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## TERMS OF USE FOR WWW.SOLOGYMLLC.COM

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Last Modified: 3/1/2023

### 1) ACCEPTANCE OF THE TERMS OF USE

SOLOGYM, LLC, a California limited liability company (which these policies refer to as “**Company**”, “**we**,” “**us**” or “**our**”) is a technology platform that provides an online marketplace, allowing users to rent their home gym or gym equipment (referred to as “**Provider-Users**”), to other users (referred to as “**Recipient-Users**”). These Terms of Use govern and apply to all persons who access or use (referred to as “**user**,” “**you**” or “**your**”) our services, which consist of the website [www.sologymlc.com](http://www.sologymlc.com) (the “**Website**”), and including any software, features, content, functionality, other services or products offered through the Website (collectively referred to as the “**Services**”). All items offered for rent through our Services are referred to as “**Rental Items**”.

Please read these Terms of Use and [Privacy Policy](#) before using any of our Services. By accessing, installing, or otherwise using any of the Services, you acknowledge you have read these Terms of Use and [Privacy Policy](#), that you understand them, and agree to be bound and abide by them, together with any policies they expressly incorporate by reference (collectively the “**Terms**”). If you do not agree to all of the Terms, you must not access or use the Services.

**User Age:** You must be at least 18 years of age or older, to use the Services. By creating an account or using the Services, you represent and warrant that you are 18 years of age or older, and can enter into legally binding agreements under applicable law. If you do not meet these requirements, you must not access or use the Services. If you allow any minors under the age of 18 to access or use the Services, you shall be solely responsible for their uses of the Services, and you shall indemnify us against any losses, claims or damages that may result.

**ARBITRATION:** THESE TERMS OF USE REQUIRE THE USE OF ARBITRATION, ON AN INDIVIDUAL BASIS, TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. PLEASE REVIEW THE [DISPUTE RESOLUTION](#) DETAILS IN SECTION 19 BELOW.

### 2) ADDITIONAL USER POLICIES (IMPORTANT)

**Privacy Policy:** Our [Privacy Policy](#) explains our practices for collecting and using user information. All information we collect through the Services, including information you provide during registration, in filling out forms or otherwise, is subject to and governed by our [Privacy Policy](#), which is incorporated herein by this reference. By accessing, installing or otherwise using the Services, you agree to be bound by the Privacy Policy and consent to all actions taken by us pursuant to the Privacy Policy.

**Terms of Sale:** Our [Terms of Sale](#) explains the terms by which users may make or receive payments through our Services, and how such transactions are conducted. All sale transactions, including payment for any Rental Items, or purchases of any of our services or products, are subject to and governed by our [Terms of Sale](#), which is incorporated herein by this reference. By creating an account, you agree to be bound by the [Terms of Sale](#) and consent to all actions taken by us pursuant to the [Terms of Sale](#).

### 3) ADDITIONAL PROVIDER-USER POLICIES (IMPORTANT)

**Provider Terms of Use:** Our [Provider Terms of Use](#) explains the additional policies and guidelines that apply to Provider-Users. If you intend to create a Provider-User account and offer or rent any Rental Items, please read our additional [Provider Terms of Use](#), which is incorporated herein by this reference. By creating a Provider-User account or offering any Rental Items through our Website, you agree to be bound by these Terms of Use as well as our additional [Provider Terms of Use](#).

### 4) EXPRESS DISCLAIMERS

**General Purposes:** The information we present on or through the Services is for general informational purposes only, and any referenced resources may change from time to time. We do not warrant the accuracy, completeness or usefulness of such information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you, any other users, or anyone who may be informed of any of its contents.

**No Direct Services:** OUR COMPANY DOES NOT PROVIDE ANY RENTALS OF ANY KIND. We are simply an online technology provider. Our online Services are solely to provide a platform by which Recipient-Users may rent Rental Items directly from Provider-Users. Any Rental Items offered or available through the Services are NOT provided by us. Such Rental Items are only provided by the Provider-User offering such Rental Items.

**No Endorsements:** We are not affiliated with and do not endorse any Provider-Users that use our Services. Though we require Recipient-Users to provide assurances as to the condition of their Rental Items, we do not warrant the accuracy, completeness or usefulness of any information provided by Provider-Users. Any rental services conducted between a Provider-User and Recipient-User are solely conducted between that Provider-User and Recipient-User, and we have no involvement with such services in any way. We disclaim all liability and responsibility arising from any reliance placed on such information by you or any other user.

**No Liability for Third-Party Content:** The Services may include content provided by third parties, including User Contributions, or materials provided by Provider-Users, other users, bloggers, licensors or advertisers. We are not responsible or liable to you, or any third party, for the content or accuracy of any content or materials provided by any third parties or for any products or services provided by any third party. All statements and opinions expressed in such content are solely the opinions and responsibility of the person providing it. Such content does not necessarily reflect the opinions of the Company.

**Provider Policies.** The terms of rental for any Rental Item, including payment, scheduling, pick-ups or drop-offs, cancellations or refunds for any Provider-User rental services, shall be governed by the terms of each Provider-User. If you have questions or requires assistance with respect to any rental policies provided by a Provider-User (including but not limited to payments, scheduling, cancellations or refunds) you must contact that Provider-User directly through their Provider-User account page.

## **5) CHANGES TO OUR POLICIES & SERVICES**

**Changes to Policies:** We may revise and update these Terms from time to time in our sole discretion. We shall provide notification to users when such changes are made, and all changes are effective immediately when we post them. Any changes to the [Dispute Resolution](#) provisions will not apply to any disputes for which the parties have actual notice prior to the date the change is posted. Your continued use of the Services following the posting of revised Terms means that you accept and agree to the changes. You are expected to check these Terms pages from time to time so you are aware of any changes, as they are binding on you.

**Changes to Services:** We reserve the right to withdraw or amend the Services, and any services, products or materials we provide or offer through the Services, in our sole discretion without notice. We may discontinue some or all of the Services, or any features, functionality or platforms, at any time. We will not be liable if, for any reason, all or any part of the Services are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services, or all of the Services, to users, including registered users. We may update content on the Services from time to time, but any of the content on the Services may be out of date at any given time, and we are under no obligation to update such content.

