

## **homeWERQ WEBSITE AND MEMBERSHIP AGREEMENT**

This Agreement was last updated on March 31, 2020.

Welcome to the homeWERQ website (the “Website”), which is owned by WERQ Fitness LLC (“WERQ Fitness”, “we” or “us”). The terms set forth in this homeWERQ Website and Membership Agreement (the “Agreement”) is a legal agreement between you and WERQ Fitness, and governs your access to and use of this Website, the materials contained within, and your activities as a homeWERQ member.

Payment of the membership fee pursuant to this Agreement and/or completing the click-through process required to accept this Agreement shall be effective as an original signature and constitutes your acceptance to the terms hereof. You acknowledge that you have read and understand this Agreement (and our Privacy Policy, which is incorporated herein by reference) in its entirety and that this Agreement may be modified at our discretion. Such changes may be affected by WERQ Fitness’s posting of a change notice or new agreement on the Website. Such modified terms are deemed incorporated herein. WERQ Fitness will make commercially reasonable efforts to notify you of all modifications prior to implementation. The enforceability of such changes is not contingent upon actual notification, provided that WERQ Fitness has posted the changes on the Website. In the event you do not agree to abide by the terms of the Agreement, as modified, your sole remedy is to terminate this Agreement. You must monitor the Website for changes to this Agreement.

### **1. ACCESS TO THE WEBSITE – MEMBERS ONLY**

This Website is available to homeWERQ members only. In order to access the Website and WERQ Content, you will first need a valid access code provided to you by WERQ Fitness upon registration of your interest in receiving homeWERQ benefits. Access codes are provided on an individual basis and may not be shared. You may not gain access to the Website using someone else’s access code and you may not share or distribute your access code to others. WERQ Fitness reserves the right to deny Website access or membership to any person for any reason, even if a valid access code is provided.

Upon entering your access code, you will be required to create an account and provide certain information (e.g., your name, email address, phone numbers).

When establishing an account, you agree to: (a) provide complete and accurate information to WERQ Fitness and allow WERQ Fitness to store and use your account information in accordance with its Privacy Policy; (b) provide valid payment information to process membership fees and other payments to WERQ Fitness; and (c) protect your username and password, as well as any access codes or product codes provided by WERQ Fitness, and not share them with others or permit any unauthorized use of the WERQ Content. You certify and represent that you will be the only person accessing your account and using the WERQ Content for which you have

registered and that any further agreements or certifications required by WERQ Fitness in connection with the foregoing will be completed only by you.

## **2. MEMBERSHIP BENEFITS; FEES AND RENEWAL**

In order to access this Website and the WERQ Content, you must become a member and pay the required membership fees. Membership benefits include:

- Access to the Website and WERQ Content, including instructional videos and dance choreography workouts.

Memberships are provided on a month-to-month or yearly basis, the fees for which are stated elsewhere on this Website. Membership fees are subject to change, and WERQ Fitness reserves the right to establish, revise, modify and amend its billing practices, methods and fees. You may cancel your membership at any time, however, **all membership and set-up fees are non-refundable except as expressly set forth in this Agreement**. Upon cancellation, you will no longer have access to the Website or membership benefits. Taxes may apply on either or both of the subscription fee and any merchandise available for purchase on the Website.

UNLESS YOU NOTIFY US BEFORE A CHARGE THAT YOU WANT TO CANCEL OR DO NOT WANT TO AUTO RENEW, YOU UNDERSTAND YOUR SUBSCRIPTION WILL AUTOMATICALLY CONTINUE AND YOU AUTHORIZE US (WITHOUT NOTICE TO YOU, UNLESS REQUIRED BY APPLICABLE LAW) TO COLLECT THE THEN-APPLICABLE MEMBERSHIP FEE AND ANY TAXES, USING ANY CREDIT CARD OR PAYMENT METHOD WE HAVE ON RECORD FOR YOU.

