

SteadFit™ Terms and Conditions

Last updated on April 18, 2023

By accessing or using the SteadFit Program, you agree that you have read, understand, and accept the following Terms and Conditions ("Terms"), which create a legally binding agreement between you and SteadFit regarding the Program and may be modified from time to time without prior notice. Any reference in these Terms to "we" "us" or "our" is to PFT Employee Benefits Solutions, Inc. (d/b/a SteadFit) ("SteadFit") and "you" and "your" refer to you as an Eligible Participant and/or Member.

Certain other applications may be offered through SteadFit, including FitReserve, and are governed by their own separate agreements and terms. If you do not agree to these Terms, do not use the Program and, if applicable, delete the Application from your Device.

Definitions

- "Affiliates" means any client branch, division, subsidiary, or parent of, or entity sharing common ownership with, SteadFit and/or SteadFit's present and former officers, directors, shareholders, trustees, employees, agents, representatives, contractors, and the successors and assigns, whether in their individual or official capacities.
- "Application" means SteadFit's website or platform and any subdomains and the digital products and services, Content, features, functionality, and information available and offered on the website and/or any mobile application we may offer through our platform on web and mobile and downloaded by you on any Device.
- "Content" means the features and functionality of the Application, including, without limitation, all information, text, artwork, designs, graphics, software, page headers, logos, button icons, images, audio clips, video clips, digital downloads, prices, product descriptions, data compilations, scripts, trade names, service names, trade dress, and the design, selection, and arrangement thereof that can be posted, uploaded, linked to or otherwise made available by you, regardless of the form of that content.
- "Device" means any device that can access the Program such as a computer, a cell phone, or a digital tablet.
- "Eligible Participant" means any individual for whom Membership Fees have been paid.
- "Feedback" means feedback, innovations or suggestions sent by you regarding the attributes, performance or features of the Program.
- "Member" means an Eligible Participant who has registered for the Program.
- "Membership Fees" means the fees paid by a Sponsoring Organization for an individual to be eligible to access SteadFit.

- "Program" means the combination of "Application" and "Service".
- "Service" means the non-digital features of the Program such as in-person events, group or individual fitness classes, and health or nutrition coaching.
- "Sponsoring Organization" means an entity that has paid for an eligible participant to participate in SteadFit.

Assumption of Risk and Health Disclaimers

Recommendations and guidance provided in the Program are intended for individuals without medical contraindications to exercise. Some of the activities SteadFit offers include workouts, exercises, yoga classes, or other types of physical and health training. You acknowledge that participation in such activities through the Program requires physical exertion and accept full responsibility for such participation. You acknowledge that SteadFit has no control over the location of the fitness classes, and other activities (including the location you choose when participating in digital classes), and that the location of participation in such fitness classes and workouts involves additional risks, including, without limitation, those caused by facilities, equipment, temperature, environment, lack of hydration, and actions of other people.

Before taking part in the Program, you should always consult with a physician before you begin any exercise activity or program to know what activities and wellness behaviors are appropriate for you. Any exercise activity involves a risk of injury, and you agree you fully accept all risk and responsibility involved in engaging with the Program.

SteadFit is not a health plan nor health insurance company. We are not a health care provider and we do not provide medical advice. We do not offer health care services nor any medical treatment or diagnosis through our Programs. None of the information provided in the Program or our products is intended to be a substitute for professional medical advice. If you have any question at all about a medical condition, medicine, or prescription, contact your physician or health care provider.

Waiver and Release

On behalf of yourself and your personal representatives, heirs, executors, administrators, assigns, next of kin and estate, to the fullest extent permitted by law, you hereby release, waive, relinquish, discharge and covenant not to sue SteadFit, SteadFit's vendors and contractors, and any of their respective Affiliates ("Releasees") from any and all liability, claims, including claims for punitive or liquidated damages, claims for attorney's fees, costs and disbursements, individual or class action claims, demands, actions, suits, causes of action and/or liabilities, of whatever kind or nature, in law, equity or otherwise, related to or arising, directly or indirectly, from use of the Program.

Releasees assume no responsibility for any liability, damage or injury that may be caused by your negligent and willful acts and omissions related to or arising from use of the Program.