## **6) ACCESS TO SERVICES & ACCOUNT SECURITY**

**Availability:** Services may be interrupted from time to time, for maintenance, repairs, upgrades, or network or equipment failures.

**Access & Data Plan:** You are responsible for obtaining all necessary devices, and data connections for using the Services, for making all arrangements necessary for you to have an Internet connection, and access to the Services, and for all fees, taxes, or carrier data plans, associated with your use of the Services. We do not provide any such services or devices.

**Registration & Contact Information:** Recipient-Users agree to only create and maintain one (1) Recipient-User account for their use of the Services. Provider-Users agree to only create and maintain one (1) Provider-User account for their use of the Services. It is a condition of your use of the Services that all registration information you provide is correct, current and complete. For purposes of registration and using the Services, you must provide an accurate and up-to-date name, email address, age, phone number, address and payment information. Users further agree to provide us with any other documents we may request from time-to-time to verify their identity or as necessary to complete a purchase or sale.

**Account Security:** If you choose, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of it using your username, password or other security information. You are responsible for any activity that occurs under your screen name. You agree to notify us immediately of any unauthorized access to, or use of, your username or password

or any other breach of security. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

**Third-Party Access:** If any other person accesses the Services through your Internet connection, you are responsible for ensuring that all such persons are aware of these Terms and comply with them.

## **7) AUTHORIZED & PROHIBITED USES**

**Authorized & Non-Commercial Uses:** You agree to use the Services only for the purpose of offering or renting Rental Items or seeking information on the Rental Items. You may use the Services only for lawful, authorized, and acceptable purposes, and in accordance with these Terms. These Terms permit you to use the Services for your personal, non-commercial use only. You must not access or use for any commercial purposes any part of the Services or materials available through the Services.

**Unauthorized & Prohibited Uses:** You agree not to use the Services:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export or trade of data or software to and from the US or other countries).
- In any way that violates, misappropriates, or infringes the rights of the Company, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights.
- To send, knowingly receive, upload, download, use or re-use any material that does not comply with the [Content Standards](#) set forth in these Terms.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter,” “bulk messaging,” “auto-messaging,” “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Services, or which, as determined by us, may harm the Company, or users of the Services, or expose them to liability.
- In any manner that is fraudulent or illegal, or that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.

**Harm to Software:** Additionally, you agree not to:

- Use any device, software or routine, or otherwise use the Services in any manner, that could disable, overburden, damage, interfere, impair or disrupt any part of the Services, or interfere with any other party’s use of the Services, including their ability to engage in real time activities through the Services.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Services, the server on which the Services are stored, or any server, computer or database connected to the Services.
- Use any robot, spider or other automatic device, process or means to access, retrieve, crawl, scrape, or otherwise index, any portion of the Services for any purpose, including but not limited to posted items, user profiles, names, addresses or photos.
- Use any manual process to monitor or copy any of the material on the Services or for any other unauthorized purpose without our prior written consent.
- Collect the information of or about our users in any impermissible, unauthorized or prohibited manner.
- Implement or introduce any viruses, trojan horses, worms, logic bombs, denial-of-service attacks, distributed denial-of-service attacks, or other material that is malicious or technologically harmful.
- Otherwise attempt to interfere with the proper working of the Services in any way.

## **8) INTELLECTUAL PROPERTY RIGHTS & OWNERSHIP**

**Intellectual Property Ownership:** The Services and its entire contents, features and functionality (including but not limited to all information, software, text, displays, documents, images, illustrations, photographs, profile details, graphics, domains, logos, slogans, video, audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other

respective providers of such material, and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws (“**Intellectual Property**”). You may not use any such Intellectual Property without the express authorization of the Company (or other owner if applicable), and in accordance with these Terms.

**Trademarks:** The Company name, and all related names, logos, product and service names, designs and slogans (“**trademarks**”) are trademarks of the Company or its affiliates or licensors. You must not use such trademarks without the prior written permission of the Company. All other trademarks appearing on the Services are the trademarks of their respective owners.

**License:** We grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the Services in accordance with these Terms. This license is for the sole purpose of allowing you to access or use the Services as authorized, and no other rights or licenses are granted by implication or otherwise.

**Prohibited Uses.** You must not reproduce, distribute, modify, create derivative works of, reverse engineer, decompile, alter, publicly display or perform, republish, download, store, extract, sell, resell, rent or transmit any Intellectual Property, or other material on the Services. You must not delete or alter any copyright, trademark or other proprietary rights notices on the Services.

**Infringement:** If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Services in breach of the Terms, your right to use the Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in the Services or any content on the Services is transferred to you, and all rights not expressly granted in these Terms are reserved by the Company. Any use of the Services not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.

## 9) **USER CONTRIBUTIONS & CONTENT STANDARDS**

**Contributions:** The Services may contain personalized web pages or profiles, message boards or chat threads, ratings, reviews, or other interactive features (“**Interactive Services**”) that allow users to post, submit, publish, display or transmit to other users or persons (“**post**”) content, materials, Rental Items and other information (collectively “**User Contributions**”).

**Responsibility:** You understand and acknowledge that you are solely responsible for any User Contributions you submit or contribute (including but not limited to any data, text, code, files, information, screen names, graphics, photos, profiles, audio, video, and links that you submit, post or display on or through the Services), and that you, not the Company, shall have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness. We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Services.

**License:** Any User Contribution you post to the Services will be considered non-confidential and non-proprietary. By providing any User Contribution you grant the Company and its licensees, successors and assigns a worldwide, non-exclusive, fully paid, royalty-free, sub-licensable and transferable, license to use, reproduce, modify, perform, display, create derivative works of, distribute, and otherwise disclose to third parties any such material. You represent and warrant that all of your User Contributions do and will comply with these Terms, and that you own all rights to the User Contributions and have the right to grant the license above.

**Compliance:** We do not claim ownership for any User Contributions. However, all User Contributions must comply with the [User Content Standards](#) set out below.

**User Content Standards:** These user content standards apply to all User Contributions and use of Interactive Services. User Contributions in their entirety must comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, untrue, purposely misleading, violent, hateful, inflammatory or otherwise objectionable.
- Post or promote sexually explicit, suggestive or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to

any civil or criminal liability under applicable laws or regulations, or that otherwise may be in conflict with these Terms or our [Privacy Policy](#), which are incorporated herein by reference.

