

TERMS AND CONDITIONS

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1 INTRODUCTION

Welcome to Holistic Experiment LLC, we are a company based in Houston, Texas, United States of America. We focus on helping you track and manage your health and fitness through our ThinkFit mobile app and websites. These Terms and Conditions regulate the use and access of <https://www.thinkfit.app/> media form, media channel, mobile website, and mobile applications related, linked, or otherwise connected thereto (collectively the "Platform"). We are committed to providing you with high-quality services. ThinkFit is a mobile and web-based tool that enables you to better manage your health and well-being. For the sake of convenience, the term "Services" shall be included in the term "Platform" wherever used throughout this document unless specified otherwise.

These Terms and Conditions, our [Privacy Policy](#), [Refunds Policy](#), [Cookie Policy](#), [Subscription Terms and Conditions](#), and other additional terms we make available on the Platform from time to time (collectively "Terms") set out the legal obligation vis-à-vis terms and conditions for your interaction and usage of the Platform. This document includes a mandatory arbitration provision and regulates the resolution of any dispute which may arise between you and us as a result of using our Platform. By clicking "Accept" when prompted or making an Account or, using or accessing the Platform, you understand that you will adhere to these Terms and all other operating rules, policies, and procedures that may be issued periodically on the Platform by us, each of which is incorporated by reference periodically by us. If you do not agree to any of these Terms, including the compulsory arbitration provision, you must stop using the Platform.

By accepting these Terms, you agree that the Terms constitute a binding contract, effective as of the date of first acceptance by you, between Holistic Experiment LLC (hereinafter referred to as "ThinkFit", "we", "us", or "our") and you the user (hereinafter referred to as ("you", "your") (each a "Party" to the contract and collectively, the "Parties").

2 ELIGIBILITY

- 2.1 To use our Platform, you must:
- 2.1.1 Be at least of age the age of majority and not disqualified from entering into contracts under any law;
 - 2.1.2 Complete the registration process;
 - 2.1.3 Agree to our Terms; and
 - 2.1.4 Provide true, complete, and up to date legal and contact information
 - 2.1.5 You represent and warrant that you have the authority to accept these Terms on behalf of the company you may be affiliated with.
 - 2.1.6 By using Platform, you represent and warrant that you will use Platform only for non-commercial purposes.
- 2.2 By using Platform, you represent and warrant that you meet all the requirements listed above and that you won't use Platform in a way that violates any laws or regulations. ThinkFit may refuse service, close Accounts of any users, and change eligibility requirements at any time.
- 2.3 By accepting these terms, you represent and warrant that you are qualified concerning the conditions stated herein, therefore, are permitted to use the Platform. If you do not meet any of the conditions stated herein, you shall not access/use the Platform and must cease to be a user.
- 2.4 **User Responsibilities:** Users are responsible for providing accurate and up-to-date information, including contact details, payment information, and any other required data. It is the user's responsibility to keep their account information secure and to promptly update any changes. Users are also responsible for any activity that occurs under their account, and they agree to notify ThinkFit immediately of any unauthorized use or breach of security. ThinkFit disclaims any liability arising from a user's failure to comply with these responsibilities.
- 2.5 **Availability and Accessibility:** While ThinkFit strives to provide a reliable and accessible Platform; you acknowledge and agree that the service may

be subject to interruptions, delays, or errors. ThinkFit does not guarantee continuous, uninterrupted, or secure access to the Platform and shall not be liable for any such disruptions.

Geographic Limitations: The service Platform and its offerings may not be available or suitable for use in all geographic locations. You are responsible for ensuring that your use of the Platform complies with local laws and regulations.

3 SERVICE

- 3.1 Through our Platform, we help users to be more productive, efficient and effective in task management, and at the same time taking care of their body and mind, by adding physical movement and mindfulness exercises to their daily routine. We also provide access through the Store to other services and products (internal or Third Party) aimed at the general well-being of the person.
- 3.2 The "ThinkFit Store" (also referred to as the "Store") and "ThinkFit Academy" (also referred to as "Academy") are our online shop and academy accessible via the Platform. The terms Store and Academy are hereby included in the term Platform wherever used throughout the Terms. The Store and Academy provides users with the opportunity to explore and access a range of services, products, courses, and offerings related to holistic well-being and overall health. These offerings may include both internal products and services developed by ThinkFit, and products or services from third-party providers.
- 3.3 When you use the Platform, you acknowledge that ThinkFit is a voluntary service. We are not a medical organization and will not give you any medical advice or diagnosis. The information available through this Platform and from any other service provided to you directly by ThinkFit or a third party working with ThinkFit should not be used to make any medical diagnose and is only to be used for educational purposes. The Platform should not be used for medical advice or opinions, nor does it contain medical advice

or opinions. Always consult with a doctor before starting a diet or fitness program. Consult a recognized medical professional if any training or dieting is causing pain or serious discomfort. We cannot guarantee any health, weight and/or fitness results or improvements as a result of using the Platform.

