

Terms of Service

Last Updated on September 6, 2022

IMPORTANT – PLEASE CAREFULLY READ AND UNDERSTAND THESE TERMS AND CONDITIONS OF USE & SALE BEFORE ACCESSING, USING, OR SUBSCRIBING OR PLACING AN ORDER OVER WWW.SCULPTINGBODIES.COM THESE TERMS CONTAIN DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITIES (see Sections 11, 17, and 18). THESE TERMS FORM AN ESSENTIAL BASIS OF OUR AGREEMENT. PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

The use of www.sculptingbodies.com (hereafter “Website”), which is owned and maintained by Sculpting Bodies, LLC (“Sculpting Bodies,” “we,” “our,” “us”), is governed by the terms and conditions set forth below. We offer the Website, including all information, tools, and services available from the Website to you, the user, conditioned upon your acceptance of all terms and conditions stated here. By accessing, using, subscribing, or placing an order over the Website, you and your business agree to the terms set forth herein. **If you do not agree to these terms and conditions in their entirety, you are not authorized to use the Website in any manner or form whatsoever.**

THIS IS A BINDING AGREEMENT. THESE TERMS AND CONDITIONS OF USE & SALE (“TERMS”) TOGETHER WITH OUR [PRIVACY STATEMENT](#) FORM A LEGALLY BINDING AGREEMENT (“AGREEMENT”) BETWEEN YOU (“YOU” OR “CUSTOMER”) AND SCULPTING BODIES. THIS AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF THE WEBSITE AND THE SERVICES PROVIDED BY SCULPTING BODIES, ANY ORDER YOU PLACE THROUGH THE WEBSITE, BY TELEPHONE, OR OTHER ACCEPTED METHOD OF PURCHASE AND, AS APPLICABLE, YOUR USE OR ATTEMPTED USE OF THE PRODUCTS OR SERVICES OFFERED ON OR AVAILABLE THROUGH THE WEBSITE.

THIS AGREEMENT CONTAINS ARBITRATION AND CLASS ACTION WAIVER PROVISIONS THAT WAIVE YOUR RIGHT TO A COURT HEARING, RIGHT TO A JURY TRIAL, AND RIGHT TO PARTICIPATE IN A CLASS ACTION. ARBITRATION IS MANDATORY AND IS THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES UNLESS SPECIFIED BELOW IN SECTION 18.

Sculpting Bodies reserves the right to update and change, from time to time, these Terms and all documents incorporated by reference by posting updates and/or changes to our Website. It is your responsibility to check this page periodically for changes. You can find the most recent version of these Terms at <https://sculptingbodies.com/terms>. Use of the Website after such changes constitutes acceptance of such changes. Any new features or tools which are added to the current Website shall also be subject to the Terms.

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SECTION 1 – WEBSITE USE

The Website is intended for adults only. In order to use the Website, you must be 18 years of age or the legal age of majority in your state or province of primary residence, whichever is greater, and also have the legal capacity to enter into a contract with us. The Website is not intended for children and no person under the age of 18 may use the Website. If you use the Website, you are affirming that you are at least 18 years old or the legal age of majority in your state or province of residence (whichever is greater), have the legal capacity to enter into a binding contract with us, and have read this Agreement and understand and agree to its terms.

SECTION 2 – WEBSITE USER CONDUCT AND RESTRICTIONS

All aspects of our Website are protected by U.S. and international copyright, trademark, and other intellectual property laws, including all design elements, text material, logos, taglines, metatags, hashtags, photographic images, personal stories, Sculpting Bodies' icons, video and audio clips, personal training sessions, and downloads. No material on or provided through the Website may be copied, reproduced, distributed, republished, uploaded, displayed, posted, or transmitted in any way whatsoever. The Sculpting Bodies trademark and logo are proprietary marks of Sculpting Bodies, and the use of those marks is strictly prohibited. Nothing herein gives you the right to use, copy, register as a domain name, reproduce, or otherwise display any logo, tagline, trademark, trade name, copyrighted material, patent, trade dress, trade secret, or confidential information owned by Sculpting Bodies. Notwithstanding the foregoing, you may print off information about your purchases for your personal use only. Commercial use of such information is strictly prohibited.

Subject to your continued strict compliance with all Terms, Sculpting Bodies provides to you a revocable, limited, non-exclusive, royalty-free, non-sublicenseable, non-transferrable license to use the Website. Notwithstanding the foregoing license grant, you hereby acknowledge and agree that: (1) the Website contains copyrighted material, trademarks, and other proprietary information including text, software, photos, video, graphics, music and sound, and that the entire contents of the Website are copyrighted as a collective work under the United States copyright laws; (2) Sculpting Bodies is the exclusive owner of the copyright and all other intellectual property rights in the entire Website; (3) Sculpting Bodies owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it; (4) Each third party content provider owns the copyright in content original to it; (5) You may not modify, publish, transmit, display, participate in the transfer or sale, create derivative works, or in any way exploit the content of the Website or any portion of it; (6) Except as otherwise expressly permitted under copyright law, you may not copy, redistribute, publish, display or commercially exploit any material from the Website without the express written permission of Sculpting Bodies and, if applicable, the copyright owner; and (7) In the event of any permitted copying, redistribution or publication of material from the Website, no changes in or deletion of author attribution, trademark, legend or copyright notice shall be made. You further acknowledge and agree that you do not acquire any ownership rights by downloading or copying copyrighted material or any other material protected by intellectual property laws. All trademarks appearing on the Website are the exclusive property of their respective owners, including, in some instances, Sculpting Bodies, and/or affiliated companies.

You agree not to use or attempt to use the Website in any unlawful manner. You further agree not to commit any unlawful act or attempt to commit any unlawful act on or through the Website including, but not limited to: (1) hacking and other digital or physical attacks on the Website; (2) publishing vulgar, obscene, or defamatory material; or (3) any other unlawful act.

