

No Bounds Wellness, LLC

Membership Agreement

PLEASE READ THIS MEMBERSHIP AGREEMENT CAREFULLY. BY PURCHASING A MEMBERSHIP, YOU AGREE TO BE BOUND BY THE MEMBERSHIP AGREEMENT BELOW. THESE TERMS AND CONDITIONS OF MEMBERSHIP ARE SUBJECT TO CHANGE, FROM TIME TO TIME IN OUR SOLE DISCRETION. WE WILL NOTIFY YOU OF AMENDMENTS TO THESE TERMS AND CONDITIONS BY POSTING THEM TO THE WEBSITE AND THE NO BOUNDS WELLNESS GROUP PRIVATE FACEBOOK PAGE. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT JOIN THE NO BOUNDS WELLNESS MEMBERSHIP.

1. Introduction

- a. Welcome to No Bounds Wellness! We are so excited to have you join us. The purpose of this group is to help you reach your health goals.

2. Scope of Agreement

- a. Unless we indicate otherwise, this Membership Agreement (“Agreement”) applies to your use of a membership by using www.noboundswellnessco.com (“Website”), the No Bounds Wellness Private Facebook group (“Private Facebook Group”) owned and operated by No Bounds Wellness, LLC (“NBW”, “We”, “Us”, or “Our”), the Our Fitness App and any other website and/or mobile app that we may own or operate currently or in the future and all of the coaching and/or programs, content, nutrition guidance, products and/or services that We may offer currently or in the future. For purposes of this Agreement, “You” or “Member(s)” or “Your” or “Client” or “Customer” or similar terms refer to You the User of Our Services and goods that We offer now or in the future. The coaching, content, nutrition guidance, programs, and all other products and/or services offered by NBW currently and in the future in any combination (part, whole, or any combination) as applicable are herein collectively referred to as “Services”.

3. Expectations and Requirements

- a. As a Member, You are ultimately responsible for Your own achievements.
- b. There is no guarantee that this program will make You lose weight or gain muscle, We can only provide You with the exercises and nutritional advice to put You on the path to fitness. You understand that You can only get out of this program what You put into it.
- c. All members must be 18 years of age or older in order to be a Member of No Bounds Wellness.
- d. In order to access NBW Materials and Services, You will be required to provide certain information about Yourself (such as identification, contact details, etc.) as part of the registration process, or as part of Your ability to use the Materials. You agree that any information You provide will always be accurate, correct, and up to date.
- e. You are responsible for maintaining the confidentiality of any login information associated with any account You use to access NBW Materials. Accordingly, You are responsible for all activities that occur under Your account.
- f. Accessing (or attempting to access) any NBW Services by any means other than through the means provided, its strictly prohibited. You specifically agree not to access (or attempt to access) any NBW Services through any automated, unethical, or unconventional means.

4. Facebook Group Specific Rules and Policies

- a. There will be no unauthorized or unsolicited advertising, including zero paid product marketing or marketing of any kind.
 - i. This applies to no selling of supplements, goods or services within the group.
- b. There will be no sharing of other member’s photos or information without approval from that member.
- c. NBW has the sole ability to determine what is considered Inappropriate Behavior.
 - i. Member shall not upload, post, email, or otherwise transmit any postings or other material that are unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically, or otherwise objectionable (“Inappropriate Behavior”)(in Our sole discretion);
 - ii. NBW has the right in Our sole discretion to remove any content that, We feel in Our judgment does not comply with this Agreement, along with any content that We feel is otherwise offensive, harmful, objectionable, inaccurate, or violates any 3rd party copyrights or trademarks. NBW is not responsible for any delay or failure in removing such content. If You post content that is removed, You hereby consent to such removal, and consent to waive any claim against Us.
 - iii. Inappropriate Behavior will result in immediate removal from the group with no refund and Member may not be eligible to return to NBW.

5. Membership Renewal, Removal and Refunds

- a. Joining NBW is allowed at any time of the month.
 - i. The billing cycle is determined by the Membership Subscription (“Subscription”) selected. Members must create member account (“Account”) to subscribe to NBW. Subscriptions are automatically recurring. Subscriptions are monthly or annually.
 - ii. Subscriptions will be automatically renewed using the payment method chosen using the Account on the Website.
 - iii. Members can cancel their membership at any time using the Website.
 - iv. Members will not be refunded for any dollar amount of their Subscription that is “unused”.
 - v. If Member’s recurring payment method fails, for any reason, Member has 5 days from the cancellation notification email to re-subscribe using a new payment method. If Member fails to re-subscribe within the 5 day period, Member’s access to the Private Facebook Group and Fitness App will be removed until updated with new payment method.