4 ACCOUNT REGISTRATION

- 4.1 To access the Platform, you need to register for a user account on the Platform ("Account"). For continuous access to our Platform, it is suggested that you provide us with accurate, complete and updated information wherever applicable. Failing to meet the aforesaid condition may result in the suspension of the respective user Account.
- 4.2 You agree not to (1) misrepresent yourself as someone else by selecting or using a username a name, email, or phone number of another person; (2) use, as a username, an offensive, vulgar, or obscene name; (3) use as a username a fictitious name or pseudonym.
- 4.3 You may register an Account on the Platform to make full use of the Platform. Accordingly, you agree to the following requirements:
 - 4.3.1 You must provide your legal full name; a valid email address; create a password; and include any other information requested in order to create your Account ("Login Information");
 - 4.3.2 You must not share your password with anyone except authorized employees;
 - 4.3.3 You must always provide accurate, current, and complete information, and you must update such information in a timely manner to maintain its accuracy and completeness;
 - 4.3.4 Any use of the Platform through your Account will be deemed as being used by you. Therefore, you are responsible for all content and activity that occurs through your Account;

4.3.5 ThinkFit is entitled to rely on the contact and other information that is supplied to us through your Account;

4.3.6 Your Account is NON-TRANSFERABLE and NON-ASSIGNABLE;

4.3.7 You have the right to cancel your registration;

4.3.8 You also understand that by creating an Account with us, your user ID number, name and profile picture may be publicly available, and you consent to this information being publicly available (i.e. in case of engagement on forums, chats etc;

4.3.9 In the event you become aware of or reasonably suspect any breach of security, including without limitation any loss, theft, or unauthorized disclosure of the Login Information, you must immediately notify us and, at the same time, modify your Login Information. We reserve the right to remove or reclaim any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates the third party's rights.

4.3.10 Customer service and technical support are available via email hello@thinkfit.app/.

4.4 You understand and agree that by creating a user Account, you agree to receive communication concerning marketing emails from us. You understand and agree that any communication or notification you receive from us electronically shall qualify as legal notice and meet all the legal notice requirements.

5 RESTRICTIONS

5.1 The following restrictions apply to the use of the Platform:

5.1.1 If you are a minor, you must have permission of your adult guardian and have them agree to ThinkFit's Terms and Conditions on your behalf;

- 5.1.2 If you have a condition that requires medical treatment, or are pregnant and/or breastfeeding/lactating, have an eating disorder, you may not use the Platform without an approval from your physician or other licensed health adviser;
- 5.1.3 You shall not have more than one Account any given time, and shall not create an Account using a false identity or information, or on behalf of someone other than yourself;
- 5.1.4 You shall not have an Account or use the Platform if you have previously been removed by ThinkFit, or have been banned by us from participating in any Platform service;
- 5.1.5 You shall use your Account only for non-commercial purposes;
- 5.1.6 You shall not use your Account to advertise, or solicit, or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages (spim and spam) to anyone;
- 5.1.7 You shall not use your Account to engage in any illegal conduct including the unauthorized distribution of copyrighted material;
- 5.1.8 You shall not rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account to anyone without our written permission;
- 5.1.9 You shall not access or use an Account which has been rented, leased, sold, traded, gifted, bequeathed, or otherwise transferred from the Account creator without our permission; and
- 5.1.10 If you access the Platform from your employer's Account, you shall comply with your employer's terms of service/use as well as these Terms and Conditions. You must immediately stop using the Platform if you are not able to comply with the foregoing restrictions.

6 PROTECTING YOUR SECURITY

To ensure that your credit, debit, charge card, or other payment methods are not being used without your consent, we may validate name, address

and other personal information supplied by you during the order process against appropriate third-party databases.