- Impersonate any person, misrepresent your identity or affiliation with any person or entity, give the false impression they emanate from or are endorsed by us or any other person or entity, or otherwise be likely to deceive any person in any way.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.

**Posting Personal Information:** While it is not expressly prohibited, we highly recommend you do not publicly post or display any personal information by which you, or anyone else, may be personally identified. Our Privacy Policy does not extend to information that you publicly post or display on or through the Services.

## **10) NOTICE & TAKEDOWN PROCEDURE FOR COPYRIGHT COMPLAINTS**

**DMCA:** It is our policy to expeditiously respond to clear notices of alleged copyright infringement that comply with the United States Digital Millennium Copyright Act (“**DMCA**”). The following instructions are intended to expedite the process of submitting notices of alleged infringement, while reducing the number of fraudulent or ambiguous notices we receive.

**Notice & Takedown:** It is expected that all Users of the Services will comply with applicable copyright laws. However, if we receive proper takedown notification of alleged copyright infringement, our response will be to remove or disable access to all such material. It is our policy to terminate the user accounts of repeat infringers. If we remove or disable any such access in response to a notice, we will make a good-faith effort to contact the account owner so they may make a counter notification.

**Reporting Infringement:** If you believe that any User Contributions violate your copyright, trademark or other intellectual property, please follow the instructions below for sending us a notice of infringement. Please note, you may be liable for damages (including costs and attorneys’ fees) for materially misrepresenting that material is infringing your intellectual property. If you are unsure whether online material constitutes infringement, we suggest you first contact an attorney.

**Infringement Notification:** If you believe any User Contribution constitutes infringement of your copyrighted work, or other violation of your intellectual property rights, please provide the following information in a written communication:

- Identification of the copyright work or works claimed to be infringed.
- Identification of the material claimed to be infringing, and that should be removed, and information reasonably sufficient to permit us to locate the material.
- Information reasonably sufficient to permit us to contact you, such as an address, phone number and email address.
- The following statement: "I have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law. I swear, under penalty of perjury, that the information in the notification is accurate, and that I am the copyright owner, or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
- A physical or electronic signature of the owner of an exclusive right that is allegedly infringed, or person authorized to act on the owner’s behalf.

**Designated Agent:** All notices of copyright infringement claims should be sent by email to our designated agent at [info@sologymllc.com](mailto:info@sologymllc.com), and should include the email subject line of “NOTICE OF COPYRIGHT INFRINGEMENT.”

## **11) ENFORCEMENT & TERMINATION**

**Enforcement:** We have the right to:

- Refuse service to anyone for any reason at any time.
- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates these Terms, including the [User Content Standards](#), infringes any Intellectual Property right or other right of any person or entity, is unlawful, untruthful, misleading, threatening, defamatory, threatens the personal safety of users of the Services or the public, or could create liability for the Company.

- Reclaim usernames on behalf of businesses or individuals that hold legal claim or trademark to those usernames.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
- Disable any username, password or other identifier, whether chosen by you or provided by us, at any time, in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.
- Terminate, suspend or modify your access to or use of all or part of the Services at any time for any reason, including for any violation of these Terms, creating a risk of harm to the Company or its users.

**No Liability for Contributions:** We do not have an obligation to monitor or review any User Contribution that is posted on the Services, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, User Contribution, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or non-performance of the foregoing activities.

**Law Enforcement:** Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, AS A RESULT OF, OR CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR OTHER LAW ENFORCEMENT AUTHORITIES.

**Content Storage:** Deleted content may be stored by us in order to comply with certain legal obligations and is not retrievable without a valid court order. We encourage you to maintain your own backup of your User Contributions. We will not be liable for any modification, suspension, discontinuation, or loss of any user information or content.

## **12) INTEGRATION WITH THIRD PARTY SERVICES & POLICIES**

**Third-Party Policies:** We may integrate or connect other third-party services, products or content, to work in connection with our Services (such as data transfer, social sharing, cloud storage or payment processors). Please be advised that when you access or use third-party services, those services are governed by the third party's terms of use and policies.

**Third-Party Links:** If the Services contain links to other sites and resources provided by third parties, those links are provided for your convenience only. This includes links contained in Provider-User account pages, and in banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to from the Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

## **13) LINKING TO THE SERVICES & SOCIAL MEDIA FEATURES**

**Linking:** You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. However, you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent. Further, the website from which you are linking, or on which you make certain content accessible, must comply in all respects with the [User Content Standards](#) set out in these Terms.

**Social Media:** The Services may provide certain social media features that enable you to link to content on the Services, send communications with content or links through the Services, or display limited portions of content on other sites. You may use these features solely as provided, with respect to the content they are displayed with. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Services or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Otherwise take any action with respect to the materials on this Services that is inconsistent with any other provision of these Terms of Use.

**Removal:** You agree to cooperate with us in causing any unauthorized framing or linking to immediately cease. We reserve the right to withdraw linking permission without notice, and may disable all or any social media features and any links at any time without notice in our discretion.

#### **14) DISCLAIMER OF WARRANTIES**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the Internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Services for any reconstruction of any lost data.

YOU UNDERSTAND THAT YOUR USE OF THE SERVICES, ITS CONTENT AND ANY MATERIALS OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, ITS CONTENT AND ANY SERVICES, MATERIALS OR RENTAL ITEMS OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE COMPANY EXPLICITLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR PARTICULAR PURPOSE AND THOSE ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SERVICES, ITS CONTENT OR ANY SERVICES OR RENTAL ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY SERVICES OR RENTAL ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

WE ARE NOT RESPONSIBLE FOR CONTROLLING AND DO NOT CONTROL, HOW USERS USE OUR SERVICES, OR THE ACTIONS, INFORMATION OR USER CONTRIBUTIONS OF USERS OR OTHER THIRD PARTIES. YOU HEREBY RELEASE THE COMPANY, ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS, FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, JUDGMENTS, AWARDS, LOSSES, COSTS, EXPENSES OR FEES (INCLUDING ATTORNEYS’ FEES) YOU MAY HAVE THAT ARISE OUT OF OR RELATE TO SUCH USERS OR THIRD PARTIES. BY THIS RELEASE, YOU WAIVE ANY RIGHTS YOU MAY HAVE UNDER CALIFORNIA CIVIL CODE §1542, OR ANY SIMILAR APPLICABLE LAW OF ANY OTHER JURISDICTION, WHICH STATES: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECTION YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL, DUE TO YOUR USE OF THE SERVICES, ITEMS OBTAINED THROUGH THE SERVICES, OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT OR ON ANY WEBSITE LINKED TO IT.