SECTION 3 – OUR PRIVACY POLICY AND YOUR PERSONAL INFORMATION

We respect your privacy and the use and protection of your non-public, personal information. Your submission of personal information through the Website is governed by our Privacy Policy. Our privacy policy may be viewed at <https://sculptingbodies.com/privacypolicy>. Sculpting Bodies reserves the right to modify its Privacy Policy in its reasonable discretion from time-to-time. Our privacy policy is incorporated into this Agreement by reference.

SECTION 4 – INFORMATION YOU PROVIDE; REGISTRATION; USER NAMES AND PASSWORDS

As a Sculpting Bodies user, you will be required to create an account with Sculpting Bodies Women’s Weight Loss. You warrant that the information you provide us is truthful and accurate, and that you are not impersonating another person. You are responsible for maintaining the confidentiality of any password you may use to access your Sculpting Bodies user account, and you agree not to transfer your password or user name, or lend or otherwise transfer your use of or access to your user account, to any third party. You are fully responsible for all transactions with, and information conveyed to, Sculpting Bodies under your user account. You agree to immediately notify Sculpting Bodies of any unauthorized use of your password or user name or any other breach of security related to your user account. You agree that Sculpting Bodies is not liable, and you will hold Sculpting Bodies harmless, for any loss or damage arising from your failure to comply with any of the foregoing obligations. Please see Section 20 below for additional information.

SECTION 5 – ORDER PLACEMENT AND ACCEPTANCE; METHOD OF PAYMENT

You agree that any products or services that you purchase from us and/or our Website will be used for your personal, non-commercial use. You agree that you will not re-sell, re-distribute, or export any product that you order from the Website.

If you are enrolling in our membership program or ordering a product, payment must be received by Sculpting Bodies before your enrollment or order is accepted, unless you are participating in a trial offer program (see Section 6 below). We may require additional information regarding your order if any required information was missing or inaccurate, and may cancel or limit an order any time after it has been placed. Your electronic order confirmation, or any form of confirmation, does not signify our acceptance of your order. You must contact us as soon as possible by emailing support@sculptingbodies.com immediately in order to modify or cancel your pending order. We cannot guarantee that we will be able to amend your order in accordance with your instructions.

We reserve the right to accept or deny shipment to anyone for any reason. In the event we deny your order, your payment will be refunded to the card provided at the time of checkout.

Your order is conditioned on you accepting this Agreement. Once we receive your authorized order and a verified form of payment has been received, we will promptly place your order in line for shipment or delivery. All items are subject to availability. We will notify you if any item is not available, the expected availability date, and may offer you an alternative product. If the availability of any product is delayed and you do not wish to substitute the product, upon your request, we will cancel your order and if previously charged, your payment card will be fully refunded for that specific order.

Sculpting Bodies does not accept orders from dealers, wholesalers, or customers who are resellers or who intend to resell items offered on the Website. If we discover that you are placing orders with the intent to resell items offered on the Website, we will immediately cancel your order, suspend or terminate your account, and, at our option, pursue any and all available legal remedies from you under applicable law. To the extent your conduct may be fraudulent, such as attempting to purchase or purchasing products through the use of fake or stolen cards, Sculpting Bodies will report you to federal, state, and/or local enforcement authorities and take any additional legal action deemed appropriate by Sculpting Bodies.

We reserve the right to limit the sales of our products to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis at our sole and exclusive discretion.

All advertised prices are in, and all payments shall be in, U.S. Dollars.

SECTION 6 – SCULPTING BODIES MEMBERSHIP TERMS AND AUTOMATIC PAYMENT

A member (“Member”) is responsible for paying all sums due to Sculpting Bodies in connection with their membership (“Membership”) in accordance with these Terms. The first Membership fee payable in accordance with these Terms is due when the Membership account is setup and payment of the Membership subscription fee is a condition of Membership. Every calendar month (or calendar year depending on the type of Membership applied for), your Membership account will be charged the subscription fee for the following month’s (or year’s) subscription, together with any other fees for the following month’s (or year’s) subscription (for example, proposed additional personal training costs) plus any accumulated charges for the past period (for example, for additional personal training costs incurred in the previous calendar month) (collectively, “Fees”). Failure by the Member to use any of the services available for a Member through its subscription to Sculpting Bodies does not relieve the Member of his/her payment obligations under these Terms.

Potential registrants and/or Members can pay by credit card or debit card. Payment details, together with details of the subscription package applied for, shall be collected by us through our secure financial data collection mechanism, which transfers the details of the potential registrant and/or Member’s financial data (as well as subscription package data) to our online payment

system for processing. You acknowledge that we hold data regarding the subscription package that is being signed up for by the Member, including the last four digits and the expiration date of the card used to purchase the subscription package together with details on when payment of Fees are due. The Member further acknowledges and agrees that by sending a request for a specific subscription package, that payments for Fees are due on a recurring basis in accordance with that specific subscription package (unless the subscription is cancelled in accordance with these Terms) and therefore authorizes the automatic payment collection terms applicable to that specific subscription package (e.g. on a monthly basis and for a specific amount).

IF YOU ARE ENROLLED IN ANY OF THE SCULPTING BODIES LIFESTYLE TRAINER PROGRAMS AND YOU HAVE PROVIDED US WITH A VALID CREDIT OR DEBIT CARD NUMBER OR AN ALTERNATE PAYMENT METHOD, EACH PAYMENT WILL BE AUTOMATICALLY PROCESSED AT THE TIME OF YOUR DESIGNATED PAYMENT DATE (DEPENDING ON YOUR PLAN) AND WILL BE BILLED BY TO THE PAYMENT METHOD YOU PROVIDED TO US AT THE TIME OF YOUR ENROLLMENT IN THE SCULPTING BODIES LIFESTYLE TRAINER MEMBERSHIP PLAN.