6. Health and Safety

- a. Physician Approval
 - i. It is recommended that all members acquire clearance from their personal physician before beginning this wellness program.
 - ii. In the event You are pregnant, You will not participate in any of NBW’s workouts until You have discussed the potential risks to both You and Your unborn child with Your obstetrician. You agree that You will follow Your obstetrician’s recommendations and on behalf of yourself, Your heir, spouse or other interested party hold harmless NBW for any possible injury to yourself or Your unborn child.
- b. No Medical Care
 - i. The Services are intended only to assist Members with their efforts to lose and manage weight, live a healthy lifestyle, and achieve lifestyle related goals through making lifestyle related choices and lifestyle change. The Services are not health care services. NBW and NBW coaches and staff do not give medical advice or diagnoses. No information provided in the context of providing Services may be construed as medical advice or diagnoses. Additionally, the information and reports generated by NBW in providing the Services may not be interpreted as a substitute for physician consultation, evaluation, or treatment. You, the Member, acknowledges that NBW has advised You to seek the advice of a physician before entering into the Agreement.
- c. Waiver
 - i. In consideration of using the Services, You, Your heirs, personal representatives or assigns, (herein referred to as “You” and “Your”) do hereby release, waive, discharge, and covenant not to sue NBW, and/or their owners, members, directors, officers, employees, agents and representatives from liability from any and all claims including the negligence of NBW resulting in personal injury, humilium, accidents or illness (including death), property damage, and financial loss arising from, but not limited to, participation in Services, activities, training sessions, observation, workout videos, use of fitness equipment, and suggested health and fitness products and recipes.
- d. Assumption of Risk
 - i. Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. NBW provides Services typically including free weights, body weight, bands and cardio. It can involve strenuous exertions of the cardiovascular system and muscular strength using various muscle groups. Additionally, You fully understand that at any time during the physical activity, We may give instructions and suggestions on correct form and how to improve Your technique. If You wish not to adhere to these suggestions, You will inform Us or will not take part in the services provided by NBW. You will never excessively force or strain during exercise and will consult a physician immediately upon experiencing any pain or discomfort. You have read the Assumption of Risk section and You know, understand, and appreciate these and other risks that are inherent in the activities, Services and suggestions made possible by NBW and hereby assert that Your participation is voluntary and that You knowingly assume all such risks.
- e. Indemnification
 - i. Member recognizes that there are hazards and risks, therefore Member agrees to indemnify NBW, its owners, members, directors, officers, employees, agents and representatives against any loss, damage, or expense incurred by reason of any claim or liability based upon personal injury (including death) or property damage arising as a result of, or in connection with, participating in NBW.
- f. Notification of Health Concerns
 - i. By participating in NBW Services, Member warrants and represents that they have no disability, impairment, or ailment preventing Member from engaging in active or passive exercise, or that will be

detrimental or adverse to such Member's health, safety, or physical condition of Member does so engage or participate.

7. Your Use of the Services

- a. Unless otherwise specified, We grant You a non-exclusive, non-transferable, limited right to access, use of Our Services and the material provided hereon, and the program that You subscribed to, for Your personal, noncommercial use, for the duration of Your membership only, provided that You comply fully with the provisions of this Agreement. You agree not to assign, transfer or sublicense Your rights as a registered User of, or subscriber to, Our Services.
- b. You understand fully that only You may use Your User Account and password and that Your Subscription to Our Services is only valid for Your personal, noncommercial use and may not be shared with others. You agree to be financially responsible for all usage or activity of Our Services subscribed to by You.
- c. In Our sole discretion and without prior notice or liability, We may discontinue, modify or alter any aspect of the Services, including, but not limited to, (i) restricting the time the Services are available, (ii) restricting the amount of use permitted, and (iii) restricting or terminating any User's rights to use the Services. You agree that any termination or cancellation of Your access to, or use of, the Services may be affected without prior notice. If You do not abide by the terms of this Agreement, except as We may otherwise provide from time to time, You agree that We may immediately deactivate or delete Your User Account and all related information and/or files in Your User account and bar any further access to such information, files and Services.
- d. You acknowledge that Your only right with respect to any dissatisfaction with any modification or discontinuation of Service made by Us pursuant to this provision or this Agreement, or any policies or practices by Us in providing Our Services including, without limitation, any change in content or any change in the amount or type of fees or charges associated with the Services, is to cancel or terminate Your Subscription or registered user account, as applicable.