Releasees disclaim all liability for any injury, sickness or death suffered by you in connection with use of the Program, and you waive and release any and all claims you may have against the Releasees in connection therewith. You agree that the Releasees are not liable for any special, indirect, incidental, punitive, or consequential damages arising out of, relating to, or resulting from your use of the Program. To the extent any of the foregoing waivers, disclaimers, releases, or limitations are limited by applicable law or otherwise not enforceable, you agree that the Releasees' total liability arising out of, relating to, or resulting from the Program will not exceed 100 USD. The foregoing limitations will apply whether such damages arise out of breach of contract, tort (including negligence), or otherwise and regardless of whether such damages were foreseeable or whether SteadFit was advised of the possibility of such damages. Some jurisdictions do not allow certain limitations of liability so some or all the above limitations of liability may not apply to you and will be automatically modified to the minimum extent possible to comply with the laws and regulations of the applicable jurisdiction. You agree that the provisions of this section will survive any termination of your Program account, the Program itself, or these Terms.

Any disputes between you and the Releasees with respect to the Program will be subject to binding arbitration on an individual basis, and you waive your right to trial by jury and to participate as a plaintiff or class member in any purported class action or representative proceeding.

Scope and Authority of Use

Participation in the Program is strictly voluntary, and you may discontinue participation at any time.

By using the Program, you warrant that you: (i) are 18 years of age or older and have the authority to enter into these Terms, (ii) have the proper authority to use the Program on behalf of yourself, any organization you represent, and/or any other person or entity you represent; and (iii) will not access, use or disclose, or permit or enable others to access, use or disclose, any information obtained from the Program in any manner that may be unauthorized, unlawful, or beyond the specific purpose for which such information is made available.

To access the Program, we require all Members to login with their user ID, password, or other information intended to authenticate the identity or authority of the Member based on the registration information we have on file. We strongly suggest that you maintain the user login information in strict confidence. You are responsible for all actions on the Program by you and under your password or account and for taking all reasonable steps to ensure that no unauthorized person shall have access to your password or account. If you believe that the confidentiality of your login information may have been compromised in any way, you agree to immediately reset your password.

We reserve the right, at our sole discretion, to modify or replace these Terms at any time without prior notification. The modified Terms will be available on the Program once changes are in effect and the revision date will be posted. By continuing to access or use the Program after those revisions become effective, you agree to be bound by the revised Terms. If you do not

agree to the new Terms, in whole or in part, please stop using the Program.

Privacy / Collection and Use of Your Information

Your access to and use of the Program is conditioned on your acceptance of and compliance with SteadFit's [Privacy Policy](#) which describes SteadFit's policies and procedures on the collection, use and disclosure of your personal information when you use the Program and tells you about your privacy rights and how the law protects you. Please read SteadFit's Privacy Policy carefully before using the Program. By downloading, installing, using, and providing information to or through the Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

You acknowledge that when you download, install, or use the Application, SteadFit may use automatic means (including, for example, cookies and web beacons) to collect information about your Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality, and the Application may provide you with opportunities to share information about yourself with others.

Payment

You or the Sponsoring Organization may be required to pay fees for access to certain products or services in the Program ("Fees") as set forth on our website. Fees will be inclusive of applicable taxes where required by law. Fees paid by you are final and non-refundable, unless otherwise determined by SteadFit. We reserve the right to establish, remove and/or revise Fees for any or all aspects of the Program at any time in our sole discretion, by posting or otherwise delivering notice to you. SteadFit may from time to time provide certain users with promotional offers and discounts that may result in different Fees for the same or similar Program, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Program or the Fees applied to you.

Warranties Disclaimer

The Program is for informational and educational purposes only and does not constitute medical advice. While we make reasonable efforts to include information that is accurate and up to date, the Program is provided to you "as is" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, SteadFit expressly disclaims all warranties, whether express, implied, statutory, or otherwise, with respect to the Program, including all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage, or trade practice.

Without limitation to the foregoing and to the fullest extent permitted by the laws of each state or jurisdiction, SteadFit makes no warranty or undertaking, and makes no representation of any kind that the Program will meet your requirements, achieve any intended results, be compatible, or work with any other software, applications, systems, or services, operate without interruption, meet any performance or reliability standards or be error-free, or that any errors or defects can or will be corrected. The Application may be temporarily unavailable from time to

time for maintenance or other reasons.