If you do not want to continue your membership, you may cancel it by contacting Sculpting Bodies Support by visiting <https://sculptingbodies.com/help> to cancel. Sculpting Bodies can change any paid-for membership subscription price detailed on the Website or in any pre-contract information (including these Terms), at any time. If the membership subscription rate changes after you are enrolled, we will notify you by email.

Sculpting Bodies shall not be held responsible for the security of, or the misuse of, credit card or other personal information. Members should be aware that further terms and conditions required by Stripe or Squarespace may apply, and can be found at www.stripe.com or www.squarespace.com. Sculpting Bodies reserves the right to immediately terminate a Member's account and/or service for any unpaid (in whole or part) period of Membership subscription (with or without notice). Termination of service in no way relieves or excuses the Member from any obligation to pay outstanding charges or expenses. In the event Sculpting Bodies starts collection processes of any type, you will be liable for all collection costs, including legal fees and expenses, as provided in Section 20 below.

In addition to any Fees, Sculpting Bodies may also charge applicable value added or other tax.

SECTION 7 – SHIPPING FEES

Unless otherwise stated on the Website at the time of purchase, we reserve the right to add applicable shipping and handling fees to your order. Unless otherwise stated, we will use commercially reasonable efforts to fulfill your order within a reasonable time after receipt of your properly completed and verified order. Accurate shipping address and phone number information is required. Although we may provide delivery or shipment timeframes or dates, such dates are good-faith estimates and are subject to change. You further understand that

product or service availability may be limited and particular products or services may not be available for immediate delivery. If your order will be delayed, we will contact you at the e-mail or street address you provided when placing your order. If we are unable to contact you or you would like to cancel your order, we will cancel the order and refund the full amount charged. We shall not be liable for any loss, damage, cost, or expense related to any delay in shipment or delivery caused by any third party carrier or other delivery service not owned or controlled by us. The risk of loss and title for such items pass to you upon our delivery to any third party carrier. We reserve the right to reject orders where the stated delivery address is outside the United States.

SECTION 8 – PRODUCTS, SERVICES, AND PRICES AVAILABLE ON THE WEBSITE

Sculpting Bodies reserves the right, without notice, to discontinue products or services or modify specifications and prices on products and services without incurring any obligation to you. Except as otherwise expressly provided for in these Terms, any price changes to your subscription or purchase of product(s) or services will take effect following email notice to you. Sculpting Bodies takes reasonable steps in an effort to insure that the prices set forth on the Website are correct, and to accurately describe and display the items available on the Website. If the correct price of our product is higher than its stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

When ordering products, please note that Sculpting Bodies does not warrant that product or service descriptions are accurate, complete, current, or error-free, or that packaging will match the actual product that you receive. If any item described on the Website is not as described when you receive it, or the packaging on the Website does not match what you receive, your sole remedy is provided in our Return/Exchange Policy. All sales are deemed final except as provided in the Return/Exchange Policy. Sculpting Bodies' descriptions of, or references to, products or services not owned by Sculpting Bodies are not intended to imply endorsement of that product, or constitute a warranty by Sculpting Bodies unless expressly stated on the Website.

SECTION 9 – COACH'S OBLIGATIONS AND YOUR OBLIGATIONS

Coach's Obligations:

The Coach will use her skills and knowledge to design a safe program of exercise that will take into account your lifestyle, personal goals, fitness level, and medical history. The Coach will provide coaching, supervision, advice, and support to assist you in achieving your goals. You understand that the results of any fitness program cannot be guaranteed by Sculpting Bodies or the Coach, and that your progress depends on your individual effort. Accordingly, individual results will vary.

Your Obligations:

YOUR INDIVIDUAL RESULTS WILL VARY

You must commit to your training program 100% to improve the chances of achieving your goals. You are required to arrive on time for sessions with your Coach and to have adequate internet service. You are required to wear appropriate clothing and footwear. Your Coach may require a letter of “medical clearance” from your physician, and your physician may charge you for providing that letter, which cost is payable exclusively by you. You understand and agree that it is your responsibility to inform the Coach of any conditions or changes to your health, now and on-going, which may affect your ability to exercise safely and with minimal risk of injury. If your Coach requires further medical information from a practitioner, you must provide such information.

Every person has a different body and history; therefore, individual results will vary from Member to Member. **YOUR INDIVIDUAL RESULTS WILL VARY DEPENDING UPON A VARIETY OF FACTORS UNIQUE TO YOU, SUCH AS YOUR HEALTH, GENETICS, DIET, AND LEVEL OF EXERCISE.**

SECTION 10 – TESTIMONIALS, REVIEWS, AND PICTURES/VIDEOS

Sculpting Bodies is pleased to hear from users and welcomes your comments regarding our services. Sculpting Bodies may use testimonials and/or product reviews in whole or in part together with the name, city, and state of the person submitting it. Testimonials may be used for any form of activity relating to Sculpting Bodies’ services or products, in printed and online media, as Sculpting Bodies determines in its absolute discretion. Testimonials represent the unique experience of the customers submitting the testimonial, and do not necessarily reflect the experience that you may have using our products. As noted in Section 9 above, your results will vary depending upon a variety of factors unique to you, such as your health, genetics, diet, and level of exercise.

You alone are responsible for any communication, message, and/or other content that you post, upload, submit, transmit, or share with Sculpting Bodies on this Website, by electronic mail or otherwise, including but not limited to, any data, questions, comments, suggestions or the like (collectively “User Communications”). By transmitting or posting any User Communications, you represent and warrant that such User Communications are your own original work and will not infringe or violate any copyright, trademark, trade secret, rights of privacy, rights of publicity, or any other applicable laws. Sculpting Bodies does not endorse or sponsor any User Communications submitted by you or other Members.

You are prohibited from posting, uploading, submitting, sharing, or transmitting any unlawful, threatening, libelous, defamatory, obscene, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal

offense, give rise to civil liability or would otherwise violate the law. Sculpting Bodies will fully cooperate with any law enforcement authorities or court order requesting or directing Sculpting Bodies to disclose the identity of anyone posting any such information or materials. Subject to the terms and conditions set forth in our Privacy Policy, all User Communications will be treated as non-confidential and nonproprietary information. Accordingly, please do not post, upload, submit or share any User Communications you wish to be kept confidential or for which you expect compensation, acknowledgment, or attribution.

