your User Content for their personal, non-commercial purposes. If you make suggestions to Muuv Labs or through the Muuv Labs Services about improving or adding new features or products to the Muuv Labs Services or you otherwise provide feedback, product or service reviews or testimonials, you hereby grant to Muuv Labs 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 Muuv Labs Services. 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, Muuv Labs 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. distribute, transfer, sublicense, lease, lend or rent the App to any third party;
2. copy, modify or create derivative works based on the App;
3. reverse engineer, decompile or disassemble the App; or
4. make the functionality of the App available to multiple users through any means.

Muuv Labs 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:

- These Terms are between you and Muuv Labs, and not with the App Provider, and Muuv Labs (not the App Provider), is solely responsible for the App.
- The App Provider has no obligation to furnish any maintenance and support services with respect to the App.
- 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 Muuv Labs.
- 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.
- 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, Muuv Labs 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.
- The App Provider and its affiliates are third-party beneficiaries of these Terms as related to your license to the App, and that, 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.
- 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 an individual, or associated with an entity, designated under the UK’s Terrorist Asset-Freezing etc. Act 2010 (TAFA 2010); and
  3. you are not listed on any U.S. Government list of prohibited or restricted parties;
  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.
- You must also comply with all applicable third party terms of service when using the App.

## 10. General Prohibitions and Muuv Labs’ 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. promotes illegal or harmful activities or substances;
  5. is defamatory, obscene, pornographic, vulgar or offensive;
  6. promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;
  7. is violent or threatening or promotes violence or actions that are threatening to any person, animal, or entity;
  8. exploits minors or
2. Attempt to probe, scan or test the vulnerability of any Muuv Labs system or network or breach any security or authentication measures;
  3. Bypass any territorial restrictions, including IP address-based restrictions, that may be applied to the Muuv Labs Services;
  4. Download and/or install any third party software and/or application on any Muuv Labs hardware (excluding assistive technologies that are necessary for your own use of the Muuv Labs Services, such as screen-readers) that is not expressly permitted by Muuv Labs in writing;
  5. Use, display, mirror or frame the Muuv Labs Services or any individual element within the Muuv Labs Services, Muuv Labs' name, any Muuv Labs trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Muuv Labs' express written consent;
  6. Access, tamper with, or use non-public areas of the Muuv Labs Services, Muuv Labs computer systems, or the technical delivery systems of Muuv Labs providers;
  7. Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Muuv Labs or any of Muuv Labs' providers or any other third party (including another user) to protect the Muuv Labs Services or Content;
  8. Attempt to access, scrape or search the Muuv Labs Services or Content or download Content from the Muuv Labs Services, 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 Muuv Labs 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 Muuv Labs trademark, logo URL or product name without Muuv Labs' express written consent;
  11. Use the Muuv Labs Services 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 Muuv Labs;
  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 Muuv Labs Services 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 Muuv Labs Services 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 Muuv Labs Services;
15. Collect or store any personally identifiable information from the Muuv Labs Services from other users of the Muuv Labs Services without their express permission;
16. Copy, use, index, disclose or distribute any information or data obtained from the Muuv Labs Services, whether directly or through third parties (such as search engines), without Muuv Labs 's express written consent;
17. Alter, replicate, store, distribute or create derivatives from the Content available via the Muuv Labs Services except as expressly permitted in writing by Muuv Labs.
18. Impersonate or misrepresent your affiliation with any person or entity;
19. Access, use or exploit the Muuv Labs Services 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 Muuv Labs or the Muuv Labs Services;
20. Violate any applicable law or regulation; or
21. Encourage or enable any other individual to do any of the foregoing.