#### **15) LIMITATION OF LIABILITY**

THE COMPANY, ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE, THAT ARISE OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SERVICES OR SUCH OTHER WEBSITES, OR ANY SERVICES, MATERIALS OR ITEMS OBTAINED THROUGH THE SERVICES OR OTHER THIRD PARTIES.

IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE COMPANY, ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE AMOUNT THAT THE PARTY ALLEGING SUCH CLAIM HAS PAID TO THE COMPANY FOR APPLICABLE SERVICES OR PURCHASES IN THE SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **16) INDEMNIFICATION**

You agree to indemnify, defend and hold harmless the Company, its affiliates, licensors and service providers, and their respective

officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable costs and attorneys' fees) arising out of or relating to: (a) the violation of these Terms by you or anyone using your account; (b) your use or misuse of, or access to the Services, including, but not limited to, your User Contributions, and your use of any information obtained from the Services; (c) your interaction with any other users; and (d) any other uses other than as expressly authorized in these Terms.

## **17) GOVERNING LAW & JURISDICTION**

All matters relating to the Services and these Terms, and any dispute or claim arising therefrom or related thereto (including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California in the United States of America, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of, or related to, these Terms or the Services shall be instituted exclusively in the federal courts, state courts or arbitration forums, in the State of California, County of San Diego. However, we reserve the right to bring any suit, action or proceeding against you for breach of these Terms in your country and county of residence or any other relevant country or county. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

## **18) GEOGRAPHIC RESTRICTIONS**

**Services Based in U.S.** The owner of the Services is based in the state of California in the United States. We make no claims that the Services or any of its content are accessible or appropriate outside of the United States. Our services are not intended for use in any country where such use would violate local law or would subject the Company to the laws or regulations of another country. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws. We reserve the right to limit our Services in any country.

**Export Laws.** You agree to not download or use the Services if you are located in a restricted country, if you are listed on any US or non-US restricted-parties list, or for any reason prohibited by export and trade laws, and you agree not to disguise your location through IP proxy or other methods. You agree to not, directly or indirectly, export, provide or otherwise transfer our Services to any individual, entity prohibited by export and trade laws, to anyone on US or non-US government restricted parties' lists, or for any purposes prohibited by export and trade laws, including nuclear, chemical or biological weapons, or missile technologies without the required government authorizations.

## **19) DISPUTE RESOLUTION**

**Arbitration:** For any dispute between you and the Company, arising from the use of these Terms or the Services (including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, and your right to privacy or publicity), you agree to first contact the Company and attempt to resolve the dispute with us informally. In the unlikely event that we have not been able to resolve the dispute informally, the Company may, at its sole discretion, require users to submit any disputes to final and binding arbitration in the State of California, County of San Diego, under the Rules of Arbitration of the American Arbitration Association, applying California law. Nothing in this section shall prevent either party from seeking injunctive or equitable relief from the courts for matters related to intellectual property rights or unauthorized access to the Services. ALL SUCH USERS AGREE TO WAIVE THE RIGHT TO TRIAL, EXCEPT FOR MATTERS THAT MAY BE BROUGHT IN SMALL CLAIMS COURT. YOU MAY REVIEW THE AAA RULES AT [WWW.ADR.ORG](http://WWW.ADR.ORG).

**No Class Actions:** You agree that you may only bring disputes against the Company on your own behalf, and not on behalf of any other person or entity, or any class of people. You agree not to participate in any class action, class arbitration, or consolidated disputes. In any dispute, neither you nor the Company will be entitled to join or consolidate claims by or against other customers in court or in arbitration or otherwise participate in any claim as a class representative, class member or in a private attorney general capacity. The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

**Limitation On Time To File Claims:** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

## **20) GENERAL TERMS**

**Amendments & Waivers:** Any amendment or waiver to our Terms of Use requires our express consent.

**Waiver:** No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

**Transferability:** The Company may freely transfer and assign any of its rights, and delegate its obligations, under these Terms, to any of its affiliates, or in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law, and the Company may transfer and assign your information to any of our affiliates, successor entities, or new owner.

**User Assignment:** You may not transfer any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any assignment or delegation in violation of this Section is null and void. No attempted assignment or delegation relieves you of any of your obligations under these Terms.

**Severability:** If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision may be modified and limited to the minimum extent necessary to remedy such invalidity, illegality or unenforceability, and the remaining provisions of the Terms will continue in full force and effect.

**Language:** Our Terms are written in English. Any translated version, if any, is provided for your convenience. If any translated version of our Terms conflict with the English version, the English version shall control.

**Entire Agreement:** The Terms, and all other policies incorporated herein by reference, constitute the sole and entire agreement between you and the Company with respect to the Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Services. If any future Terms are agreed to, such future Terms shall govern.

## **21) NOTICES**

We may provide notice under these Terms by either: (a) sending a message to the email address you provide during registration; or (b) by posting to the Website. Such notices will be effective when the email is sent, or when posted. It is your responsibility to check the Website from time to time, and keep your email address current, so you can stay updated on changes.

To give us notice under these Terms, you must send written notice by personal delivery, overnight courier, or registered or certified mail, to: **5890 Odessa Ave., La Mesa, CA 91942**. We may update the address for notices to us by posting a notice on the Website. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

## **22) YOUR QUESTIONS & COMMENTS**

We always welcome any feedback you may have about SOLOGYM or our services. All feedback, comments, requests for technical support and other communications relating to the Terms or Services should be directed to: [info@sologymllc.com](mailto:info@sologymllc.com).

These Services are operated by SOLOGYM, LLC, a California limited liability company.