We take the risk of internet fraud very seriously. With the volume of fraudulent credit card transactions increasing, we make every effort to ensure all orders are thoroughly checked using the information already supplied. There is a possibility we may contact you to make additional security checks and we ask for your co-operation to enable us to complete them. We will not tolerate fraudulent transactions and such transactions will be reported to the relevant authorities.

By accepting these Terms, you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered credit reference agency which may keep a record of that information. You can rest assured that this is done only to confirm your identity, that a credit check is not performed and that your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the law.

7 ORDERS

- 7.1 All orders are subject to acceptance and availability. If the goods/services ordered are not available, you will be notified by e-mail (or by other means if no e-mail address has been provided) and you will have the option either to wait until the ordered goods/services are available or to cancel your order and receive a refund in line with our Refund Policy.
- 7.2 Any orders placed by you will be treated as an offer to purchase the goods or services from us and we have the right to reject such offers at any time. You acknowledge that any automated acknowledgment of your order which you may receive from us shall not amount to our acceptance of your offer to purchase goods or services advertised on the Platform. The conclusion of a contract between you and us will take place when we (i) debit your credit, debit card or bank account or (ii) dispatch the goods to you or commence the services, whichever is the later, at which time we shall send

you an e-mail confirming that the contract has been concluded in any manner at our discretion ('Dispatch Confirmation'). The contract will relate only to those goods or services whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other goods or services which may have been part of your order until the dispatch of such goods or services has been confirmed in a separate Dispatch Confirmation.

- 7.3 We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be liable for any loss you may suffer if a third party procures unauthorized access to any data provided by you when accessing or ordering from the Platform.
- 7.4 The products sold on the Platform are not for re-sale or distribution. We reserve the right to cancel orders and/or suspend accounts where we believe products are being ordered in breach of this provision.
- 7.5 You will assume the risk for the products or services once they have been delivered to you. We accept no liability where you provide an incorrect delivery address.

8 PRICE AND PAYMENT

Taxes will be calculated and added before checkout/final payment (where applicable) at the current rates. We reserve the right, however, to change prices at any time without notice to you (save that any changes will not affect orders in respect of which we have sent you a Dispatch Confirmation).

Payment can be made by any major credit or debit card or via your bank account, as well as other available payment modes via the Platform. Payment will be debited and cleared from your Account before the dispatch of your goods or provision of the service to you.

In the unlikely event that the price shown on the checkout page is wrong, and we discover this before accepting your order, we are not required to sell the goods or services to you at the price shown. We always try and

ensure that the prices of goods or services shown on our Platform are accurate, but occasionally genuine errors may occur. If we discover an error in the price of the goods or services that you have ordered, we will let you know as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it.

You confirm that the credit, debit card or bank account, as well as other payment methods that are being used are yours. All credit/debit cardholders are subject to validation checks and authorization by the card issuer. If the issuer of your payment card refuses to or does not, for any reason, authorize payment to us we will not be liable to you for any delay or non-delivery.

We permit you to use discount codes strictly on the terms and conditions upon which they were issued which, amongst other things, may include terms relating to your eligibility to use them and a maximum order value. Please familiarize yourself with those terms and conditions before you place an order as we reserve the right to reject or cancel any orders which do not comply with these terms even if your credit or debit card as well as other payment methods has been charged. If there is any inconsistency between the terms and conditions upon which the discount codes were issued and these terms and conditions, the discount code terms and conditions prevail. A copy of the discount code terms and conditions can be obtained by mailing our customer service representatives at: hello@thinkfit.app/

9 PERSONAL DATA

- 9.1 To provide you with the Platform as mentioned in these Terms it is required that we collect your basic information which may include your name, Email, date of birth, gender, fitness level, details about environment (i.e., availability of space for exercise, equipment etc.) ("Personal data"). You agree that your Personal data is collected by us through your consent. Please refer to our [Privacy Policy](#) for more details with respect to the Personal data collected by us.

10 TERM

10.1 The Term begins as soon as you access the Platform and continues as long as you use the Platform. By clicking accept when prompted and making your Account means that you've officially "signed" these Terms.

11 PROHIBITED ACTIVITIES

11.1 As a user of the Platform, you agree not to:

11.2 Systematically retrieve data or other content from the Platform to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.

11.3 make any unauthorized use of the Platform, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user Accounts by automated means or under false presences.