Although we're not obligated to monitor access to or use of the Muuv Labs Services or Content or to review or edit any User Content, we have the right to do so for the purpose of operating the Muuv Labs Services, to ensure compliance with these Terms, to comply with applicable law or other legal requirements and to maintain the integrity and reputation of the Muuv Labs Services and Muuv Labs' 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 affects the Muuv Labs Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

## 11. Member Interactions, Dealings with Third Parties

When interacting with other Muuv Labs members, you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other people you don't know. Your participation, correspondence or personal or business dealings with any third party found on or through the Muuv Labs Services, whether regarding payment or delivery of specific goods and services, donations for fundraisers, and any other terms, conditions, representations or warranties associated with such dealings, are solely between you and such third party. You agree that Muuv Labs 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 Muuv Labs 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.

## 12. Indemnification

You agree to indemnify, defend, and hold harmless Muuv Labs 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 Muuv Labs Services,
2. any User Content submitted by or on behalf of you or
3. your violation of these Terms.

### 13. Third Party Software and Applications

Downloading and/or installing any third party software and/or applications that are not expressly authorized by Muuv Labs on any Muuv Labs 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 Muuv Labs.

### 14. Third Party Links and Content

There may be links on the Muuv Labs Services that let you leave the particular Muuv Labs Services you are accessing in order to access a linked site that is operated by a third party. Muuv Labs neither controls nor endorses these sites, nor has Muuv Labs reviewed or approved the content that appears on them. Muuv Labs 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 Muuv Labs 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.

### 15. No Warranties

Muuv Labs reserves the right to modify the Muuv Labs Services, including, but not limited to updating, adding to, enhancing, modifying, removing or altering any Content or features of the Muuv Labs Services, 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 Muuv Labs Services. Muuv Labs has no obligation to screen or monitor any Content and does not guarantee that any Content available on the Muuv Labs Services is suitable for all users or that it will continue to be available for any length of time.

Muuv Labs provides the Muuv Labs Services on an “AS IS” and “AS AVAILABLE” basis. You therefore use the Muuv Labs Services at your own risk. Other than as expressly provided in writing by Muuv Labs in connection with your purchase of a Muuv Labs product, to the extent permitted by law, Muuv Labs 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, Muuv Labs makes no representations or warranties:

- That the Muuv Labs Services is or will be permitted in your jurisdiction;
- That the Muuv Labs Services will be uninterrupted or error-free;
- Concerning any Content, including User Content;
- Concerning any third party’s use of User Content that you submit;
- That the Muuv Labs Services will meet your personal or professional needs;
- That Muuv Labs will continue to support any particular feature of the Muuv Labs Services; or
- Concerning sites and resources outside of the Muuv Labs Services, even if linked to from the Muuv Labs Services.



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 MUUV LABS SERVICES, AND NO WARRANTIES SHALL APPLY AFTER SUCH PERIOD.

## 16. Limitation of Liability

To the fullest extent permitted by law:

1. Muuv Labs 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 Muuv Labs Services or Content or other intangible losses, even if a limited remedy set forth herein is found to have failed its essential purpose; and
2. Muuv Labs's total liability to you for all claims, in the aggregate, will not exceed the amount actually paid by you to Muuv Labs 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 Muuv Labs'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 Muuv Labs and you.

## 17. Safety Warnings

The Muuv Labs services 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 health-care 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 Muuv Labs site or heard on the Muuv Labs services. The use of information provided through the Muuv Labs services is solely at your own risk and is not medical or healthcare advice.

Nothing stated or posted on the Muuv Labs site or available through any Muuv Labs services 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 Muuv Labs services are continually under development and, to the full extent permitted by law, Muuv Labs 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 Muuv Labs services will always include the most recent findings or developments with respect to the particular material.

In becoming a user of Muuv Labs with the intent of using the Muuv Labs Services, 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 Muuv Labs Services.

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 Muuv Labs Services.

Muuv Labs 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.

## 18. Intellectual Property Acknowledgment

You acknowledge and agree that your use of the Muuv Labs Services and any Content contained therein is dependent upon you agreeing to and abiding by the Muuv Labs Intellectual Property and DMCA Policy at all times. You further acknowledge that the Muuv Labs Services 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 Muuv Labs -generated content, and content provided to Muuv Labs 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 Muuv Labs, Muuv Labs own intellectual property rights in the selection, coordination, arrangement and enhancement of all content in the Muuv Labs Services.