Anything that you submit or post to the Website and/or provide us, including without limitation, photographs, testimonials, ideas, know-how, techniques, questions, reviews, comments, and suggestions (collectively, "Submissions") is and will be treated as non-confidential and nonproprietary, and we shall have the royalty-free, worldwide, perpetual, irrevocable and transferable right to use, copy, distribute, display, publish, perform, sell, lease, transmit, adapt, and create derivative works from such Submissions by any means and in any form, and to translate, modify, reverse-engineer, disassemble, or decompile such Submissions. All Submissions shall automatically become our sole and exclusive property and shall not be returned to you.

Additionally, Sculpting Bodies reserves the right to correct grammatical and typing errors, to shorten testimonials prior to publication or use, and to review all testimonials prior to publication or use. Sculpting Bodies shall be under no obligation to use any, or any part of, any testimonial or product review submitted. If you submit a testimonial, you are confirming that you have read, understood and agree to these Terms. If you disagree with any part of these Terms, do not submit a testimonial.

SECTION 11 – NO MEDICAL DIAGNOSIS OR TREATMENT

SCULPTING BODIES IS COMMITTED TO HELPING YOU LOSE WEIGHT AND IMPROVE YOUR LIFESTYLE. YOU UNDERSTAND, HOWEVER, THAT OUR PRODUCTS, SERVICES, AND THE STATEMENTS ON THE WEBSITE HAVE NOT BEEN EVALUATED BY THE FOOD & DRUG ADMINISTRATION OR MEDICAL PROFESSIONALS, AND OUR PRODUCTS, SERVICES, AND THE INFORMATION ON THE WEBSITE ARE NOT INTENDED TO DIAGNOSE, TREAT, CURE OR PREVENT ANY HEALTH PROBLEMS, ILLNESSES, OR DISEASES. THE INFORMATION ON THE WEBSITE OR PROVIDED TO YOU IN EMAILS OR OTHER COMMUNICATIONS IS DESIGNED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO BE A SUBSTITUTE FOR INFORMED MEDICAL ADVICE OR CARE. YOU FURTHER UNDERSTAND THAT OUR PRODUCTS AND SERVICES ARE NOT INTENDED FOR USE BY PERSONS UNDER 18 YEARS OF AGE AND THAT THE PRODUCTS ARE NOT TO BE USED TO TREAT ANY TYPE OF MEDICAL CONDITION OR HEALTH PROBLEM. THE DIETARY NEEDS OF MINOR CHILDREN AND PERSONS WITH MEDICAL CONDITIONS ARE DIFFERENT FROM THOSE OF HEALTHY ADULTS. YOU AGREE THAT YOU EITHER HAVE CONSULTED, OR WILL CONSULT, WITH A PHYSICIAN OR

DOCTOR BEFORE USING ANY OF OUR PRODUCTS OR TRYING ANY OF OUR SERVICES, PARTICULARLY IF YOU SUFFER FROM ANY MEDICAL CONDITION INCLUDING, BUT NOT LIMITED TO, HEART DISEASE, HIGH BLOOD PRESSURE, OBESITY, BLOOD CIRCULATION PROBLEMS, BREATHING PROBLEMS, OR ANY OTHER CONDITIONS OR DISORDERS, AND YOU AGREE THAT YOU WILL CEASE IMMEDIATELY FROM USING OUR PRODUCTS IF YOU EXPERIENCE ANY ILL EFFECTS OR UNINTENDED SIDE EFFECTS OF ANY PRODUCT.

SCULPTING BODIES ENDEAVORS TO PROVIDE YOU WITH ACCURATE INFORMATION ABOUT OUR PRODUCTS AND SERVICES. YOU UNDERSTAND AND AGREE THAT THE INFORMATION SCULPTING BODIES CONVEYS ABOUT OUR PRODUCTS, SERVICES, AND/OR THE EFFICACY OF OUR PRODUCTS OR SERVICES IS OBTAINED FROM INDEPENDENT THIRD PARTIES SUCH AS NEWS AGENCIES, SCIENTIFIC REPORTS, AND SCIENTIFIC / RESEARCH ENTITIES. SCULPTING BODIES DOES NOT WARRANT OR REPRESENT THAT SUCH INFORMATION IS ERROR-FREE, AND SCULPTING BODIES DOES NOT REPRESENT OR ENDORSE ANY THIRD PARTIES OR THE METHODS THAT THEY USE TO ARRIVE AT THEIR CONCLUSIONS.

ALL PRODUCT SPECIFICATIONS, PERFORMANCE DATA, AND OTHER INFORMATION ON THE WEBSITE IS FOR INFORMATIONAL AND ILLUSTRATIVE PURPOSES ONLY, AND DO NOT CONSTITUTE A GUARANTEE OR REPRESENTATION THAT THE PRODUCTS WILL CONFORM TO SUCH SPECIFICATIONS OR PERFORMANCE DATA. SCULPTING BODIES DOES NOT WARRANT OR REPRESENT THAT YOUR RESULTS WILL MATCH THOSE OF OTHERS WHO USE OUR PRODUCTS OR SERVICES. THE REPRESENTATIONS AND PRODUCT DISCLAIMERS DESCRIBED ABOVE ARE INAPPLICABLE WHERE PROHIBITED BY LAW, INCLUDING IN NEW JERSEY.

SECTION 12 – FOOD ALLERGY DISCLAIMER

SCULPTING BODIES MAKES EVERY ATTEMPT TO PROVIDE ACCURATE NUTRITION AND INGREDIENT INFORMATION FOR EVERY PRODUCT ON OUR MENU. WE TAKE FOOD SAFETY VERY SERIOUSLY: HOWEVER, THERE IS ALWAYS A RISK OF CROSS-CONTAMINATION. THERE IS ALSO A POSSIBILITY THAT MANUFACTURERS OF THE COMMERCIAL FOODS WE USE COULD CHANGE THE FORMULATION AT ANY TIME, WITHOUT NOTICE.

