

# Terms & Conditions

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

ULTIMATE DEV SOLUTIONS EURL (referred to as “ULTIMATE DEV SOLUTIONS”, “EasyFit: Weight Loss Workout”, “we”, “us”, “our”, “Service Provider”) does not provide medical, fitness or other advice. You participate in exercise activities entirely at your own risk.

ULTIMATE DEV SOLUTIONS EURL is a French company incorporated under the laws of France at 44 rue des Mures, 92160 Antony, FRANCE; Registration No. 832 668 859.

## IMPORTANT NOTICE:

By downloading, accessing or using the Application or Services (as each are defined below) you agree to the terms of these Terms which will bind you. The Terms include, in particular, the privacy policy defined in Section 1 and limitations on liability in Section 4.

## 1. CONTRACTUAL RELATIONSHIP

These Terms of Use (“Terms”) govern the access or use by you, an individual, from within the United States and its territories and possessions, or any other country or territory worldwide, of applications, websites, content, products, and services (the “Services”) made available by ULTIMATE DEV SOLUTIONS. PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. In these Terms, the words “including” and “include” mean “including, but not limited to.”

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and ULTIMATE DEV SOLUTIONS. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Service Provider may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion there of at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Service(s). Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Service(s). Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

Service Provider may amend the Terms related to the Services from time to time. Amendments will be effective upon ULTIMATE DEV SOLUTIONS posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service(s). Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

You agree and consent to our collection and use of personal information in connection with the Services, as provided in Service Provider Privacy Policy located at <https://ultimate-dev-solutions.com/easyfit/privacy-policy.pdf>.

## **2. THE SERVICE/SERVICES**

The Services constitute a technology platform that enables users of EasyFit: Weight Loss Workout mobile application (an "Application") to receive workout routines and get recommended exercises based on your body recovery state, fitness history and workout style, including without limitation any advice, information, nutritional recommendations, recipes or other materials. Unless otherwise agreed by ULTIMATE DEV SOLUTIONS in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use. YOU ACKNOWLEDGE THAT ULTIMATE DEV SOLUTIONS DOES NOT PROVIDE PHYSICAL SERVICES OR FUNCTION AS A PERSONAL TRAINER. TO THE EXTENT THAT ULTIMATE DEV SOLUTIONS PROPOSES WORKOUT ROUTINES OR PHYSICAL TRAINING INTENDED TO BE PERSONALIZED TO YOUR FITNESS GOALS, YOU AGREE THAT FOLLOWING, ADOPTING OR EXECUTING SUCH WORKOUT ROUTINES AND PHYSICAL TRAINING OR NUTRITION PLAN IS ENTIRELY AT YOUR RISK AND THAT YOU SHOULD CONSULT A FITNESS PROFESSIONAL OR PROCEED AT YOUR OWN RISK.

## **3. LICENSE.**

Subject to your compliance with these Terms, ULTIMATE DEV SOLUTIONS grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to: (i) access and use the Applications on your personal device solely in connection with your

use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by EasyFit: Weight Loss Workout and ULTIMATE DEV SOLUTIONS.

#### **4. RESTRICTIONS.**

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by ULTIMATE DEV SOLUTIONS; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

#### **5. THIRD PARTY SERVICES AND CONTENT.**

The Services may be made available or accessed in connection with third party services and content (including advertising) that ULTIMATE DEV SOLUTIONS does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. ULTIMATE DEV SOLUTIONS does not endorse such third party services and content and in no event shall ULTIMATE DEV SOLUTIONS be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc. will be a third-party beneficiary to this contract if you access the Services using Applications developed for Apple iOS. This third party beneficiary is not party to this contract and is not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

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Attribution 4.0 International (CC BY 4.0)  
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## **6. OWNERSHIP.**

The Services and all rights therein are and shall remain ULTIMATE DEV SOLUTIONS property or the property loss licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner ULTIMATE DEV SOLUTIONS company names, logos, product and service names, trademarks or services marks or those of ULTIMATE DEV SOLUTIONS.