11.4 Use a buying agent or purchasing agent to make purchases on the Platform.

11.5 Use the Platform for advertising or offering to sell goods and services.

11.6 Circumvent, disable, or otherwise interfere with security-related features of the Platform, including features that prevent or restrict the use or copying of any Platform Content or enforce limitations on the use of the Platform and/or the Platform Content or content contained therein.

11.7 Engage in unauthorized framing of or linking to the Platform.

11.8 Trick, defraud, or mislead us and other users of the Platform, especially in any attempt to learn sensitive account information such as user passwords;

11.9 Make improper use of our support services or submit false reports of abuse or misconduct.

11.10 Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools

- 11.11 Interfere with, disrupt, or create an undue burden on the Platform or the networks or services connected to the Platform.
- 11.12 Attempt to impersonate another user or person or use the username of another user.
- 11.13 Sell or otherwise transfer your profile.
- 11.14 Use any information obtained from the Platform in order to harass, abuse, or harm another person.
- 11.15 Use the Platform as part of any effort to compete with us or otherwise use the Platform and/or the Platform Content for any revenue-generating endeavor or commercial enterprise.
- 11.16 Attempt to bypass any measures of the Platform designed to prevent or restrict access to the Platform, or any portion of the Platform.
- 11.17 Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Platform to you.
- 11.18 Delete the copyright or other proprietary rights notice from any Platform Content
- 11.19 Copy or adapt the Platform's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- 11.20 Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Platform or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Platform.
- 11.21 Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices

(sometimes referred to as “spyware” or “passive collection mechanisms” or “pcms”).

11.22 except as may be the result of a standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Platform, or using or launching any unauthorized script or other software.

11.23 Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Platform.

11.24 Use the Platform in a manner inconsistent with any applicable laws or regulations.

12 LICENSE

12.1 Subject to the Terms, ThinkFit gives you a limited, revocable, non-sub-licensable, non-exclusive, and non-transferable license to the Platform (and other items displayed on the Platform for download) only for purposes of using the Platform in accordance with these Terms. It is expressly prohibited without the prior express permission from ThinkFit to use, reproduce, modify, distribute, or store any Content for purposes other than using the Platform consistent with these Terms.

13 FITPOINTS AND AFFILIATE/PARTNER COUPONS

13.1 **Earning and Redeeming Fitpoints:** As a participant in the ThinkFit Platform, you will have the opportunity to accumulate Fitpoints, a virtual currency “Fitpoints”, by actively engaging in physical exercises and successfully completing Active Recovery periods. These Fitpoints will be earned as a direct outcome of your active involvement in physical activities. Fitpoints can also be purchased, please refer to our [Fitpoints Virtual Currency Policy](#) for more information.

13.2 Subsequently, you can utilize the accrued Fitpoints to acquire coupons, which can be exchanged for various offerings on our dedicated online Platform, (accessible at <https://store.thinkfit.app/>). The Fitpoints you earn

can be redeemed for coupons that grant you access to a selection of services and products available on the Platform.

13.3 Utilization of Fitpoints: Fitpoints offer a versatile means of enhancing your interaction with the ThinkFit platform. These Fitpoints can be employed for procuring services and products available within ThinkFit's offerings (internal services/products), as well as for availing yourself of services and products on partner and affiliate websites.

14 PROPRIETARY RIGHTS

14.1 We alone shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Platform. Intellectual property for the purpose of this Agreement means without limitation, graphics, titles, computer code, themes, objects, characters, character names, stories, dialogue, catch phrases, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, documentation, transcripts, character profile information, and recordings owned by the Holistic Experiment LLC or licensed to ThinkFit ("Platform Content").

14.2 Our Terms and Conditions are not a sale and does not convey to you any rights of ownership in or related to our Platform, the Intellectual Property Rights owned by us, or to your Account. Accordingly, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any of our content. Use of any content for any purpose not expressly permitted by this agreement is strictly prohibited. ThinkFit reserves the right to terminate any Account that has been inactive for 180 days.