PLEASE BE AWARE THAT OUR FACILITY HANDLES NUTS AND FOODS THAT MAY CONTAIN NUTS OR NUT OILS. CUSTOMERS CONCERNED WITH FOOD ALLERGIES NEED TO BE AWARE OF THESE RISKS AND UNDERSTAND THAT THE CONSUMPTION OF FOODS PROVIDED BY SCULPTING BODIES IS AT THEIR OWN RISK.

SECTION 13 – DISCLAIMERS OF WARRANTIES

EXCEPT WHERE OTHERWISE INAPPLICABLE OR PROHIBITED BY LAW, INCLUDING THE STATE OF NEW JERSEY:

THE WEBSITE AND ALL CONTENT ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO, AND EXPRESSLY DISCLAIM ANY AND ALL, REPRESENTATIONS AND WARRANTIES AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY, AND/OR COMPLETENESS OF ANY INFORMATION ON THIS WEBSITE. WE DO NOT REPRESENT OR WARRANT, AND EXPRESSLY DISCLAIM THAT: (A) THE USE OF THE WEBSITE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE WEBSITE OR SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS IN THE WEBSITE WILL BE CORRECTED, OR (F) THE WEBSITE OR THE SERVER(S) THAT MAKE THE WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

SECTION 14 – LIMITATIONS OF LIABILITIES

YOU UNDERSTAND THAT THERE ARE INHERENT RISKS IN PARTICIPATING IN A PROGRAM OF STRENUOUS EXERCISE. EXCEPT WHERE OTHERWISE INAPPLICABLE OR PROHIBITED BY LAW, INCLUDING THE STATE OF NEW JERSEY, IF YOU SUSTAIN OR CLAIM TO SUSTAIN ANY INJURY WHILE PARTICIPATING IN TRAINING, YOU ACKNOWLEDGE THAT SCULPTING BODIES (INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AND AGENTS) IS NOT RESPONSIBLE, AND THE TRAINER IS ALSO NOT RESPONSIBLE, EXCEPT WHERE THE INJURY WAS CAUSED BY THE TRAINER’S GROSS NEGLIGENCE. YOU AGREE THAT NEITHER SCULPTING BODIES (INCLUDING ITS OFFICERS, DIRECTORS,

SHAREHOLDERS, EMPLOYEES, AND AGENTS), NOR YOUR TRAINER WILL BE HELD LIABLE IN ANY WAY FOR INJURIES RELATED TO UNDECLARED OR UNKNOWN MEDICAL CONDITIONS. YOU AGREE THAT IN NO EVENT SHALL SCULPTING BODIES' LIABILITY TO YOU FOR ANY CLAIM OF ANY KIND OR DESCRIPTION EXCEED THE AMOUNT OF THREE (3) TIMES THE PAYMENTS PAID BY YOU TO SCULPTING BODIES FOR THE MONTH PRECEDING THE DATE IN WHICH THE FACTS GIVING RISE TO A CLAIM AGAINST SCULPTING BODIES OCCURRED. YOU EXPRESSLY WAIVE ANY RIGHT TO INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR ANY OTHER DAMAGES, FEES, COSTS, OR CLAIMS OF ANY KIND OR DESCRIPTION. THIS LIMITATION OF LIABILITY SHALL APPLY FOR ALL CLAIMS AND ALL THEORIES OF LIABILITY ADVANCED, REGARDLESS OF WHETHER SCULPTING BODIES WAS AWARE OF OR ADVISED IN ADVANCE OF THE POSSIBILITY OF DAMAGES OR SUCH CLAIMS. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

NOTWITHSTANDING ANYTHING IN THESE TERMS TO THE CONTRARY, THIS LIMITATION OF LIABILITY DOES NOT APPLY TO CONSUMERS IN NEW JERSEY. EXCEPT WHERE OTHERWISE INAPPLICABLE OR PROHIBITED BY LAW, INCLUDING THE STATE OF NEW JERSEY, IN NO EVENT SHALL SCULPTING BODIES OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, INDEPENDENT CONTRACTORS, TELECOMMUNICATIONS PROVIDERS, AND/OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR ANY OTHER DAMAGES, FEES, COSTS OR CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT, THE PRIVACY POLICY, THE PRODUCTS, YOUR OR A THIRD PARTY'S USE OR ATTEMPTED USE OF THE WEBSITE OR ANY PRODUCT, REGARDLESS OF WHETHER SCULPTING BODIES HAS HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, FEES, COSTS, OR CLAIMS. THIS INCLUDES, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR PRODUCTS, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR OTHER DAMAGES. THIS APPLIES REGARDLESS OF THE MANNER IN WHICH DAMAGES ARE ALLEGEDLY CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, OR OTHERWISE.

SECTION 15 – DISPUTE RESOLUTION BY MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. EXCEPT WHERE PROHIBITED BY LAW, YOU AGREE THAT ANY CLAIM THAT YOU MAY HAVE IN THE FUTURE MUST BE RESOLVED THROUGH FINAL AND BINDING CONFIDENTIAL ARBITRATION. YOU ACKNOWLEDGE AND

AGREE THAT YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY. THE RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL, MAY BE MORE LIMITED OR MAY NOT EXIST. YOU AGREE THAT YOU MAY ONLY BRING A CLAIM IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF (LEAD OR OTHERWISE) OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU FURTHER AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OR CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING INJUNCTIVE AND DECLARATORY RELIEF OR STATUTORY DAMAGES), AND MUST FOLLOW THE TERMS OF THESE CONDITIONS OF USE AS A COURT WOULD.