You may not transfer or assign your membership or any membership benefits, including access to the Website and WERQ Content. Members are not permitted to purchase WERQ Content for the purpose of resale, rental or distribution to others. From time to time, WERQ Fitness may choose in its sole discretion to add or remove membership benefits, including certain WERQ Content.

Failure to make timely payments due hereunder is a material breach permitting WERQ Fitness to suspend your account, deny membership benefits and/or terminate this Agreement.

## **3. PROPRIETARY RIGHTS**

(a) **WERQ Content.** The “WERQ Content” consists of certain content and materials made available on the Website and licensed to you on a limited basis under the terms of this Agreement, including manuals, documentation, instructional videos, workouts, and dance choreography routines (and visual representations thereof).

(b) **WERQ Trademarks.** The “WERQ Trademarks” consist of all trademarks, service marks, trade names, trade dress, logos, designs and slogans used or licensed by WERQ Fitness with its business, and the family of WERQ trademarks, including without limitation, the marks

WERQ, WERQ Fitness, WERQaholics, WERQforce, TeamWERQ, HomeWERQ and the WERQ stylized star logo. The “WERQ Licensed Trademarks” consist of a subset of the WERQ Trademarks that are licensed to you under the terms of this Agreement.

(c) **Ownership.** As between you and WERQ Fitness, the WERQ Content, WERQ Trademarks and all other content and materials included on or comprising the Website or distributed to you in connection with the WERQ Fitness certification process (collectively, “WERQ IP”) are owned by WERQ Fitness or its licensors. All other trademarks, service marks, trade names and logos used on the Website, with or without attribution, are the property of their respective owners. You acknowledge and agree that the WERQ IP constitutes intellectual property and proprietary material that is owned or licensed by WERQ Fitness and protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws of the United States and similar laws of other jurisdictions. WERQ Fitness reserves all rights not expressly granted herein, including without limitation, all intellectual property rights or other proprietary rights, in connection with the WERQ IP. You acknowledge and agree that you shall not acquire any ownership rights whatsoever to the WERQ IP by virtue of your status as a homeWERQmember or by using or accessing the Website. You agree to abide by all copyright notices and restrictions contained on this Website and any other documentation provided by WERQ Fitness related thereto.

#### **4. ADDITIONAL RESTRICTIONS ON USE OF WERQ CONTENT AND TRADEMARKS**

The following additional terms and conditions apply to your use of the WERQ Content and Licensed Trademarks:

- You may not manufacture, create or sell (or authorize others to do the same) any items or merchandise (e.g., apparel items) bearing the WERQ IP or any derivations thereof.
- Your use of the WERQ Content and Trademarks cannot imply an affiliation with any third party, including an implied affiliation with any brand, organization or company, and/or with any individual not licensed hereunder.
- Instructional videos and other WERQ Content are provided for your personal use for the purpose of working out at home or on-the-go. WERQ Content may not be downloaded, shared, or distributed to others. You may not play the WERQ Content as part of a class or publicly perform any WERQ video, including your own classes.
- You may not film, record, stream live video, create DVDs or reproduce in any manner WERQ classes, or otherwise imitate WERQ choreography or music.
- Your membership does not include a License to teach WERQ classes privately or publicly for individuals or groups of people in-person or online.

#### **5. MERCHANDISE**

All purchases made through the Website for the sale of merchandise (e.g., WERQ Fitness branded apparel and promotional items) are governed by our Terms of Sale, which can be

found on our main customer site <https://shop.werqfitness.com/pages/terms-of-service> and which are incorporated herein by reference.

## **6. CONFIDENTIALITY**

All Confidential Information disclosed by WERQ Fitness shall remain the property of WERQ Fitness.

## **7. TERM AND TERMINATION**

WERQ Fitness may immediately terminate this Agreement and your homeWERQ membership at any time, with or without cause, by giving you written notice. Upon termination by WERQ Fitness without cause, any membership fees paid but not used will be returned to you on a prorated basis.