8. Restrictions on Your Use of Materials

- a. You acknowledge that Our Website and Private Facebook Page contains information, software, photos, videos, text, graphics, music, sounds, questions, creative suggestions, messages, comments, feedback, ideas, recipes, notes, drawings, articles and other materials (collectively, "Content") that are protected by copyrights, patents, trademarks, trade secrets and/or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All trademarks and trade names appearing on Our Website are trademarks and trade names of their respective owners. Our commercial partners, suppliers, advertisers, sponsors, licensors, contractors, and other third parties may also have additional proprietary rights in the Content which they make available on Our Website. You may not modify, publish, transmit, distribute, perform, participate in the transfer or sale, create derivative works of, or in any way exploit, any of the Content, in whole or in part. When Content is downloaded to Your computer or mobile phone or other electronic device, You do not obtain any ownership interest in such Content. Modification of the Content or use of the Content for any other purpose, including, but not limited to, use of any Content in printed form or on any other website or networked computer environment is strictly prohibited unless You receive Our prior written consent.
 - i. No copying or saving NBW workouts under any circumstances.
 - ii. No copying NBW workouts, nutrition guidance, or recipes to another program, class, business, or group that Member teaches, participates in, runs, or owns.
 - iii. No selling or sharing NBW workouts, nutrition guidance, or recipes to another person or entity.
 - iv. No advertising or marketing other fitness groups, products, or instructors, within the NBW group, without prior approval by NBW.
- b. No sharing the workouts, nutrition guidelines, or recipes, under any circumstances, with anyone that is not a Member, other than spouse/significant other or children living in Your home under 18 years of age.
 - i. Any child living in the home 18 years or older must have their own NBW membership.
 - ii. Any spouse or child participating in NBW with a paying Member is also bound by the Terms and Conditions of the Agreement and shall be subject to the same requirements and restrictions as the paying Member.
 - iii. Any spouse or child participating in NBW with a paying Member shall respect the privacy of other NBW Members to the same as extent as required of the paying Member.
 - iv. Paying Member shall be responsible for any infractions or issues caused by the spouse/significant other or child, including but not limited to, removal from NBW without a refund and legal proceedings.
- c. Non-Disclosure
 - i. MEMBER SHALL NOT USE FOR MEMBER'S PERSONAL BENEFIT, OR DISCLOSE, COMMUNICATE OR DIVULGE TO, OR USE FOR THE DIRECT OR INDIRECT BENEFIT OF ANY PERSON, FIRM, ASSOCIATION OR COMPANY OTHER THAN NBW, ANY "CONFIDENTIAL INFORMATION", WHICH TERM SHALL MEAN ANY INFORMATION REGARDING THE

BUSINESS METHODS, POLICIES, PROCEDURES, TECHNIQUES, TRADE SECRETS, OR OTHER KNOWLEDGE OR PROCESSES OF, OR DEVELOPED BY, NBW OR ANY OTHER CONFIDENTIAL INFORMATION RELATING TO OR DEALING WITH THE BUSINESS OPERATIONS OF NBW, MADE KNOWN TO MEMBER OR LEARNED OR ACQUIRED BY MEMBER WHILE USING THE SERVICES OF NBW, BUT CONFIDENTIAL INFORMATION SHALL NOT INCLUDE INFORMATION OTHERWISE LAWFULLY KNOWN GENERALLY BY OR READILY ACCESSIBLE TO THE GENERAL PUBLIC. THE FOREGOING PROVISIONS OF THIS SUBSECTION SHALL APPLY THROUGHOUT THE DURATION OF THIS AGREEMENT, AND FOR A PERIOD OF THREE (3) YEARS AFTER LEAVING NBW AND SHALL BE IN ADDITION TO (AND NOT A LIMITATION OF) ANY LEGALLY APPLICABLE PROTECTIONS OF NBW INTEREST IN CONFIDENTIAL INFORMATION, TRADE SECRETS, AND THE LIKE.

d. Non-Compete

i. THE MEMBER WARRANTS AND GUARANTEES THAT THROUGHOUT THE DURATION OF THIS AGREEMENT, AND FOR A PERIOD OF TWO (2) YEARS AFTER LEAVING NBW, THE MEMBER SHALL NOT, IN ANY MANNER, REPRESENT, PROVIDE SERVICES, OR ENGAGE IN ANY ASPECTS OF BUSINESS THAT WOULD BE DEEMED SIMILAR IN NATURE TO THE BUSINESS OF NO BOUNDS WELLNESS, LLC, NOR SHALL THE MEMBER SOLICIT ANY CLIENT OR CUSTOMER FOR THE BENEFIT OF HIMSELF/HERSELF OR A THIRD PARTY THAT IS OR MAY BE ENGAGED IN A SIMILAR BUSINESS.

di. Blue Pencil Doctrine

i. If the duration of, the scope of, or any business activity covered by any provision of this Section 8 is in excess of what is determined to be valid and enforceable under applicable law, such provision shall be construed to cover only that duration, scope or activity that is determined to be valid and enforceable. Executive hereby acknowledges that this Section 8 shall be given the construction that renders its provisions valid and enforceable to the maximum extent, not exceeding its express terms, possible under applicable law.