1.1 The Platform, our name and logo are our exclusive property.

1.2 We shall own all rights, title, and interest to any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you or any other party relating to our Platform. Accordingly, you may choose to, or we may invite you to

submit comments or ideas about our Platform, including without limitation about how to improve our Platform services or our ideas. By submitting any idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place us under any fiduciary or other obligation and that we are free to use the idea without any additional compensation to you, and/or to disclose the idea on a non-confidential basis or otherwise to anyone. We may organize contests, raffles, referral programs, or surveys. The details, terms, and conditions of such activities will be explicitly defined and provided on a case-by-case basis. Participants are encouraged to carefully review and comply with the specific rules and guidelines applicable to each respective event. By participating in any of these activities, you agree to abide by the terms and conditions set forth for that particular initiative. We reserve the right to modify, cancel, or amend any contest, raffle, referral program, or survey at our discretion, and such changes will be communicated to participants as deemed necessary. Your participation in these activities is voluntary, and you acknowledge that your involvement is subject to the terms and conditions provided for each specific event. You further acknowledge that, by acceptance of your submission, we do not waive any rights to use similar or related ideas previously known to us or developed by our employees or obtained from sources other than you. You retain ownership of your content and submissions but grant ThinkFit a non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform such content and submissions in connection with the Platform.

15 REVIEWS

If you submit a review, you grant us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce,

modify, adapt, publish, translate, create derivative works from, distribute and display such content throughout the world in any media.

You grant ThinkFit and its sub-licensees the right to use the name that you submit in connection with such content, if they choose.

You agree to waive your right to be identified as the author of such content and your right to object to derogatory treatment of such content.

You agree to perform all further acts necessary to perfect any of the above rights granted by you to ThinkFit, including the execution of deeds and documents, at the request of ThinkFit.

16 MODIFICATION

16.1 ThinkFit reserves the right to modify, suspend, or discontinue any aspect of the service, including features and functionality, at its sole discretion. Users will be notified of material changes when applicable.

16.2 We may change these Terms at any time in our sole discretion. Except as otherwise stated, all amended terms shall automatically be effective as of the date specified in such amended terms after they are initially posted . You are therefore responsible for reviewing such postings and any applicable changes. You may also be given additional notice, such as an e-mail message or messaging within the Platform, of any changes. Your continued use of the Platform constitutes your acceptance of such changes. If you do not agree to any posted changes, do not continue to use the Platform.

17 SUPPLEMENTAL POLICIES

17.1 ThinkFit may publish additional policies related to specific Platform services such as forums, contests or loyalty programs. Your right to use such services is subject to those specific policies and these Terms and Conditions.

18 SECURITY

- 18.1 We care about the integrity and security of your personal information. We cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

19 THIRD PARTY RECOMMENDATIONS AND INFORMATION

- 19.1 Our Platforms may contain recommendations and information to third-parties that are not owned or controlled by us. We do not endorse or assume any responsibility for any such third-party information, materials, products, or services.
- 19.2 When you contact a third-party service, and/or engage a third-party from the service, you do so at your own risk, and you understand that this agreement and our Privacy Policy do not apply to your use of such third-party sites, services, or products. You expressly relieve us from any and all liability arising from your use of any third-party website, service, product or content. Your dealings with, or participation in promotions of any service provider and any other terms, conditions, representations, or warranties associated with such dealings, are between you and such service provider exclusively and do not involve us.
- 19.3 You should make whatever investigation or other resources that you deem necessary or appropriate before engaging product providers.

20 TERMINATION

- 20.1 Termination by ThinkFit: We reserve the right to terminate your access to all or any part of the Platform at any point in time, without providing any cause. This termination may occur with or without prior notice and will take effect immediately upon our decision. As a result of this termination, you may lose access to the Platform and all associated services. Furthermore, your membership-related information may be forfeited and destroyed as part of this process.

20.2 Termination by User: You have the option to terminate your Account if you choose to do so. This can be accomplished by submitting a termination request through our Platform. Once your termination request is received and processed, the license granted under Section 12 will be revoked immediately. As a result, you will be prohibited from accessing or using the Platform or any related content. Please note that any fees paid to us are non-refundable and you will be responsible for the consequences of your termination decision.

20.3 Survival of Certain Provisions: Even after termination, certain provisions of these Terms will continue to be in effect. These provisions include, but are not limited to, clauses related to licenses, warranty disclaimers, ownership, limitations of liability, and indemnification. Despite the termination of your access to the Platform, these clauses will remain valid and enforceable.

21 RELEASE

21.1 You agree to release, defend, indemnify, and hold us, our associates, and our respective officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable legal and accounting fees, arising out of or in any way connected with your violation of these Terms.