(a) **For Cause.** WERQ Fitness has the right to terminate this Agreement upon written notice in the event you breach this Agreement or as a result of any action or conduct by you that WERQ Fitness deems detrimental to the WERQ IP, the WERQ brand or the goodwill associated therewith. WERQ Fitness may, in its discretion, provide you with an opportunity to cure any breach prior to termination. Upon termination for cause, any fees paid to WERQ Fitness but not used will not be returned to you.

(b) **Effect of Termination.** Upon termination for any reason, you will no longer have access to the Website or any membership benefits, and any licenses granted to you under this Agreement are immediately terminated. In addition, you must immediately (i) discontinue use of the WERQ IP, including the WERQ Content, WERQ Licensed Trademarks, instructional videos, choreography and related WERQ branding elements; (ii) comply with this Agreement regarding the return to WERQ Fitness of any WERQ Content and Confidential Information; and (iii) cease any action that would cause confusion regarding your affiliation with WERQ Fitness or the WERQ IP. All rights in the WERQ IP and the goodwill associated therewith remain the exclusive property of WERQ Fitness. In no event will WERQ Fitness be liable to you or anyone else as a result of termination of this Agreement.

## **8. UNAUTHORIZED USE OF THE WEBSITE**

You agree not to (a) use the Website for any use or purpose other than as expressly permitted by this Agreement; (b) copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Website, WERQ Content or any portion thereof, except as expressly permitted in this Agreement; (c) use the Website for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for the Website; (d) remove any proprietary notices or labels in the Website; (e) use automation software, bots, hacks, mods or any unauthorized third party software designed to modify or interfere with the Website; (f) gain unauthorized access to the Website, other users' accounts, names, passwords,

personally identifiable information or other computers or website; (g) modify, disrupt, impair, alter or interfere with the use, features, functions, operation or maintenance of the Website or the rights of use and enjoyment of the Website by any other person, firm or enterprise; (h) send or transmit junk e-mail, chain letters, duplicative or unsolicited messages, surveys, contests, pyramid scheme, or so-called “spamming” and “phishing”; or (i) use the Website in any manner which violates or is inconsistent with the terms and conditions of this Agreement. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by WERQ Fitness or its licensors, except for the permissions and rights expressly granted in this Agreement.

WERQ Fitness reserves the right to refuse any user access to the Website without notice for any reason, including, but not limited to, a violation of this Agreement.

## **9. THIRD PARTY SERVICES**

The Website may provide you with links or other access to other websites, services, products or content of third parties, including the Other Platforms, as defined in Section 11 below (“Third Party Sites”). We have no control over, and do not necessarily endorse, any Third Party Site’s services, products or content. You acknowledge and agree that you access such Third Party Sites at your own risk and are wholly responsible for making your own independent judgment regarding your use or interaction with the same. We recommend that you read the terms of use and privacy policies of each Third-Party Site that you access.

## **10. USER SUBMISSIONS**

You may be able to post content in certain areas on the Website or on other websites or platforms that we own or operate, including on social media platforms such as Facebook, Instagram, Twitter and Pinterest (“Other Platforms”), subject to the terms of this Agreement, including with respect to the WERQ Content and Trademarks. You are solely responsible for any content (including, without limitation, photos, artwork, videos, text, graphics, and other information) you upload, post, display or otherwise provide to us through the Website or Other Platforms (“User Content”). We take no responsibility for, and assume no liability for, any User Content posted by you or any other party. Any User Content you post or provide, including any questions, reviews, comments and suggestions, will be treated as non-confidential and non-proprietary.

By sharing User Content with us, you grant WERQ Fitness a worldwide, royalty-free, perpetual, irrevocable and transferable right to use, copy, reproduce, perform, distribute, display, publish, sell, and create derivative works of, the User Content, and to grant and authorize sub-licensees of the foregoing. Additionally, we shall be free to use any ideas, suggestions, concepts, know-how or techniques contained in such User Content for any purpose whatsoever, including, without limitation, developing, manufacturing and marketing products and services which incorporate such User Content.