9. Billing Policy

dii. Recurring Memberships

i. Monthly Subscription

1. Monthly subscriptions will renew each month on the same day of original purchase.

ii. Annual Subscription

1. Annual subscriptions will renew every twelve months on the same day of the original purchase

diii. Members are responsible for managing membership through their Account on the Website.

10. Cancellation Policy

- a. Member is responsible for cancelling membership through their Account on the Website.
- b. Member may cancel their membership at any time.
- c. No refunds will be given to Members.
- d. Member must cancel membership prior to their next billing cycle to prevent further charges.

11. Sales Policy

- a. By placing an order with NBW, You warrant that You are at least 18 years old (or have parents' permission to buy from Us), and accept these Terms and Conditions, which shall apply to all orders placed. None of these Terms and Conditions affect Your statutory rights.
- b. Each PDF download and online content sold is licensed to a single user only. Customers are not allowed to copy, distribute, share and/or transfer the product(s) they purchased to any third party or person.

12. No Transfer of Intellectual Property

- a. NBW Services, Content, and materials are copyrighted and original materials that have been provided to Member, are for Member's individual use only and a single-user license. Member is not authorized to use any of NBW's intellectual property for Member's personal, competition, or business purposes. All intellectual property, including NBW copyrighted program and/or content materials, shall remain the sole property of NBW. No license to sell or distribute NBW materials is granted or implied. By becoming a member of NBW, Member agrees (i) not to infringe any copyright, patent, trademark, trade secret, or other intellectual property rights, (ii) that any Confidential

Information shared by NBW is confidential and proprietary, and belongs solely and exclusively to NBW, and (iii) Member agrees not to disclose such information to any other person or use it in any manner other than in discussion with NBW. Further, by making this purchase, Member agrees that if Member violates, or displays any likelihood of violating, any of Member's agreements contained in this paragraph, NBW will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations.

14. Limitation of Warranties

- a. NBW does not represent or warrant that every daily workout will be new, "new" meaning unseen by any members at any time. From time to time, as the need arises, NBW may reuse a previously recorded workout as the daily posted workout and the length of reusing previous videos will vary depending on the severity and length of the situation causing the need for reusing videos. Situations such as trainer pregnancy, trainer injury or health related concerns, technology issues, natural disasters, governmental actions, power failures, or any other issues may require NBW to reuse a video that was released on a previous date.
- b. By using the NBW Website, Private Facebook Group or Fitness App, You understand and agree that all Materials and Content We provide are "as is" and "as available". This means We do not represent or warrant to You that:
 - i. the use of Our Materials and Content will meet Your needs or requirements,
 - ii. the use of Our Materials and Content will be uninterrupted, timely, secure, or free from errors,
 - iii. the information obtained by using Our Materials and Content will be accurate or reliable, and
 - iv. any defects in the operation or functionality of any Materials and Content We provide will be repaired or corrected
- c. You understand and agree that:
 - i. Any Content downloaded or otherwise obtained through the use of Our Materials and Content is done at Your own discretion and risk, and that You are solely responsible for any damage to Your computer, phone, tablet, or other electronic devices for any loss of data that may result from the download of such content.
 - ii. No information or advice, whether expressed, implied, oral, or written, obtained by You from NBW or through any Materials We provide shall create any warranty, guarantee, or conditions of any kind, except for those expressly outlined in the Agreement.
- d. THE PRODUCTS, SERVICES, OFFERINGS, CONTENT AND MATERIALS (INCLUDING, WITHOUT LIMITATION, THE COACHING) ON OUR WEBSITE AND PRIVATE FACEBOOK PAGE AND ANY OTHER PLATFORM ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY OR NON-INFRINGEMENT.