## **7. SUBSCRIPTION FEES AND PAYMENT.**

Payment for the Services shall be effected on a subscription basis. We may offer various subscriptions for our Service: weekly, monthly, 3-month, 6-month, annual. By selecting any of these subscriptions, you agree to pay in advance the applicable subscription fee, if any, as posted on Application plus any applicable taxes and other fees, commissions that may accrue in relation to Your use of the Service.

Payment for the subscription is carried out on the terms of the subscription fee 1 (one) time per period of subscription unless otherwise provided on the Application.

Subscription pricing is valid for the moment of payment for the subscription is posted on the Application. We have the right to unilaterally change the cost of the subscription.

All fees are non-refundable and non-transferable unless otherwise provided in these Terms or Subscription Terms.

### **Free Trial.**

We may provide a free trial subscription for a fixed period of time, as determined by ULTIMATE DEV SOLUTIONS in its sole discretion. Unless otherwise stated by ULTIMATE DEV SOLUTIONS in respect of specific promotions, free trials are only available to new EasyFit: Weight Loss Workout users, and ULTIMATE DEV SOLUTIONS reserves the right to cancel any trial subscription immediately if we become aware that the subscriber has already had a trial subscription on a different User Account or using a different email address. Furthermore, any attempts to register for a further free trial on the same User Account or using the same email address may result in you being charged for the applicable subscription fees.

After the trial, your subscription will renew automatically at the full subscription price unless you cancel your subscription before the end of the trial.

### **General.**

When you are purchasing a subscription (a Transaction) you expressly authorize us or third party Payment processor. We or the payment processor may ask you to supply additional information relevant to your Transaction, including your credit card number, the expiration date of your credit card and your email and postal addresses for billing and notification (such information called Payment Information).

You may be requested to confirm the validity of the bank card selected for subscription payment; for each subsequent subscription period, payment for the subscription will be carried out automatically. The linked card on the basis is automatically recognized as a linked Card.

You represent and warrant that you have the legal right to use all payment method(s) represented by any such Payment Information. When you initiate a Transaction, you authorize us or our processor to provide your Payment Information to third parties so we or our processor can complete your Transaction and charge your payment method for the type of Transaction you have selected (plus any applicable taxes and other charges). You may need to provide additional information to verify your identity before

completing your Transaction (such information is included within the definition of Payment Information).

### **Advance Payment of Subscription Fees.**

If you purchase a subscription, the subscription fee (plus any applicable taxes, commissions and other charges) will be charged to you at the beginning of the paid portion of your subscription. The subscription amount will be charged to you at the beginning of your subscription and each period thereafter at the then-current rate. The subscription fees auto-renew as set forth below.

### **Recurring Payment.**

By entering into these Terms and electing an auto-renewable subscription, you acknowledge that Your subscription has a recurring payment feature and you accept responsibility for all recurring payment obligations prior to cancellation of Your subscription by you or by us. Your subscription continues until cancelled by you.

### **Renewal of Subscription.**

- Subscription automatically renews unless auto-renew is turned off at least 24-hours before the end of the current period;
- The account will be charged for renewal within 24-hours prior to the end of the current period;
- Your subscription will automatically renew at the end of each term and your credit card will be charged. You can turn off auto-renew at any time from your iPhone Settings, but we cannot offer refunds for any unused portion of the term.

### **Cancellation of Subscription.**

You may cancel your subscription at any time. All payments are non-refundable and non-transferable. You will not receive a refund of any portion of the subscription fee paid for the then-current subscription period at the time of cancellation.

### **Termination.**

If we or our assets are acquired by a third party as a result of a transaction such as a merger, acquisition or asset sale, or if we go out of business or enter bankruptcy, we may discontinue offering the Service and will not be required to provide any refunds.

### **Subscription Price Changes.**

The price of the subscription is indicated in the Application and is subject to change at any time without notice. We reserve the right at any time to correct any inadvertent pricing errors, to change or revoke any limited-time offer, and to correct any errors, inaccuracies, or omissions in the Application, including after you have been charged your subscription fee. If we change the price of your annual subscription, you have the option to cancel at any time before the new price is applied.