## **11. DISPARAGEMENT**

You agree not to make any unsavory remarks or comments and/or create any materials or content that WERQ Fitness determines, in its discretion, dilutes, disparages, or is detrimental to the WERQ IP, the WERQ brand or the goodwill associated therewith. You agree to promptly comply with any instructions from WERQ Fitness, including the removal, deletion or withdrawal of such remarks, content or materials.

## **12. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

WERQ Fitness makes no representations or warranties, express or implied, with respect to the Website, WERQ Content, WERQ Trademarks, or any WERQ-related products or services, including warranties of fitness, merchantability or non-infringement. Under no circumstances, or legal or equitable theory, whether in tort, contract, strict liability or otherwise, will WERQ Fitness be liable to you or any other person for any indirect, special, incidental or consequential losses or damages of any nature arising out of or in connection with this Agreement, including damages for lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or computer failure or malfunction, even if an authorized representative of WERQ Fitness has been advised of or should have known of the possibility of such damages. WERQ Fitness makes no representation that the operation of the Website will be uninterrupted or error-free. WERQ Fitness is not liable for the consequences of any interruptions or errors, although WERQ Fitness will make commercially reasonable efforts to correct errors or interruptions. In no event will WERQ Fitness be liable for any damages in excess of the membership fees paid by you to WERQ Fitness during the six-month period preceding the date on which a claim arises.

WERQ Fitness is not engaged in rendering medical, legal or other professional advice. The Website, WERQ Content and any other WERQ-related materials are educational aids and not intended to take the place of such advice. If medical advice or other expert assistance is required in connection with your WERQ classes or events, the service of a competent professional should be sought. You must ensure that you comply with all applicable laws, regulations and ordinances governing the instruction of children in the country, state and locality where you teach. You release from liability, and hold harmless WERQ Fitness (and other indemnified parties listed in Section 14) for any accident, injury, illness, death, loss, damage to person or property, or other consequences suffered by any person arising or resulting from your provision of any WERQ-related classes or services. If you are injured providing such services, you assume any financial obligations for any medical costs you may incur. WERQ Fitness assumes no responsibility for any medical expenses, injury, or damages suffered by you, or your students, in connection with the provision of WERQ-related services or otherwise.

Without limiting the forgoing, WERQ Fitness makes no representations or warranties and assumes no liability regarding the background, suitability or qualifications of who may participate in WERQ classes or other live events, whether as providers (independent contractors who serve as instructors or trainers, staff of the facility or other non-employees of WERQ Fitness present at such events) or as recipients of the WERQ Fitness's products or

services. Participants are solely responsible for making their own inquiries regarding the suitability of such individuals.

### **13. INDEMNIFICATION**

You agree to indemnify and hold harmless WERQ Fitness, its affiliated entities, directors, officers, employees, agents, contractors, principals, licensors, and suppliers (“Indemnified Parties”) from any and all losses, liabilities, damages and expenses (including attorneys’ fees and costs) as a result of any claims, demands, actions or other proceedings made or instituted by a third party arising out of (a) any criminal and/or negligent acts by you; (b) breach by you of this Agreement; (c) any action taken by WERQ Fitness to protect its intellectual property, including suspension or termination of your access to the Website; or (d) other act or omission of homeWERQ member.

### **14. GENERAL PROVISIONS**

(a) **Parties’ Relationship.** Your relationship with WERQ Fitness is that of an individual consumer of services. Nothing herein shall be construed as creating any partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties, nor shall WERQ Fitness be deemed to be acting in a fiduciary capacity with respect to you. You have no authority to make or accept any offers or representations on behalf of WERQ Fitness or to act for or bind WERQ Fitness in any manner. You must not make statements or take actions that may contradict the relationship set forth herein or confuse or mislead any person regarding the nature of the parties’ relationship.