## 19. Intellectual Property Usage and Reporting Infringement

Muuv Labs 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 Muuv Labs Services 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 Muuv Labs Intellectual Property and DMCA Policy for directions on how to report it to us.

## 20. ARBITRATION REQUIREMENT & CLASS ACTION WAIVER

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 or Content (collectively, "Disputes") will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and Muuv Labs agree that the U.S. Federal Arbitration Act (or equivalent laws in the jurisdiction in which the Muuv Labs entity that you have contracted with is incorporated) governs the interpretation and enforcement of these Terms and that you and Muuv Labs are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.
2. Exceptions and Opt-out. As limited exceptions to Section 20(a) above:
  1. you may seek to resolve a Dispute in small claims court if it qualifies; and
  2. we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our respective intellectual property rights.
3. In addition, you will retain the right to opt out of arbitration entirely and litigate any Dispute if you provide us with written notice of your desire to do so by regular mail sent to the attention of Muuv Labs 's Legal Department at the Muuv Labs address set out in Section 24 below within 30 days following the date you first agree to these Terms.
4. Initial Dispute Resolution and Notification. You agree that before initiating any Dispute or arbitration proceeding, we will attempt to negotiate an informal resolution of any dispute. To begin this process, before initiating any arbitration proceeding, you must send a Notice of Dispute ("Notice") by certified mail to the attention of Muuv Labs 's Legal Department at the Muuv Labs address set out in Section 24 below. In the Notice, you must describe the nature and basis of the Dispute and the relief you are seeking. If we are unable to resolve the Dispute within 45 days after Muuv Labs 's receipt of the Notice, then you or Muuv Labs may initiate arbitration proceedings.
5. Class Action Waiver. **Muuv Labs and you agree that each of us may bring claims against the other only in an individual capacity, and not as a Plaintiff or Class Member in any purported Class or Representative Proceeding.**
6. Effect of Changes on Arbitration. Notwithstanding the provisions of Section 24 "Modification", if Muuv Labs changes any of the terms of this Section 20 after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or the date of Muuv Labs 's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Muuv Labs in accordance with the terms of this Section 20 as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

## 21. 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 Muuv Labs 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 Muuv Labs. Muuv Labs' rights and remedies hereunder are cumulative and not exclusive.

## 22. Successors; Assignment; No Third Party Beneficiaries

These Terms are binding upon and will insure 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 Muuv Labs' prior written consent. Muuv Labs may assign its rights, obligations and/or these Terms at any time in its sole discretion without notice to you.

## 23. Notices

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

Muuv Labs  
Attn: Legal Department  
1514 Roberts Drive  
Jacksonville Beach, FL 32250  
USA  
With a copy to [tim@muuvlabs.com](mailto:tim@muuvlabs.com)

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

## 24. Modification

We may update these Terms at any time, at 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 Muuv Labs Site and/or through the Muuv Labs Services. Modifications will be effective on the date that they are posted to the Muuv Labs Site. It's important that you review the Terms whenever we update them before you use the Muuv Labs Services. If you continue to use the Muuv Labs Services 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. Because the Muuv Labs Services is evolving over time we may change or discontinue all or any part of the Muuv Labs Services, at any time and without notice, at our sole discretion.

## 25. Entire Agreement

These Terms incorporate the Muuv Labs **Privacy Policy** by reference, as well as any other policies or procedures referenced herein that are posted to the Muuv Labs Site from time to time. In the event of a conflict between any policies posted on the Muuv Labs Services and these Terms, these Terms will control. These Terms represent the entire understanding between Muuv Labs and you regarding the Muuv Labs Services 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.

## 26. 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 of time equal to the time lost due to any delay so caused.