22 WARRANTY DISCLAIMER

22.1 Use of the Platform is at your own risk. To the maximum extent permitted by applicable law, the Platform is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, or non-infringement. No advice or information, whether oral or written, obtained by you from us or through the service will create any warranty not expressly stated herein. Without limiting the foregoing, we do not warrant that the content is accurate, reliable or correct; that the service will meet your requirements; that the Platform will be available at any particular time or location, uninterrupted or secure; that any defects

or errors will be corrected; that any requests will be met satisfactorily or at all.

22.2 We do not guarantee the suitability, safety, or ability of neither any third-party provider, nor that any such third-party provider will meet your requirements or expectations. We do not warrant, endorse, guarantee, or assume responsibility for any service advertised or offered by a third party through our Platform or any hyperlinked website or service, and we will not be a party to or in any way monitor any transaction between you and providers of such third-party services.

22.3 Federal law, some states, provinces and other jurisdictions do not allow the exclusion and limitations of certain implied warranties, so the above exclusions may not apply to you. These Terms give you specific legal rights, and you may also have other rights which vary from state to state. The disclaimers and exclusions under these Terms will not apply to the extent prohibited by applicable law.

22.4 Without limiting the foregoing, your correspondence or business dealings with, and use of services of third parties or service providers provided by us, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party. You agree that we shall not be responsible or liable, directly, or indirectly, for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third parties or service providers.

23 LIMITATION OF LIABILITY

23.1 To the maximum extent permitted by applicable law, in no event shall we and our employees, be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, this Platform.

- 23.2 To the maximum extent permitted by applicable law, we assume no liability or responsibility for any (i) errors, mistakes, or inaccuracies of requests or content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service.
- 23.3 Under no circumstances will the ThinkFit parties be liable to you for more than the amount you, or a third party on your behalf, have paid ThinkFit in the one hundred and eighty days (180) days immediately preceding the date on which you first assert any such claim. You acknowledge and agree that if you, or a third party on your behalf, have not paid ThinkFit any amounts in the one hundred and eighty days (180) days immediately preceding the date on which you first assert any such claim, your sole and exclusive remedy for any dispute with ThinkFit is to stop using the Platform and to cancel your Account.
- 23.4 Liability for User Content: ThinkFit is not responsible for the accuracy, completeness, legality, or reliability of user-generated content. Users are solely responsible for the content they submit, and ThinkFit disclaims any liability arising from such content.

24 INDEMNIFICATION

- 24.1 You agree to indemnify, save, and hold the Holistic experiment LLC, ThinkFit, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the Service, any violation by you of these Terms and Conditions, or any breach of the representations, warranties, and covenants made by you herein. the Holistic experiment LLC reserves the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify the Holistic Experiment LLC, and you agree to cooperate with the Holistic Experiment LLC defence of these claims. The Holistic Experiment LLC will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware

of it. You agree that the provisions in this paragraph will survive any termination of your Account(s) or of the Platform.

25 ENTIRE AGREEMENT

25.1 These Terms and Conditions constitutes the entire agreement between you and us. It supersedes any prior negotiations, discussions, or agreements, whether written or oral, between you and us regarding the subject matter contained in these Terms and Conditions. Additional terms and conditions may exist between you and third parties. You represent and warrant that those third-party agreements do not interfere with your obligations and duties to us under these Terms and Conditions.

26 SEVERABILITY

26.1 If any portion of these terms is found to be void or unenforceable, it shall be struck from the record, and the remaining provisions will retain their full force and effect.

27 WAIVER

27.1 Except as provided herein, the failure to exercise a right or to require performance of an obligation under these terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

28 NOTICES

28.1 We may notify you via postings on the official Platform, and via email or any other communications means to contact information you provide to us. All notices given by you or required from you under these Terms and Conditions or the ThinkFit Privacy Policy shall be via email mail to hello@thinkfit.app. Any notices that you provide without compliance with this Section on Notices shall have no legal effect.