(b) **Assignment.** You may not assign (whether by operation of law or otherwise), transfer or delegate your rights or obligations under this Agreement without the prior written consent of WERQ Fitness. WERQ Fitness reserves the right to assign this Agreement and its rights and obligations hereunder as it deems appropriate. All the terms and provisions herein will be binding upon and inure to the benefit of the parties, their successors, assigns and legal representatives.

(c) **Choice of Law and Forum Selection.** This Agreement will be subject to and interpreted in accordance with the laws of the State of Illinois as if executed and wholly to be performed therein. Jurisdiction for litigation of any dispute, controversy, or claim arising out of or in connection with this Agreement shall be exclusively in a federal or state court having subject matter jurisdiction located in Clay County, Missouri. The prevailing party in any such action is entitled to recover its attorneys’ fees and costs.

(d) **Entire Understanding and Enforceability.** This Agreement contains the entire understanding of the parties concerning the subject matter hereof, and shall not be modified except by a written instrument signed by the party to be bound. Any waiver, in whole or in part, of any provision of this Agreement will not be considered to be a waiver of any other provision. If any portion of this Agreement is held invalid or unenforceable, that portion shall be

construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties, and the remainder of the Agreement shall remain in full force and effect.

(e) **Compliance.** WERQ Fitness reserves the right to take steps it believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that the WERQ Fitness has the right, without liability to you, to disclose any registration data and/or account information to law enforcement authorities, government officials or a third party, as WERQ Fitness believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement.

## 15. **CONTACTING US**

All notices must be sent to WERQ Fitness at the following mailing or email address. If you have any questions about this Agreement or Website, please contact us at:

WERQ Fitness, LLC  
1520 Clay St, Suite C1  
Kansas City, Missouri 64116  
Email: [info@werqfitness.com](mailto:info@werqfitness.com)



## **PRIVACY POLICY – homeWERQ Member**

This Privacy Policy was last updated on March 31, 2020.

This Privacy Policy sets forth how WERQ Fitness, LLC (“WERQ Fitness,” “we,” or “us”) will collect, use and share information in connection with your use of this Website and in your activities as a homeWERQ member.

Payment of the membership fee pursuant to the homeWERQ and Membership Agreement (“Agreement”) and/or completing the click-through process required to accept this Privacy Policy shall be effective as an original signature and constitutes your acceptance to the terms hereof. You acknowledge that you have read and understand this Privacy Policy in its entirety and that this Privacy Policy may be modified at our discretion. Such changes may be effected by WERQ Fitness’s posting of a change notice or new Privacy Policy on the Website. Such modified terms are deemed incorporated herein. WERQ Fitness will make commercially reasonable efforts to notify you of all modifications prior to implementation. The enforceability of such changes is not contingent upon actual notification, provided that WERQ Fitness has posted the changes on the Website. You must monitor the Website for changes to this Privacy Policy.

If you access or login to the Website using a third party Social Networking Service (“SNS”), such as Facebook, Twitter or Google+, you may be required to also read and accept the terms of service and privacy policy of that SNS.

### **1. INFORMATION WE COLLECT**

We may collect both Personal and Non-Personal Information. Personal Information is defined as information about you that can be used to contact or identify you such as your name, e-mail address, home address, telephone number, biography and photograph. Personal Information does not include aggregate information, which is data we collect about the characteristics and activities of users of the Website, from which any Personal Information has been removed. Non-Personal Information does not identify you personally and can include age, gender and interests.

- Information About You Received From an SNS. We may allow you to access or login to the Website using a SNS, in which case you are allowing WERQ Fitness access to the Personal Information you have provided to that SNS. The information shared varies from service to service and is also controlled by the privacy settings you established at the SNS. The information we collect when you access the Website on an SNS may include: your first and last name, your user ID, the user IDs of your friends, your profile picture, your locale, city, state and country, your e-mail address, your gender and your birthdate. By using the Website through an SNS, you are authorizing WERQ Fitness to collect, store, and use in accordance with this Privacy Policy any and all information that you agreed the SNS could provide to WERQ Fitness.