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## PROVIDER TERMS OF SALE FOR WWW.SOLOGYMLLC.COM

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**Last Modified:** 7/27/2023

**THIS TERMS OF SALE POLICY CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.**

This Terms of Sale Policy (the “**Terms of Sale**”) applies to all payments made or received by users through our website [www.sologymllc.com](http://www.sologymllc.com) (the “**Website**” or the “**Services**”). All users shall be bound by these Terms of Sale, as well as our general Terms of Use and Privacy Policy, which are incorporated herein by this reference and collectively referred to as the “**Terms**”.

Please read these Terms of Sale, as well as our [Terms of Use](#) and [Privacy Policy](#) before creating or registering an account, or offering, renting, selling or purchasing any Rental Items through our Website. By creating an account, or offering, renting, selling or purchasing any Rental Items through the Website, you acknowledge that you have read the following Terms of Sale, that you understand them, and agree to be bound and abide by them. If you do not agree to all of the Terms, you must not access, use, register with, make any purchases through, or offer or sell any Rental Items through, the Website.

**Changes to Services:** We may revise and update these Terms of Sale from time to time in our sole discretion and without prior notice. Any changes to the Terms will be in effect as of the “Last Modified” date referenced above and on the Services.

### **1) PRELIMINARY NOTICES & DISCLAIMERS**

IF YOU ALLOW ANY MINORS UNDER THE AGE OF 18 TO ACCESS OR USE THE SERVICES, YOU HEREBY AFFIRM THAT YOU SHALL BE SOLELY RESPONSIBLE FOR THEIR USES OF THE SERVICES, AND YOU SHALL INDEMNIFY US AGAINST ANY LOSSES, CLAIMS OR DAMAGES THAT MAY RESULT. IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HEREBY AFFIRM THAT YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS AND CONDITIONS.

YOU MAY NOT PURCHASE PRODUCTS OR SERVICES FROM THE SERVICES IF YOU: (A) DO NOT AGREE TO THESE TERMS; (B) ARE NOT AT LEAST 18 YEARS OF AGE; OR (C) ARE PROHIBITED FROM ACCESSING OR USING THE SERVICES OR ANY OF THEIR CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.

THESE TERMS REQUIRE THE USE OF ARBITRATION, ON AN INDIVIDUAL BASIS, TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. PLEASE REVIEW THE [DISPUTE RESOLUTION](#) DETAILS IN SECTION 19 OF OUR [TERMS OF USE](#).

### **2) PRICING & PAYMENT**

**Our Pricing Terms:** All prices and promotions for using our Services are subject to change without notice. The Service Fees charged for using our Services will be the price in effect at the time any Recipient-User orders any of your Rental Items, which will be set out in your order confirmation email. Posted prices do not include taxes. All such taxes will be added to your order total, and will be itemized in your confirmation email. We strive to display accurate pricing, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

**Provider Pricing Terms:** All prices for Rental Items are solely set by the Provider-User that is providing such Rental Items. The prices charged for any Rental Item will be the price in effect at the time the rental order is placed, which will be set out in your order confirmation email. Other terms and conditions regarding pricing and payment terms, will be as established by the Provider- User offering such Rental Items.

**Acceptance of Orders:** You agree that any order you place through the Services is an offer to rent all Rental Items listed in your order. All orders must first be accepted and processed by us before the transaction is valid. We may choose not to accept orders at our sole discretion, even after you receive a confirmation email with your order number or details.

**Payment Terms:** Terms of payment for using our Services are within our sole discretion, and payment must be received by us before our acceptance of an order. The payment processor we use accepts most major credit and debit cards for purchases. You represent and warrant that: (a) all payment information you supply to us is true, correct and complete; (b) you are duly authorized to use such payment method for the transaction; (c) charges incurred by you will be honored by your credit card company or bank; and (d) you will pay charges incurred by you at the posted prices, including shipping and handling charges, if any and applicable taxes, regardless of the amount quoted through the Services at the time of your order.

**Promotions:** From time to time, we may offer promotions or discounts that affect the pricing for using our Services, and that are governed by terms and conditions separate from these Terms of Sale. If there is a conflict between the terms for a promotion or discount and these Provider Terms of Sale, the promotional terms will govern.

**Payment Processing:** All payments made through our Website shall be processed through third-party payment processors. In order to make any payments on our Website, you may be required to create an account with one or more of these third-party processors. Please be advised that they maintain their own Terms of Use and Privacy Policy, so please read those terms in detail before using their services.

**Service Fees (Recipient-Users):** As compensation for using our Services and to reserve and rent any Rental Items from Provider-Users, Recipient-Users shall pay us a fee of three percent (3%) of all orders to reserve Rental Items (the "Service Fees"). The Service Fees shall be added to the subtotal at checkout, and shall be immediately due and payable upon the order for any Rental Item through your Recipient-User account.

**Service Fees (Provider-Users):** As compensation for using our Services and to offer and rent their Rental Items, Provider-Users shall pay us a fee of twenty five percent (25%) of all orders of their Rental Items (the "Service Fees"). The Service Fees shall be immediately due and payable upon the order for any Rental Item through your Provider-User account. Upon receipt of payment from a Recipient-User for a Rental Item ordered from your Provider-User account, we shall deduct any and all Service Fees owed to us, and shall pay the remainder to your designated account.

### **3) CANCELLATIONS & REFUNDS**

**No Refunds:** Except for any products or services that are expressly labeled otherwise, ALL SALES FOR OUR SERVICES ARE FINAL AND NON-REFUNDABLE. Once a payment is made for any Service Fees, we cannot issue any refunds for the transaction.

### **4) WARRANTIES & DISCLAIMERS**

**Manufacturer's Warranty & Disclaimers:** The availability of products or services through the Services does not indicate an affiliation with or endorsement of any particular product, service or manufacturer.

ALL PRODUCTS AND SERVICES OFFERED THROUGH THE SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY: (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

YOU AFFIRM THAT WE SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF A PROVIDER-USER'S FAILURE TO HONOR ITS OBLIGATIONS TO YOU.

### **5) LIMITATION ON LIABILITY**

IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY, SHALL BE LIMITED TO THE ACTUAL AMOUNT WE HAVE BEEN PAID BY YOU FOR THE PRODUCTS OR SERVICES ORDERED THROUGH OUR WEBSITE DURING THE SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY SHALL ONLY APPLY TO THE EXTENT PERMITTED BY LAW.