#### **8. LIMITATION of LIABILITY.**

In no event shall ULTIMATE DEV SOLUTIONS, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from any content obtained from the Service or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

#### **9. DISCLAIMER.**

Your use of the Service is at your sole risk.

The Service is provided without warranties of any kind, whether express or implied, including, but not limited to implied warranties of merchantability, fitness for a particular purpose. Your health is essential. Always consult a doctor about your athletic behavior and lifestyle and anyway prior to the Services approach. ULTIMATE DEV SOLUTIONS neither substitutes a doctor nor is responsible for your behavior. The contents of the Application, regardless of whether they are provided by ULTIMATE DEV SOLUTIONS, its partners or users, are not meant to supplement, let alone replace, the information provided by doctors or pharmacies. By accepting these Terms of Services, you confirm that you are solely responsible for your health.

ULTIMATE DEV SOLUTIONS, its subsidiaries, affiliates, and its licensors do not warrant that: the Service will function uninterrupted, secure or available at any particular time or location, any errors or defects will be corrected.

**WE ARE NOT A LICENSED MEDICAL CARE PROVIDER AND ULTIMATE DEV SOLUTIONS IS NOT INTENDED TO REPLACE PROFESSIONAL MEDICAL ADVICE OR DIAGNOSE, TREAT OR MANAGE ANY ILLNESS OR MEDICAL CONDITION. YOU ARE SOLELY RESPONSIBLE FOR YOUR OWN HEALTH. APP THE EASYFIT: WEIGHT LOSS WORKOUT IS OFFERED FOR INFORMATIONAL PURPOSES ONLY,**

AND IN NO WAY INTENDS TO DIAGNOSE, CURE, OR TREAT ANY MEDICAL OR OTHER CONDITION. NOTHING WITHIN THE SERVICES PROVIDED IS ASSOCIATED WITH, SHOULD BE TAKEN AS, OR UNDERSTOOD AS MEDICAL ADVICE OR ASSISTANCE, NOR SHOULD IT BE INTERPRETED IN SUBSTITUTION FOR ANY MEDICAL ADVICE OR ASSISTANCE, OR USED OR REFERRED TO INSTEAD OF SEEKING APPROPRIATE MEDICAL ADVICE OR ASSISTANCE FROM HEALTH CARE PROVIDERS. PLEASE NOTE THAT YOU MUST ALWAYS CONSULT WITH A DOCTOR, YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROFESSIONAL BEFORE COMMITTING TO ANY KIND OF FITNESS TRAINING PROGRAM OR ANY DIETARY CHANGES, ESPECIALLY IF YOU ARE PREGNANT OR NURSING OR HAVE ANY HEALTH ISSUES SUCH AS DIABETES, THYROID DYSFUNCTION, ETC. WE DISCLAIM LIABILITY FOR ANY ERRORS OR OMISSIONS, OR FOR UNINTENDED TECHNICAL INACCURACIES, OR TYPOGRAPHICAL ERRORS IN THE PROVIDED MATERIALS, AS WELL AS VIOLATION OF ANY ETHICAL OR MORAL STANDARDS APPLICABLE IN YOUR COMMUNITY TO FITNESS EDUCATION AND RELATED MATERIALS.

#### **Exclusions.**

Without limiting the generality of the foregoing and notwithstanding any other provision of these terms, under no circumstances will ULTIMATE DEV SOLUTIONS ever be liable to you or any other person for any indirect, incidental, consequential, special, punitive or exemplary loss or damage arising from, connected with, or relating to your use of the Service.

#### **Governing Law.**

These Terms shall be governed and construed in accordance with the laws of France. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service. Any dispute regarding the provisions of these Terms must be submitted to the courts in France.

#### **10. TERM AND CHANGES.**



All provisions of the Terms which by their nature should survive termination of usage of the Service shall survive such termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

We reserve the right, at our sole discretion, to modify or replace these Terms of Service at any time. When we do such updates we revise the updated date at the bottom of this page. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you must stop using the Service.

The present Terms of Services enter into force from the moment of your acquaintance with these Terms of Services and / or actions aimed at use/ of the Application functionality.

Latest update: November 11, 2022