15. Limitation of Liability

- a. IN CONJUNCTION WITH THE LIMITATION OF WARRANTIES, AS EXPLAINED ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT ANY CLAIM AGAINST US SHALL BE LIMITED TO THE AMOUNT YOU PAID, IF ANY, FOR USE OF PRODUCTS AND SERVICES. NBW WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY LOSS OR DAMAGES WHICH MAY BE INCURRED BY YOU AS A RESULT OF USING OUR SERVICES. OR AS A RESULT OF ANY CHANGES, DATA LOSS OR CORRUPTION, CANCELLATION, LOSS OF ACCESS OR DOWNTIME, TO THE FULL EXTENT THAT APPLICABLE LIMITATION OF LIABILITY LAWS APPLY.

16. Indemnification

- a. You agree to indemnify, hold harmless and, at Our option, defend Us and Our affiliates, and Our and their officers, members, directors, employees, stockholders, agents and representatives from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorney's fees and expenses) arising from Your improper use of Our Website, Private Facebook Group, Our products, offerings, Services or Content (including, without limitation, the coaching), Your violation of this Agreement, or Your infringement, or the infringement or use by any other User of Your account, of any intellectual property or other right of any person or entity. We reserve the right to take over the exclusive defense of any claim for which We are entitled to indemnification under this User Agreement. In such event, You shall provide Us with such cooperation as is reasonably requested by Us.

17. Privacy

- a. We respect Your privacy and are committed to protecting it. Our Privacy Policy governs the processing of all personal data collected from You in connection with Your purchase of products or Services through the Website.

18. Copyrights/Trademarks

- a. All Materials and Services available at www.noboundswellnessco.com and in the Private Facebook Group, including but not limited to, text, graphics, Website name, code, images and logos are the intellectual property of NBW, and are protected by applicable copyright and trademark law. Any inappropriate use, including but not limited to, the reproduction, distribution, display or transmission of any content on the Website or Private Facebook Group is strictly prohibited, unless specifically authorized by NBW.

19. Governing Law

- a. www.noboundswellnessco.com is controlled by NBW from Our offices located in the state of Wisconsin, USA. The Website can be accessed by most countries around the world. As each country has laws that may differ from those of Wisconsin, by accessing Our website, You agree that the statutes and laws of Wisconsin, without regard to the conflict of laws and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this Website and the purchase of any products or Services through this Website.

20. Guarantee

- a. UNLESS OTHERWISE EXPRESSED, NBW EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BY NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

21. Severability

- a. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and will not affect the validity and enforceability of any remaining provisions. This Agreement is the entire agreement between You and Us relating to the subject matter herein.

22. Force Majeure

- a. We will not be liable or responsible to You, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in Our performance under this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond Our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostiles (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, outbreak, lockouts, strikes or other labor disputes (whether or not relating to Our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

23. Modifications

- a. This Agreement may be modified only by Our posting of changes to this Agreement on our Website and Private Facebook Group. If at any time the Agreement is modified, You will be prompted to accept any such changes.

24. Assignment

- a. You will not assign any of Your rights or delegate any of Your obligation under this Agreement without Our prior written consent. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves You of any of Your obligations under this Agreement.

25. No Third-Party Beneficiaries

- a. These Terms do not and are not intended to confer any rights or remedies upon any person other than You. However, if You allow a spouse/significant other or minor child to workout with You or follow the nutrition guidance, that third party is subject to follow this Agreement as if that third party is a paying Member.

26. No Waivers

- a. No breach of any provision of this Agreement will be waived except with the express written consent of the party not in breach.
- b. No waiver of any breach of any provision of a contract under this Agreement shall be constructed as a further or continuing waiver of any breach of that provision or any other provision of that contract.

27. Notices

- a. To You
 - i. We may provide any notice to You under this Agreement by: (i) sending a message to the email address You provide or (ii) by posting to the Website. Notices sent by email will be effective when We send the email and notices We provide by posting to the Website will be effective upon posting. It is Your responsibility to keep Your email address current.
- b. To Us

- i. To give Us notice under these Terms, You must contact Us as follows: (i) by email to kollie@noboundswellnessco.com or (ii) by Facebook messenger either to Kollie Bound or the public No Bounds Wellness Facebook page. We may update the email address for notices to Us by posting on the Website. Notices provided by email or Facebook messenger will be effective immediately.

Acknowledgment of Understanding: You have read the responsible use and conduct, waiver of liability, assumption of risk, disclaimer and indemnification and hold harmless agreement, fully understand its terms, and understand that You are giving up substantial rights, including Your right to sue. You acknowledge that You are agreeing to these terms and conditions freely and voluntarily and intend by selecting “I Agree” to be a complete and unconditional release of all liability to the greatest extent allowed by law.

By joining No Bounds Wellness, Member is agreeing to be legally bound by the terms and conditions of this Agreement contained herein.

Welcome to No Bounds Wellness!