

## **The Move it or Lose it Club Terms and Conditions**

The Move it or Lose it Club provides a subscription service that allows our customers to access live broadcast video (The Live Club), on demand video (The Exercise Club) and our social network (The Social Club), collectively referred to as The Club. The Club content is streamed over the Internet to certain Internet-connected computers and other devices.

These Terms of Use govern your use of our service. As used in these Terms of Use, "The Move it or Lose it Club service", "our service" or "the service" means the service provided by The Move it or Lose it Club for discovering and watching The Move it or Lose it Club content, including all features and functionalities, recommendations and reviews, the website, and user interfaces, as well as all content and software associated with our service.

### **Membership**

1.1. Your The Move it or Lose it Club membership will continue until terminated. To use the The Move it or Lose it Club service you must have Internet access and a The Move it or Lose it Club ready device, and provide us with one or more Payment Methods. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time. Unless you cancel your Membership before your billing date, you authorise us to charge the membership fee for the next billing cycle to your Payment Method (see "Cancellation" below).

1.2. We may offer a number of membership plans, including monthly or annually. You can find specific details regarding your The Move it or Lose it Club membership by visiting our website and clicking on the "My Account" link.

### **Billing and Cancellation**

2.1. Billing Cycle. The membership fee for the The Move it or Lose it Club service will be charged to your Payment Method on the specific billing date indicated on your "My Account" page. The length of your billing cycle will depend on the type of subscription that you choose when you sign-up for the service. In some cases your payment date may change, for example if your Payment Method has not successfully settled or if your paid membership began on a day not contained in a given month. Visit our website and click on the "Payment Methods" link on the "My Account" page to see more information.

2.2. Payment Methods. To use the The Move it or Lose it Club service you must provide one or more Payment Methods. You authorise us to charge any Payment Method associated to your account in case your primary Payment Method is declined or no longer available to us for payment of your subscription fee. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees. Check with your Payment Method service provider for details.

2.3. Updating your Payment Methods. You can update your Payment Methods by going to the "My Account" page. We may also update your Payment Methods using information

provided by the payment service providers. Following any update, you authorise us to continue to charge the applicable Payment Method(s).

2.4. Cancellation. You can cancel your The Move it or Lose it Club membership at any time, and you will continue to have access to the The Move it or Lose it Club service through to the end of your billing period. Payments are non-refundable and we do not provide refunds or credits for any partial - month membership periods or unwatched The Move it or Lose it Club content. To cancel, go to the "My Account" page. If you cancel your membership, your account will automatically close at the end of your current billing period. To see when your account will close, click "Billing details" on the "Account" page.

2.5. Changes to the Price and Subscription Plans. We may change our subscription plans and the price of our service from time to time; however, any price changes or changes to your subscription plans will apply no earlier than 30 days following notice to you.

### **The Move it or Lose it Club Service**

3.1. You must be 18 years of age, or the age of majority in your province, territory or country, to become a member of The Move it or Lose it Club service. Minors may only use the service under the supervision of an adult.

3.2. The Move it or Lose it Club service and any content viewed through the service are for your personal and non-commercial use only and may not be shared with individuals beyond your household. During your The Move it or Lose it Club membership we grant you a limited, non-exclusive, non-transferable right to access the The Move it or Lose it Club service and view The Move it or Lose it Club content. Except for the foregoing, no right, title or interest shall be transferred to you. You agree not to use the service for public performances.

3.3. You agree not to archive, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorised in these Terms of Use) content and information contained on or obtained from or through the The Move it or Lose it Club service. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the The Move it or Lose it Club service; use any robot, spider, scraper or other automated means to access the The Move it or Lose it Club service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the The Move it or Lose it Club service; insert any code or product or manipulate the content of the The Move it or Lose it Club service in any way; or use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the The Move it or Lose it Club service, including any software viruses or any other computer code, files or programs. We may terminate or restrict your use of our service if you violate these Terms of Use or are engaged in illegal or fraudulent use of the service.

3.4. The quality of the display of the The Move it or Lose it Club content may vary from device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. HD, Ultra HD and HDR availability is subject to your Internet service and device capabilities. Please check with your Internet provider for information on possible Internet data usage charges. The time it takes to begin watching The Move it or Lose it Club content will vary based on a number of factors, including your location, available bandwidth at the time, the content you have selected and the configuration of your The Move it or Lose it Club ready device.

3.5. The Move it or Lose it Club software is developed by, or for, The Move it or Lose it Club and is designed to enable viewing of The Move it or Lose it Club content through The Move it or Lose it Club ready devices. This software may vary by device and medium, and functionalities and features may also differ between devices. You acknowledge that the use of the service may require third party software that is subject to third party licenses. You agree that you may automatically receive updated versions of the The Move it or Lose it Club and related third-party software.

#### **Passwords and Account Access.**

The member who created the The Move it or Lose it Club account and whose Payment Method is charged (the "Account Owner") has access and control over the The Move it or Lose it Club account and the The Move it or Lose it Club ready devices that are used to access our service and is responsible for any activity that occurs through the The Move it or Lose it Club account. To maintain control over the account and to prevent anyone from accessing the account (which would include information on viewing history for the account), the Account Owner should maintain control over the The Move it or Lose it Club ready devices that are used to access the service and not reveal the password or details of the Payment Method associated with the account to anyone. You are responsible for updating and maintaining the accuracy of the information you provide to us relating to your account.

The Move it or Lose it Club account subscription can be purchased as a 'gift' for someone else. In this case the member who purchased the membership will be the Account Owner as per above. The gifted party will however also have access to the membership account. Gifts are only available on an annual membership subscription.