## **6) ADDITIONAL TERMS & POLICIES**

**Terms of Use.** For additional terms relating to the Services and purchases of our products and services, including terms relating to limitations on liability, governing laws, geographic restrictions, and resolving disputes, please refer our [Terms of Use](#).

**Privacy Policy:** All information you submit in connection with any orders or purchases placed through the Services, including but not limited to the personal information provided during registration, or while placing a purchase or order, is subject to and governed by our [Privacy Policy](#). By placing any orders or purchases through the Services, you agree to be bound by the Privacy Policy, and consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. Please read our Privacy Policy before placing any orders or purchases through the Services.

## **7) YOUR QUESTIONS & COMMENTS**

We always welcome feedback you may have about our products and services. All feedback, comments, requests for technical support and other communications relating to the Terms, subscriptions or Services, should be sent to: [info@sologymllc.com](mailto:info@sologymllc.com).

These Services are operated by SOLOGYM, LLC, a California limited liability company.

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## PRIVACY POLICY FOR [WWW.SOLOGYMLLC.COM](http://WWW.SOLOGYMLLC.COM)

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**Last Modified:** 3/1/2023

### 1) OUR PRIVACY POLICY

We value and respect your privacy, and are committed to protecting it under this Privacy Policy. This Privacy Policy describes the types of information SOLOGYM, LLC, a California limited liability company (“**Company**”, “**we**,” “**us**” or “**our**”) may collect from you (“**user**,” “**you**,” or “**your**”) or that you may provide through communications with us or other third parties, or when you use or access the website [www.sologymllc.com](http://www.sologymllc.com) (the “**Website**” or the “**Services**”) and how we use that information.

Please read this Privacy Policy carefully to understand our policies and practices for collecting, using, maintaining, protecting and disclosing your information. By accessing or using the Services, you agree to this Privacy Policy, including the collection, use and sharing of your information as described herein. If you do not agree with our Privacy Policy, you must not access or use the Services. This Privacy Policy does not apply to information collected by us offline or through any other means, or by any other website, app or third party, including through any application or content that may link to or be accessible from the Services.

### 2) CHANGES TO OUR PRIVACY POLICY

We may revise this Privacy Policy from time to time. We shall notify users when such updates are made, and all changes are effective immediately when we post them. The date the privacy policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Services and this Privacy Policy to check for any changes. Your continued use of the Services after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

### 3) INFORMATION YOU PROVIDE

**User Information:** Information you provide to us on or through the Services may include:

- Information you provide when creating an account, including your name, email address, age, phone number, address, payment information, profile name or other information by which you may be identified (“**personal information**”).
- Information you provide by filling in forms on the Services, posting information or materials, or typing search queries.
- Information you provide when you contact customer support or report a problem with the Services, including your email address, and records and copies of such correspondence.
- Users may be required to provide additional financial information before participating in any rental purchases or sales through the Services, and details to fulfill the transaction.

**User Contributions:** You also may provide information to be posted, submitted, published, displayed or transmitted (“**posted**”) on public areas of the Services, or to other users of the Services or third parties (collectively, “**User Contributions**”). Your User Contributions are posted on and transmitted to others at your own risk. Please be aware that no security measures are perfect or impenetrable. Further, we cannot control the actions of other users of the Services with whom you may share User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

**Payment Information:** All purchases and sales payments shall be processed through a third-party payment processor. All payment information that you provide is provided directly to such third-party payment processors. However, we may receive information, such as payment confirmation or receipts, from other third parties processing your payment.

### 4) INFORMATION WE COLLECT AUTOMATICALLY

**Types of Information:** As you navigate through and interact with our Services, we may use automatic data collection technologies to collect certain information related to your usage, diagnostic and performance reports, including:

- Usage: Details of your visits to our Services, including traffic data, usage details, page visits, location data, online status, log files and other communication data and the resources that you access and use on the Services.
- Devices & Connection: Information about your computer, device and Internet connection, including your IP address, hardware model, operating system and browser type, and mobile network information.

**Types of Technology:** The information we collect automatically is statistical data and does not include personal information, however we may maintain it or associate it with personal information we collect in other ways or receive from third parties. Technologies we use to collect data automatically may include:

- Analytics Tracking: Pages of the Services may contain tracking codes that permit the Company to count users who have visited those pages, and for other related website statistics (for example, tracking visits to certain content, site performance and page speed, and search terms used to find the Services).
- Cookies: A cookie is a small file placed on your device when you use the Services, and is used to remember your choices and preferences, or track your usage on the Services. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you disable or refuse cookies, some parts of the Services may be inaccessible or not function properly.

## 5) THIRD-PARTY INFORMATION

**Third-Party Advertisers:** Some content or applications on the Services are served by third parties, including Provider-Users, advertisers, ad networks, content providers and application providers. We may use your information to display advertisements to our advertisers' target audiences. Though we do not disclose your personal information for these purposes, if you click on or otherwise interact with an advertisement, the advertiser may assume you meet its target criteria. These third parties may use cookies, alone or in conjunction with other tracking technologies, to collect information about you when you use the Services.

We do not control parties' collection or use of your information to serve interest-based advertising. However, these third parties may provide you with ways to choose not to have your information collected or used in this way. You can opt out of receiving targeted ads from members of the Network Advertising Initiative ("NAI") on the NAI's website.

**Third-Party Providers:** Further, we may work with third-party service providers to help improve our Services, and other users (such as Provider-Users) may use our Website to offer their own Rental Items. When you interact with third-party providers, you may be providing information directly to the third party. For example, Recipient-Users may provide personal information to Provider-Users, online payments are processed through third-party payment processors, users may communicate post information through third-party social media, or communicate with third parties regarding services, orders, transactions, updates or marketing relating to their use of the Services. We endeavor to work with payment processors that encrypt payment transactions with SSL or other comparable security technology, however we cannot, and do not, verify the security methods implemented or maintained by such third parties.

**Use of Information by Third Parties:** We do not control third parties' tracking technologies or how they may be used. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. Please note that when you use third-party services, their own terms of use and privacy policies will govern your use of their services. If you have any questions about such policies, you should contact the responsible provider directly.

**Third-Party Users:** Other users of the Services may provide us with information about you, such as your contact information, or may provide other information through their User Contributions.