a. General

Arbitration is a manner of resolving a “Claim” without filing a lawsuit. “Claim” means any dispute between you, Sculpting Bodies, or any involved third party relating to your account, your use of the Website, your relationship with Sculpting Bodies, these Terms, the Privacy Policy, and the Return/Exchange Policy. This includes any and all claims that relate in any way to your use or attempted use of the services or products, and any act or omission by Sculpting Bodies or any third party (including, but not limited to, trainers), related to your use or attempted use of the services or products. You, Sculpting Bodies, or any involved third party may pursue a Claim. Sculpting Bodies agrees to final and binding confidential arbitration should it have any Claims against you. Likewise, you agree to final and binding confidential arbitration should you have any Claims against Sculpting Bodies. By agreeing to arbitrate, you waive the right to go to court and agree instead to submit any Claims to final and binding confidential arbitration. This arbitration provision sets forth the terms and conditions of our agreement to final and binding confidential arbitration and is governed by and enforceable under the Federal Arbitration Act (the “FAA”), 9 U.S.C. §§ 1-16, as amended.

b. Exceptions

Notwithstanding the foregoing, and as an exception to final and binding confidential arbitration, you and Sculpting Bodies both retain the right to pursue, in small claims court, any claim that is within that court’s jurisdiction and proceeds on an individual (non-class) basis, including overdue account matters within the small claims court’s jurisdiction. Sculpting Bodies will not demand arbitration in connection with any individual claim that you properly file and pursue in a small claims court, so long as the claim is and remains pending in that court. The following claims shall not be subject to final and binding arbitration and must be adjudicated only in the state or federal courts located in Miami, Florida; (i) any dispute, controversy, or claim relating to the infringement or validity of our proprietary rights, including without limitation, trademarks,

service marks, trade dress, copyrights, trade secrets, or patents, or the intellectual property rights of a third-party; or (ii) an action by Sculpting Bodies for temporary, preliminary, or permanent injunctive relief, whether prohibitive or mandatory, or other provisional relief, against you for breach or threatened breach of this Agreement. You expressly agree to refrain from bringing or joining any claims that are excluded from final and binding arbitration pursuant to this subsection “b” in any representative or class-wide capacity, including but not limited to bringing or joining any claims in any class action or any class-wide arbitration. Small claims matters may be filed in any small claims court with personal and subject matter jurisdiction over the parties. For all other matters excluded from final and binding arbitration by this subsection “b,” the parties consent to exclusive jurisdiction and venue in the state and federal courts located in Miami, Florida, and forever waive any challenge to said courts’ jurisdiction and venue.

c. Required Pre-Dispute Procedures

We acknowledge and agree that before initiating any Claim against the other, we agree to first contact the other with a written description of the dispute, which shall include all relevant documents and information, and the proposed resolution. You may send the electronic copy of the written description of any dispute you have with us by emailing legalteam@sculptingbodies.org. Sculpting Bodies will contact you by letter at the billing address you provided to us or at the email address you provided to us. You agree to negotiate with Sculpting Bodies or its designated representative in good faith about your problem or dispute. If for some reason the dispute is not resolved within 60 days after receipt of the written dispute, we agree to the dispute resolution provisions below. Notwithstanding the foregoing or any other term of this arbitration agreement, we will have the right to seek injunctive or other equitable relief in state or federal court located in Miami, Florida to enforce these Terms or prevent an infringement of a third party’s rights or our intellectual property rights, as stated in subsection “b” above. You hereby expressly consent to, and forever waive any challenge to, the exclusive personal jurisdiction and venue of said courts in such actions.

d. Commencing Arbitration

You and Sculpting Bodies agree to commence any arbitration proceeding within 1 year after the Claim arises (the 1 year period includes the required pre-dispute procedures set forth above) and that any arbitration proceeding commenced after 1 year shall be forever barred.

e. Arbitration Location

If the amount in controversy is \$500 or less, then the arbitration may be conducted by telephone or by written submissions. Otherwise, the arbitration shall be conducted in Miami, Florida unless Sculpting Bodies otherwise agrees to arbitrate in another forum requested by you.

f. Organization, Rules and the Arbitrator

We each agree that any and all Claims other than those exempted under subsection “b” above shall be submitted to final and binding confidential arbitration before a single arbitrator of the American Arbitration Association (“AAA”). Either party may commence the arbitration process by submitting a written demand for arbitration with the AAA, and providing a copy to the other party, within the time period set forth in subsection “d” above. The arbitrator shall be selected by agreement of the parties or, if the parties cannot agree, chosen in accordance with Rules of the AAA. The arbitration will be conducted in accordance with the provisions of the AAA’s Commercial Dispute Resolutions Procedures, Supplementary Procedures for Consumer-Related Disputes, in effect at the time of submission of the demand for arbitration. The AAA’s Rules are available at www.adr.org or by calling 1-800-778-7879. The arbitrator shall have the exclusive and sole authority to resolve any dispute relating to the interpretation, construction, validity, applicability, or enforceability of these Terms, the Privacy Policy, the Return/Exchange Policy, and this arbitration provision. The arbitrator shall have the exclusive and sole authority to determine whether any dispute is arbitrable. The arbitrator shall have the exclusive and sole authority to determine whether this arbitration agreement can be enforced against a non-signatory to this agreement and whether a non-signatory to this agreement can enforce this provision against you or Sculpting Bodies.

g. Fees

Payment of all filing, administration and arbitrator fees will be governed by the AAA’s Rules. We will reimburse the fees charged by the arbitrator for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, we will not seek attorneys’ fees and costs in arbitration unless the arbitrator determines the claims are frivolous. In all other respects, the parties shall each pay their own additional fees, costs, and expenses, including, but not limited to, those for any attorneys, experts, documents, and witnesses.