- Information You Give To Us Directly On the Website. When you interact with the Website (whether or not on an SNS), we may collect, store, and use information from you directly that you voluntarily provide to us. For example, we may allow you to register with us by creating an account or profile within the Website, in which case you may be required to provide certain identifying information, such as your name, address, age, biographical information, photograph, e-mail address, a password and other information that helps us confirm that it is you accessing your account. In addition, you may voluntarily submit personal information when you, for example, make a purchase, sign up for newsletters, send us feedback, or post on our Facebook fan page.
- Information You Give To Us Directly Outside the Website. This Privacy Policy also covers information you provide to us outside the Website in connection with your activities. For example, you may be required to fill out forms and provide information to us during the WERQ certification process and other WERQ-related activities.
- Payment Information. Because we use a third-party payment service to process transactions on the Website (e.g., for membership fees and purchases of merchandise), we generally do not collect sensitive payment information, such as your credit card number. We may, however, collect and use information related to your purchases and purchase history.
- Technical Usage Information and Cookies. *Log Data and Mobile Devices.* When you use the Website, our servers may record information that your browser sends whenever you visit a website (“Log Data”). This Log Data may include information such as your computer’s Internet Protocol (“IP”) address, browser type or the webpage you were visiting before you came to the Website, pages of the websites involved in the Website that you visit, the time spent on those pages, information you search for, access times and dates, and other information. If you access the Website from a mobile or other device, we may collect a unique device identifier assigned to that device or other transactional information for that device, such as your device type and operating system. *Cookies and Local Storage.* We may also use cookies and other tracking technologies (including but not limited to browser cookies, pixels, beacons, and Adobe flash technology), which are comprised of small bits of data that often include an anonymous unique identifier. Websites send this data to your browser when you first request a web page and then store the data on your computer so the website can access information when you make subsequent requests for pages from that Website. These technologies may be used to collect and store information about your usage of Website, such as pages you have visited and search queries you have run. Information contained in a cookie may also be linked to your Personal Information for purposes such as improving the quality of the Website and making the Website easier to use. You can disable cookies at any time, although, if you do so, you may not be able to access or use the Website or certain of its features.

- Customer Support Information. When you ask for assistance with the Website, we will collect and store the contact information you provide (generally your name and e-mail address), information about your activity on the Website, and your user ID number, if applicable. We will also store and use the correspondence and any information contained within.

## **2. HOW WE USE AND SHARE YOUR INFORMATION**

WERQ Fitness does not share your Personal Information with third parties except as approved by you or as described below.

- To Provide and Manage the Website. We use the information we collect from and about users to provide the Website and features to you, including to analyze and improve those services and features; to personalize your experience by delivering relevant content, advertising, and marketing messages; to process payments and orders; to allow you to comment on the Website; and to provide you with customer support and respond to inquiries. We may combine Personal Information with Non-Personal Information and use this combination in an effort to improve your experience or to aggregate it with information collected from other users to improve or analyze our Website. This privacy policy in no way limits or restricts our collection of aggregate information or of Non-Personal Information.
- To Allow Third-Parties to Assist Us In Providing and Managing the Website. We may make your non-public Personal Information available to certain third party service providers, such as contractors, agents, or sponsors, who help us manage or provide the Website by, for example: developing or supporting products and features; conducting e-mail marketing on our behalf; managing newsletters; web-hosting; processing payments; administering message boards; fulfilling orders; or processing data and statistics. These outside service providers are required to protect non-public Personal Information entrusted to them and not use it for any other purpose than the specific services they are providing to WERQ Fitness.
- To Contact You. We are committed to providing you with the best possible user experience and, therefore, one of the key uses of your Personal Information is to communicate with you. We may periodically contact you in connection with customer support inquiries and to alert you as to the status of your account. We may also contact you by e-mail for research purposes so that we can continually improve and update the Website based on your input. We may also send promotional e-mail directly or in partnership with parties other than WERQ Fitness to provide you with special offers and other services. If you want to stop receiving promotional materials from WERQ Fitness or its partners, follow the unsubscribe instructions at the bottom of each party's e-mail. There are certain service notification e-mails that you may not opt-out of as long as you are registered with the Website, such as notifications of changes to the Website or policies.