## 6) HOW WE USE YOUR INFORMATION

**Purposes:** Collecting this information helps us improve our Services and deliver a better, more personalized experience, by enabling us to:

- Store information about your preferences, allowing us to customize our Services according to your individual interests, and recognize you when you return to the Services.
- Present, improve, fix, troubleshoot, customize and analyze our Services and its contents.
- Estimate our audience size and usage patterns, and improve performance and speed of the Services.
- Carry out our obligations, and enforce our rights under our Terms of Use and Privacy Policy, including to investigate any violations of our Terms, or other suspicious activity.
- Provide you with notices and updates about your account, expiration and renewal notices, updates to the Terms of Use or Privacy Policy, changes to the Services.
- To communicate with you when you contact us, and provide you with information that you request from us.
- To facilitate purchases and sales through the services, and to communicate with you regarding purchase or sales transactions you enter into through the Services.
- To fulfill any other purpose for which the information is provided, or for any other purpose with your consent.
- Contact you about goods or services that you may be interested in. If you do not want your information used for this purpose, you may opt-out by sending us a request at [info@sologymllc.com](mailto:info@sologymllc.com).

## 7) **DISCLOSURE OF INFORMATION**

**User Disclosure:** Certain information that you provide through the Services may be available to others who use the Services, including your name, profile, status or User Contributions. Other users that you communicate with may store or re-share your information with others. You may manage your user settings to adjust some of these features.

**Aggregated Data:** We may disclose aggregated information (statistical data that does not identify any individual) about our users without restriction.

**Company Disclosure:** We may disclose personal information that we collect or you provide:

- To buyers or other successors in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of Company's assets, in which personal information held by the Company about our Services users is among the assets transferred.
- To subsidiaries, affiliates, contractors, service providers and other third parties we use to support our business, and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.
- If we reasonably believe disclosure is necessary or appropriate to enforce our Terms of Use, protect the rights, property, or safety of the Company, our customers or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection, credit risk reduction, billing and collection purposes.
- To comply with any court order, law or legal process, including to respond to any government or regulatory request.
- To fulfill the purpose for which you provide it, or any other purpose disclosed by use with you provide the information.
- For any other purpose with your consent.

## 8) **MANAGING YOUR INFORMATION**

**Privacy Settings:** You can review and change your user information and settings by logging into your account and visiting the Settings page. You may also send us an email at [info@sologymllc.com](mailto:info@sologymllc.com) to request access to, correct or delete any personal information that you have provided to us. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

**Account Deletion:** You may delete your account at any time by using the delete-account feature in your account. Please note that when you delete your account, or request that any of your information be deleted, all of your information may be deleted from our servers, except information we require to operate and provide the Services. However, deleting your account does not affect

the information that has been stored or shared by other parties. Further, if you delete your User Contributions from the Services, copies of your User Contributions may remain viewable in cached and archived pages, or might have been copied or stored by other Services users.

## **9) DATA SECURITY**

We, or through third-party service providers, have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration and disclosure. Unfortunately, the transmission of information via the Internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Services. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Services.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Services, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. We urge you to be careful about providing information in public areas of the Services like messaging threads. The information you share in public areas may be viewed by any user of the Services.

## **10) GEOGRAPHIC RESTRICTIONS**

All of our Services are hosted in the United States, are only intended for users within the United States, and we make no claims that the Services or any of its content are accessible or appropriate outside of the United States. Please note, that many countries may have laws governing data collection and use that differ from U.S. law. If you choose to use the Services from any other country or region of the world, you should be aware that you are transferring your personal information outside of that country or region to the United States for storage and processing, and that we may also transfer your data from the U.S. to other countries or regions in connection with the storing and processing of the data, fulfilling your requests, and/or operating the Services. Further, by using the Services, you may provide your information to users or third parties in countries outside the United States, regardless of where you are located when using the Services. By providing any information, including personal information, on or through the Services, you consent to such transfer, use, storage, and processing.

## **11) CHILDREN UNDER THE AGE OF 18**

The Services are not intended for children under 18 years of age. No one under age 18 may provide any personal information on the Services, and we do not knowingly collect personal information from children under 18. If you are under 18, do not use or provide any information on the Services, or on any of its features, do not offer, rent or purchase any Rental Items through the Services, register on the Services, or provide any information about yourself to us. If we learn we have collected or received personal information from a child under 18 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 18, please contact us at: [info@sologymllc.com](mailto:info@sologymllc.com).

## **12) YOUR QUESTIONS & COMMENTS**

We always welcome any feedback you may have about SOLOGYM or our policies. To ask questions or comment about this Privacy Policy and our privacy practices, please contact us at: [info@sologymllc.com](mailto:info@sologymllc.com)

These Services are operated by SOLOGYM, LLC, a California limited liability company.

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## PROVIDER TERMS OF USE FOR WWW.SOLOGYMLLC.COM

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**Last Modified:** 3/6/2023

### **1) ACCEPTANCE OF THE PROVIDER TERMS OF USE**

These Provider Terms of Use govern and apply to all users who register and create accounts through which they will offer or rent any Rental Items through our Website (referred to as “**Provider-Users**”). Provider-Users will be offering and renting their Rental Items to the end-users of our Services who are looking to purchase and rent a Rental Item (referred to as “**Recipient-Users**”). Provider-Users shall be bound by these Provider Terms of Use, as well as our general Terms of Use and Privacy Policy, which are incorporated herein and collectively referred to as the “**Terms**”.

Please read these Provider Terms of Use, as well as our [Terms of Sale](#) and [Privacy Policy](#) before creating or registering any Provider-User account, or offering or renting any Rental Items through our Website. By creating a Provider-User account, or making any Rental Items available for purchases through the Website, you acknowledge that you have read the following Provider Terms of Use, and all other terms referenced herein, that you understand them, and agree to be bound and abide by them. If you do not agree to all of the Terms, you must not access, use, register with, or offer, rent or otherwise sell any Rental Items any other products or services through, the Website as a Provider-User.

**Changes to Services:** We may revise and update these Provider Terms of Use from time to time in our sole discretion and without prior notice. Any changes to the Terms will be in effect as of the “Last Modified” date referenced above and on the Services.