29 DISPUTE RESOLUTION

- 29.1 Dispute Resolution Process: If you have any dispute or claim arising from or related to these Terms and Conditions, the Platform, or our services ("Dispute"), you and ThinkFit agree to make efforts to resolve the Dispute through informal discussions and negotiation.
- 29.2 Mediation: If the parties are unable to resolve the Dispute through informal discussions within a reasonable period, both parties agree to mediate the Dispute. The mediation will be conducted by a neutral third party mediator chosen by mutual agreement or appointed by a court, and the costs will be shared equally between the parties.
- 29.3 Binding Arbitration: If mediation is unsuccessful, any unresolved Dispute will be resolved exclusively through binding arbitration. Arbitration will be conducted in accordance with the rules of the relevant arbitration institution, or if no such institution is agreed upon, by a single arbitrator chosen jointly by both parties. The arbitration shall be conducted in the English language and shall take place in the location determined by mutual agreement or as ordered by the relevant arbitration institution.
- 29.4 Waiver of Class Action and Collective Action: Any arbitration or proceeding shall be individual, and you agree not to participate in any class action, collective action, or representative action with respect to any Dispute.
- 29.5 Governing Law and Jurisdiction: The parties agree that the validity, operation, and performance of these Terms shall be governed by and interpreted in accordance with the laws of the State of Texas and The United States of America applicable therein (notwithstanding conflict of law rules). The Parties do expressly and irrevocably concede to the jurisdiction of the courts located in Houston, Texas with respect to any matter or claim, suit, action or proceeding arising under or related to these Terms.
- 29.6 Equitable Relief: Nothing in this section prevents either party from seeking injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or

violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

29.7 Prevailing Party: The prevailing party in any arbitration or litigation shall be entitled to recover its reasonable attorney's fees, costs, and expenses incurred in connection with the arbitration or litigation.

29.8 No Impairment of Rights: This Dispute Resolution section shall not be interpreted to impair the parties' ability to exercise any legal rights or remedies available under applicable law.

29.9 Opt-out: If you do not wish to be bound by the arbitration and class action waiver provisions in this section, you must notify ThinkFit in writing within 30 days of the date you first accept these Terms.

30 EQUITABLE REMEDIES

30.1 You acknowledge that the rights granted and obligations made under these Terms and Conditions to ThinkFit are of a unique and irreplaceable nature, the loss of which shall irreparably harm ThinkFit and which cannot be replaced by monetary damages alone so that ThinkFit shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrain the operation of any Platform Service, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Platform or any content or other material used or displayed through the Platform and agree to limit your claims to claims for monetary damages, limited by Section 23 (if any).

31 RELATIONSHIP OF THE PARTIES

31.1 You and ThinkFit are independent contractors. These Terms shall not and do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship of any kind between the Parties. You shall not have any authority of any kind to bind us in any respect. Unless expressly

stated otherwise in these Terms, there are no third-party beneficiaries to the Terms. We do not have any special relationship you or any fiduciary duty.

32 MERGERS AND ACQUISITIONS; ASSIGNMENT

- 32.1 You acknowledge that in the future, Thinkfit may undergo changes due to mergers, acquisitions, or other strategic transactions with third parties, which may or may not include competitors. Specifically, without limiting the scope of these potential changes, you agree that Thinkfit may:
- 32.1.1 Sell its assets, services, and intellectual property to a third party.
 - 32.1.2 Go public or engage in a private placement of securities.
 - 32.1.3 Merge with other corporations or be acquired by another corporation.
 - 32.1.4 Undertake refinancing, recapitalization, leveraged buyouts, or other economic and financial restructuring.
- 32.2 Regarding any of the aforementioned transactions, you expressly and specifically waive any claims, demands, or damages arising from or related to such events. Your sole entitlement against the successors of Thinkfit is to maintain this Agreement until the conclusion of the accounting year during which you are notified of Thinkfit's intentions to engage in such activities or any other arrangement that may substantially impact the ownership of Thinkfit.
- 32.3 ThinkFit may assign or delegate these , in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms without ThinkFit's prior written consent, and any unauthorized assignment and delegation by you is ineffective.

33 EXTENSION OF BENEFITS

33.1 Customer agrees that the rights and benefits of ThinkFit under the Terms as well as any indemnity, any limitation of liability and any consent granted by the customer to ThinkFit hereunder shall also extend to your employer, if your employer pays for your access to this Platform which is, solely for the purposes set out in this Section and the Sections of this Agreement referred to in this Section, a party to this Agreement.

34 FORCE MAJEURE

34.1 ThinkFit shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of ThinkFit, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond ThinkFit's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labour or materials.

35 INTERPRETATION

35.1 The headers are provided only to make this agreement easier to read and understand.

36 CONTACT US

If you have any questions or concerns about any of these terms, please send an e-mail to hello@thinkfit.app/. All other inquiries should be directed to ThinkFit's Feedback Page or hello@thinkfit.app/.