h. Governing Law and Award

The arbitrator shall follow the substantive law of the State of Florida without regard to its conflicts of laws principles. Any award rendered shall include a confidential written opinion and shall be final, subject to appeal under the FAA. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

i. Enforceability

This provision survives termination of your account or relationship with Sculpting Bodies, bankruptcy, assignment, or transfer. If the class action waiver is deemed unenforceable (i.e., unenforceability would allow arbitration to proceed as a class or representative action), then this entire arbitration provision shall be rendered null and void and shall not apply. If a portion of this arbitration provision (other than the class action waiver) is deemed unenforceable, the remaining portions of this arbitration provision shall remain in full force and effect.

j. Miscellaneous

Failure or any delay in enforcing this arbitration provision in connection with any particular Claim will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other Claims except all Claims must be brought within the 1 year limitation period set forth above. This provision is the entire arbitration agreement between you and Sculpting Bodies and shall not be modified except in writing by Sculpting Bodies.

k. Amendments

Sculpting Bodies reserves the right to amend this arbitration provision at any time. Your continued use of the Website, purchase of any services or product on or through the Website, or use or attempted use of a Sculpting Bodies service or product, is affirmation of your consent to such changes. Should the changes to this arbitration provision be material, Sculpting Bodies will provide you notice and an opportunity to opt-out. Your continued use of the Website, purchase or use of any services or products on or through the Website, or use or attempted use of a Sculpting Bodies service or product, is affirmation of your consent to such material changes.

YOU UNDERSTAND THAT YOU WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE YOUR CASE, AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, YOU UNDERSTAND AND AGREE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY AND ONLY THROUGH BINDING, FINAL, AND CONFIDENTIAL ARBITRATION. YOU HAVE THE RIGHT TO OPT-OUT OF THIS ARBITRATION PROVISION WITHIN THIRTY (30) DAYS FROM THE DATE THAT YOU PURCHASE, USE, OR ATTEMPT TO USE A SERVICE OR PRODUCT PURCHASED ON OR THROUGH THE WEBSITE (WHICHEVER COMES FIRST) BY WRITING TO US AT LEGALTEAM@SCULPTINGBODIES.ORG. FOR YOUR OPT-OUT TO BE EFFECTIVE, YOU MUST SUBMIT A SIGNED WRITTEN NOTICE IDENTIFYING ANY SERVICE OR PRODUCT YOU PURCHASED, USED OR ATTEMPTED TO USE WITHIN THE 30 DAYS AND THE DATE YOU FIRST PURCHASED, USED, OR ATTEMPTED TO USE THE SERVICE OR PRODUCT. IF MORE THAN THIRTY (30) DAYS HAVE PASSED, YOU ARE NOT ELIGIBLE TO OPT OUT OF THIS PROVISION AND YOU MUST PURSUE YOUR CLAIM THROUGH BINDING ARBITRATION AS SET FORTH IN THIS AGREEMENT.

SECTION 16 – SCULPTING BODIES’ ADDITIONAL REMEDIES

In order to prevent or limit irreparable injury to Sculpting Bodies, in the event of any breach or threatened breach by you of the provisions of the parties’ Agreement or any infringement or threatened infringement by you of the intellectual property of Sculpting Bodies or a third-party, Sculpting Bodies shall be entitled to seek an injunction or other equitable relief restraining such breach, threatened breach, infringement, or threatened infringement. Nothing in this Agreement shall be construed as prohibiting Sculpting Bodies from pursuing any other remedies available to

it for such breach, threatened breach, infringement, or threatened infringement, including the recovery of monetary damages from you.

SECTION 17 – INDEMNIFICATION

To the fullest extent permitted by law, you agree to defend, indemnify and hold harmless Sculpting Bodies and its affiliates, and their respective directors, officers, employees, licensors, independent contractors, subcontractors, suppliers, parent companies, subsidiaries, and agents from and against any and all claims, actions, loss, liabilities, damages, expenses, demands, and costs of any kind, including, but not limited to attorneys’ fees and costs of any litigation or other dispute resolution, arising out of, resulting from, or in any way connected with or related to (1) your use, misuse, or inability to use the Website, (2) information you submit or transmit through the Website, or (3) your breach of these Terms, the documents they incorporate by reference, or the Agreement, or your violation of any law or the rights of a third-party.

SECTION 18 – NOTICE AND TAKEDOWN PROCEDURES; COPYRIGHT AGENT

If you believe that materials or content available on any Sculpting Bodies Website infringes any copyright you own, you or your agent may send Sculpting Bodies a notice requesting that Sculpting Bodies remove the materials or content from the Sculpting Bodies Website. If you believe that someone has wrongly filed a notice of copyright infringement against you, you may send Sculpting Bodies a counter-notice. Notices and counter-notices should be sent to legalteam@sculptingbodies.com.

SECTION 19 – THIRD-PARTY LINKS

The Website may contain links to other websites. Sculpting Bodies assumes no responsibility for the content or functionality of any non- Sculpting Bodies website to which we provide a link. Please see our Privacy Policy for more details.

SECTION 20 – TERMINATION

Sculpting Bodies reserves the right to terminate any Member’s Membership and/or service for any reason (including paid-for subscriptions and/or guest subscriptions) after providing e-mail notice to the Member.

This Agreement will take effect (or shall re-take effect) at the time you click “SUBMIT ORDER,” “PAY NOW,” “ORDER NOW”, “SUBMIT”, “BUY NOW”, “PURCHASE”, “I ACCEPT”, “I AGREE” or similar links or buttons, otherwise submit information through the Website, respond to a request for information, complete a purchase, select a method of payment, enter in payment method information, and/or begin installing, accessing, or using the Website, whichever is earliest. If, in our sole discretion, you fail, or we suspect that you have failed, to

comply with any term or provision of the Agreement, we may terminate the Agreement or suspend your access to the Website at any time without notice to you and you will remain liable for all amounts due up to and including the date of termination or suspension. You further agree that Sculpting Bodies shall not be liable to you or to any third party for the consequences of such termination or suspension. Your rights under this Agreement will terminate automatically if you fail to comply with this Agreement, subject to the survival of rights of certain provisions identified below. Termination will be effective without notice. Upon termination, you must promptly destroy all copies of any aspect of the Website in your possession. Sections 12, 14 through 20, 22, 24 through 28, and 30 through 32 of this Agreement, as well as any representations, warranties, and other obligations made or undertaken by you, shall survive the termination of this Agreement and/or your account or relationship with Sculpting Bodies.