Facilities and Links to other Websites

SteadFit does not qualify, endorse, investigate, or approve any facilities listed on the Service and Application. You are solely responsible for ensuring that any such facilities you use or from whom you purchase materials, such as workout materials, or services are qualified or meet your needs. In no event will SteadFit be responsible or liable for any locations, materials or services provided by such facilities or for their failure to provide any such locations, materials, or services. By using the Service and Application, you expressly relieve SteadFit from any and all liability arising from or in connection with your use of any facility.

The Application may contain hyperlinks to third party websites or services that are not owned or under the control of SteadFit. SteadFit is not responsible for any content, privacy policies, terms of use, products, or practices in any advertisement or hyperlink on the Application or for any content in any hyperlinked website. If you access a third-party website from the Application, then you do so at your own risk.

SteadFit provides hyperlinks only as a convenience and a hyperlink to a third-party website does not imply that SteadFit endorses, warrants, or makes any representations regarding the content on or the business of the hyperlinked website. You are solely responsible for determining the integrity and reliability of the information in the advertisement or hyperlink on the Application as well as the information on the hyperlinked website. Your use of third-party websites may be governed by such third-party terms of use and policies. We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit. SteadFit is not liable or responsible for your use of any third-party website or its content.

Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms, which may be done at our sole discretion. Upon termination, your right to use the Program will cease immediately, all rights granted to you under these Terms will also terminate, and you must cease all use of the Program and delete all copies of the Application from your Device. If you wish to terminate your account, you may simply discontinue using the Program. All provisions of these Terms, which, by their nature survive, shall survive any termination; and will not limit any of SteadFit's rights or remedies at law or in equity.

Indemnification

You agree to indemnify, defend, and hold harmless SteadFit and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, made by any third party due to or arising from or relating to your use or misuse of the Program or your breach of these Terms, including, without limitation, the content you submit or make

available through this Program.

Ownership of the Application

The Application and the Content are the property of SteadFit and are protected by applicable intellectual property laws. The Content is licensed, not sold, to you. You may utilize the Content only as permitted by these Terms. You may not, and will not permit any other party to: (1) modify, adapt, alter, translate or create derivative works of the Content; (2) use or merge the Content, or any component or element thereof, with other software, databases or services not provided by SteadFit; (3) sublicense, distribute, sell or otherwise transfer the Content to any third party; (4) use the Content as a service bureau, or lease, rent or loan the Content to any third party; (5) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code or structure of the Content; (6) interfere in any manner with the operation of the Content; (7) circumvent, or attempt to circumvent, any electronic protection measures in place to regulate or control access to the Content; (8) create a database by downloading and storing the Content; (9) use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way gather the Content or reproduce or circumvent the navigational structure or presentation of the Content without our express prior written consent; or (10) use the Content for any commercial purposes. You agree not to develop, distribute, or sell any software or other functionality capable of launching, being launched from or otherwise integrated with the Content. You may not remove, alter, or obscure any copyright notice or any other proprietary notice that appears on or in the Content.

The SteadFit name and logo, and all other trademarks, service marks, trade names, logos, domain names, URLs, and icons ("Marks") appearing on the Application, registered or not, are the property of SteadFit or their respective owners. Nothing in the Application grants you any right or license to use any of the Marks in the Program without the express written permission of SteadFit or the third-party owner(s) of the Marks. Unauthorized use may violate trademark and other laws.

Your Feedback to Us

You assign all rights, title and interest in any Feedback, comments, suggestions, ideas, emails, or other submissions ("Submissions") disclosed or submitted to SteadFit regarding the Program. If for any reason such assignment is ineffective, you agree to grant the SteadFit a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Submissions without restriction and in any manner SteadFit may desire, including, without limitation, to make, have made, use, sell, offer to sell, import, reproduce, modify, distribute, publicly display such Submissions, in any and all forms and media now known, without compensation to you and without identifying you as the creator. You agree that the provisions in this section will survive any termination of your account(s), the Program, or these Terms.

Governing Law

Except to the extent preempted by federal law, the applicable laws of the State of Illinois will govern the interpretation, validity, and effect of all provisions of these Terms, without giving

effect to any principles of conflicts of law.

United States Legal Compliance

You represent and warrant that you: (i) are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) are not listed on any United States government list of prohibited or restricted parties.

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Contact Us

If you have any questions about these Terms, you can contact us by emailing Support@steadfit.com.

SteadFit
400 North Field Drive
Lake Forest, IL 60045