- To Deliver Relevant Advertising. We may use the information you provide to us, and information we collect about your use of the Website through cookies and other technologies, to assist us in delivering you relevant ads when you use the Website. We may work with third party advertising networks and advertisers who help deliver these ads to you. We do not share your non-public Personal Information with these third parties, but we may share anonymized or aggregated information with them to improve the relevancy of the ads you see on the Website. As noted above, these third party advertising networks and advertisers may also use cookies and similar technologies to collect and track Non-Personal Information such as demographic information, aggregated information, and Internet activity to assist them in delivering advertising that is more relevant to your interests.
- Legal Matters; Safety. We may, without your consent, access and disclose your information, any communications sent or received by you, and any other information that we may have about you as may be permitted or required by law (including, but not limited to, court order or subpoena), or to prevent or investigate suspected fraud, violations of our Agreement or this Privacy Policy, or activity that appears to us to be illegal or may expose us to legal liability.
- Sale or Transfer of Assets. If WERQ Fitness sells all or part of its business or makes a sale or transfer of its assets or is otherwise involved in a merger or transfer of all or a material part of its business, WERQ Fitness may transfer your Personal Information to the party or parties involved in the transaction as part of that transaction.

### **3. POLICY REGARDING CHILDREN**

The Website is not intended for children under the age of 13, and we do not knowingly collect Personal Information from children under 13 years of age. In the event that we learn that we have inadvertently gathered personal information from children under the age of 14, we will take reasonable measures to promptly erase such information from our records.

### **4. USER CONTROL AND RETENTION OF DATA**

To the extent the Website allows you to create an account with us directly (not through an SNS), you may access and change your account information by visiting your account page and making the desired changes. To manage the information we receive about you from an SNS, you will need to follow the instructions at that service for updating your information and changing your privacy settings. Once we receive your information from an SNS, that information may be stored and used by us in accordance with this Privacy Policy.

We may retain information collected from you, including Personal Information, for a reasonable period of time after you have ceased using the Website or removed your account, for the purpose of providing and improving the Website, for analytical and recordkeeping purposes and integrity, as well as to prevent fraud, resolve disputes, enforce the Agreement or other policies, take actions we deem necessary due to technical and legal requirements and

constraints related to the security, integrity and operation of the Website. In addition, if certain information has already been provided to third parties as described in this Privacy Policy, retention of that information will be subject to those third parties' policies.

## **5. THIRD PARTIES**

The Website may contain links to or from the websites of companies other than WERQ Fitness. We are not responsible for the privacy practices or the content of such websites. If you have any questions about how these other websites use your information, you should review their policies and contact them directly.

## **6. CALIFORNIA PRIVACY RIGHTS**

Under California law, California residents who have an established business relationship with us may choose to opt out of the disclosure of Personal Information about them to third parties for such third parties' direct marketing purposes. Our policy is not to disclose Personal Information collected online to a third party for direct marketing purposes without your approval. If you choose to opt-out at any time after granting approval, please send an e-mail WERQ Fitness using the contact information below.

## **7. CONTACTING US**

If you have any questions about this Privacy Policy, please contact us at:

WERQ Fitness, LLC  
1520 Clay St, Suite C1  
Kansas City, Missouri 64116  
Email: [info@werqfitness.com](mailto:info@werqfitness.com)