SECTION 21 – NO WAIVER

No failure or delay on the part of Sculpting Bodies in exercising any right, power or remedy under this Agreement may operate as a waiver, nor may any single or partial exercise of any such right, power or remedy preclude any other or further exercise of such right, power, or remedy, or the exercise of any other rights, power or remedy under this Agreement. A waiver of any right or obligation under this Agreement shall only be effective if in writing and signed by Sculpting Bodies.

SECTION 22 – GOVERNING LAW AND VENUE

This Agreement and any issue or dispute arising out of or otherwise related to this Agreement or with your access or use of the Website, our Privacy Policy, or Return/Exchange Policy, or any matter concerning Sculpting Bodies, including your purchase and use or attempted use of any service or product, shall be governed exclusively by the laws of State of Florida excluding its conflict of law provisions. To the extent that any Claim or dispute is found by the arbitrator or (if proper) a court of competent jurisdiction to be excluded by the arbitration agreement in Section 15 above, the parties agree any such Claim or dispute shall be exclusively brought in and decided by the state or federal courts located in Miami, Florida, and you hereby irrevocably consent to the exclusive personal jurisdiction of, and exclusive venue in, such courts, and forever waive any challenge to said courts' exclusive jurisdiction or venue.

SECTION 23 – FORCE MAJEURE

Sculpting Bodies will not be responsible to you for any delay, damage, or failure caused by or occasioned by a Force Majeure Event. As used in this Agreement, "Force Majeure Event" shall mean: any act of God, act of nature or the elements, terrorism, insurrection, revolution or civil strife, piracy, civil war or hostile action, labor strikes, acts of public enemies, federal or state laws, rules and regulations of any governmental authorities having jurisdiction over the premises, inability to procure material, equipment, or necessary labor in the open market, acute and unusual labor, material, or equipment shortages, or any other causes beyond the control of

Sculpting Bodies. Delays due to any of the above causes shall not be deemed to be a breach of or failure to perform under this Agreement. Sculpting Bodies shall not be required against its will to adjust any labor or other similar dispute except in accordance with applicable law.

SECTION 24 – ASSIGNMENT

Sculpting Bodies may assign its rights under this Agreement at any time, without notice to you. Your rights arising under this Agreement cannot be assigned without Sculpting Bodies' express written consent.

SECTION 25 – ELECTRONIC SIGNATURE

All information communicated on the Website is considered an electronic communication. When you communicate with any Sculpting Bodies company through or on the Website or via other forms of electronic media, such as e-mail, you are communicating with the company electronically. You agree that we may communicate electronically with you and that such communications, as well as notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication. You further acknowledge and agree that by clicking on a button labeled “SUBMIT MY ORDER”, “PAY NOW”, “ORDER NOW”, “SUBMIT”, “BUY NOW”, “PURCHASE”, “I ACCEPT”, “I AGREE”, or similar links or buttons, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by this Agreement. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, including without limitation the United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229 (the “E-Sign Act”) or other similar statutes, YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE WEBSITE. Furthermore, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature, delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

SECTION 26 – CHANGES TO THE AGREEMENT

You can review the most current version of the Terms at any time at <https://sculptingbodies.org/terms>. We reserve the right, at our sole discretion, to update, change or replace any part of the Agreement, including the Privacy Policy, or Return/Exchange Policy, by posting updates and changes to our Website. It is your responsibility to check our Website periodically for changes. Your continued use of or access to our Website following the posting of any changes to the

Agreement constitutes acceptance of those changes. Unless accepted by Sculpting Bodies in writing, these terms and conditions may not be amended by you.

SECTION 27 – YOUR ADDITIONAL REPRESENTATIONS AND WARRANTIES

You hereby further represent and warrant: (1) that you are at least eighteen (18) years of age, or the legal age of majority in your jurisdiction, whichever is greater; (2) that you have read this Agreement and thoroughly understand the terms contained in this Agreement; and (3) that any products and services you purchase from the Website will be used for your personal, non-commercial use, and that you will not re-sell, re-distribute, or export any product that you order from the Website. You further represent that Sculpting Bodies has the right to rely upon all information provided to Sculpting Bodies by you, and Sculpting Bodies may contact you by email, telephone or postal mail for any purpose, including but not limited to (i) follow-up calls, (ii) customer satisfaction surveys, and (iii) inquiries about any orders you placed, or considered placing, on or through the Website.

SECTION 28 – SEVERABILITY

If any provision of this Agreement is found by the arbitrator or (if proper) a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby and shall continue in full force and effect and such provision may be modified or severed from this Agreement to the extent necessary to make such provision enforceable and consistent with the remainder of the Agreement.

SECTION 29 – ENTIRE AGREEMENT

These Terms, the Agreement, and any policies or operating rules posted by us on the Website or in respect to the Website constitutes the entire agreement and understanding between you and Sculpting Bodies and governs your access and use of the Website and your ordering, purchasing and use and/or attempted use of any service or product, and supersedes and replaces any prior or contemporaneous agreements, representations, communications, and proposals, whether oral or written, between you and Sculpting Bodies. We may also, in the future, offer new services and/or features through the Website. Such new features and/or services shall also be subject to these Terms, the Agreement, and any policies or operating rules posted by us on the Website. Any ambiguities in the interpretation of these Terms or the Agreement shall not be construed against the drafting party.

SECTION 30 – CONTACTING US

We encourage our customers to contact us with questions or comments about our products and services by emailing support@sculptingbodies.com. If you have any questions or inquiries concerning any of the Terms, you may contact Sculpting Bodies by visiting www.sculptingbodies.com/terms or emailing support@sculptingbodies.com.

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