### **2) SERVICES & CUSTOMERS**

**Rental Items:** The primary purpose of our Website is for Provider-Users to offer and rent their Rental Items to Recipient-Users. In registering as a Provider-User on our Website, you represent and warrant that you shall only use the Website to offer, promote and rent such Rental Items which you have full legal authority and right to offer, promote and rent (the “**Rental Services**”). Such Rental Services shall be conducted solely between you and the Recipient-Users.

**Customers:** Once a Recipient-User contacts you with respect to your Rental Services, they shall be deemed to be your customer only, and shall not be customer of our Company for any purpose. Accordingly, such customers shall be subject to and bound only by your customer policies, including but not limited to your own terms of use and privacy policy, terms of sale, payment policies, rental policies, and all other written policies of any kind that you may have.

**Third-Party Providers:** You acknowledge and understand that ALL SERVICES OR PRODUCTS YOU OFFER ON OR THROUGH OUR WEBSITE ARE OFFERED AND SOLD BY YOU DIRECTLY TO THIRD-PARTY PURCHASERS (IE. THE RECIPIENT-USERS). We are not responsible or liable to you, or any third party, for the products, services, content, materials or premises provided or offered by you. Your policies for payments, scheduling, cancellations, refunds or otherwise, shall be governed by your terms and conditions, and must be conducted directly between you and the Recipient-User. Recipient-Users are instructed to contact you about any payment, scheduling, cancellation or refund of any Rental Services purchased from you. You should include clear contact information on your Provider-User profile page.

### **3) STANDARDS OF CONDUCT & CONDITION OF ITEMS**

By creating a Provider-User Account, you hereby represent and warrant to the Company and each Recipient-User as follows:

- All Rental Items, including but not limited to your home gym, fitness equipment, or any other fitness space, products or services you provide through our Services, have been and shall continue to be maintained in accordance with sound and reasonable standards, are and shall continue to be in good operating condition and repair, subject to ordinary wear and tear, adequate for the uses to which they will be put, and are unlikely to cause injury to any users thereof.
- None of your Rental Items are in need of maintenance or repairs, and if they ever require maintenance or repair you shall not provide such Rental Items to any Recipient-User until they are duly maintained or repaired.

To your knowledge, there has been no damage, malfunction, or other impairment to any Rental Item that has caused or is reasonably likely to cause injury to any users thereof. You have taken all reasonable steps to safeguard the safety of any Recipient-User that rents or otherwise uses any of your Rental Items.

If any of the foregoing representations are inaccurate, you must not provide any affected Rental Item to any Recipient-User, until it has been duly remedied. If you provide any Rental Items in violation of any of the foregoing representations, you shall be solely responsible for your uses of the Services, and you shall indemnify us against any losses, claims or damages that may result.

#### **4) INDEPENDENT CONTRACTOR RELATIONSHIP**

**Relationship:** You understand and acknowledge that your relationship with our Company shall at all times be that of an independent contractor. These Terms shall not be construed to create any partnership, joint venture, employment, agency or any other relationship, between Company and you for any purpose. Except as expressly stated herein, you shall have authority (and shall not hold yourself out as having authority) to bind our Company, and shall not make any agreements or representations on our behalf without our prior written consent. You will not be eligible to participate in any vacation, medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits that we may offer to our employees. We will not be responsible for withholding or paying any income, payroll, or other federal, state or local taxes, making any insurance contributions, or obtaining worker's compensation insurance on your behalf. Any persons employed or engaged by you in connection with the use of your Rental Services, shall be your employees or contractors and you shall be fully responsible for them and for any claims made by or on behalf of them.

**Insurance.** Company shall not provide any insurance coverage on behalf of you or any of your Rental Items. You shall have and maintain adequate insurance policies with reputable insurers, which shall cover any injuries that may be sustained by the use of your Rental Items, including but not limited to home-owners insurance, comprehensive or general liability, including coverage for bodily injury, personal injury, property damage, and contractual liability.

**Licenses.** You shall comply with all federal, state and local laws requiring licenses, permits and/or certificates to provide your Rental Services, and shall acquire and maintain the same.

**Disclaimers.** You expressly acknowledge the following: (a) We make no representations or warranties in regard to the success of the Services, and cannot and do not guarantee any specific number of purchases or revenues, if any, or any other specific results; (b) We have no control over Recipient-User behavior, or whether they purchase or use any Rental Services; (c) We are not responsible or liable in any way for any of your home gym, fitness equipment, customers, products, services, or for any cancelled or returned purchases; (d) We provide our Services to all eligible users, some of which may be competitive to you.

#### **5) INTELLECTUAL PROPERTY RIGHTS & OWNERSHIP**

**Intellectual Property Ownership:** You hereby represent and warrant that all of the materials you post on or through our Website (including but not limited to all information, text, products, services, offerings, displays, documents, images, illustrations, photographs, graphics, domains, logos, slogans, video, audio, and the design, selection and arrangement thereof), are owned by you, that you own all Intellectual Property rights in an to such materials, and have all rights and authority to post such materials.

**Right to Sell:** You hereby represent and warrant that you are the lawful owner, have good and marketable title to, and the full right to offer, promote, rent, sell or otherwise provide, your Rental Items, without restrictions of any kind. Your offering of any Rental Items does not and shall not infringe upon the property rights, or any other rights, or any other person or entity.

#### **6) INDEMNIFICATION**

You agree to indemnify, defend and hold harmless the Company, its affiliates, licensors and service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable costs and attorneys' fees) arising out of or relating to: (a) the condition or maintenance of your home gym, the condition or maintenance of your fitness equipment, any premises upon which you interact with a Recipient-User, or any of your personnel, products or services; (b) your providing of or failure to provide any Rental Items to any Recipient-User; (c) any injuries or other damages to any person or entity, caused by you, directly or indirectly, including but not limited to any injury sustained at your home gym or other premises; (d) any allegation that any Rental Items or other content or materials offered or provided by you infringes any property rights of any third party; (e) any negligent act or omission, or other wrongful act, by you; or (f) any breach of any term or condition in these Terms, by you.

## **7) YOUR QUESTIONS & COMMENTS**

We always welcome any feedback you may have about SOLOGYM or our services. All feedback, comments, requests for technical support and other communications relating to the Terms or Services should be directed to: [info@sologymllc.com](mailto:info@sologymllc.com).

These Services are operated by SOLOGYM, LLC, a California limited liability company.