# **SUBSCRIPTION TERMS**

### Effective as of: July 01 2023

This Subscription Terms is a binding contract and governs the use of and access to the Services by You whether in connection with a paid subscription or free trial for the Services.

The purpose of this Agreement is to establish the terms and conditions under which Subscriber obtains Company's Services as described in the Terms of Use or/and other document signed or agreed to by You.

In the event of any inconsistency or conflict between the Subscription Terms and the Terms of Use, the Terms of Use shall control. Non-English translations of this Subscription Terms are provided for convenience only. In the event of any ambiguity or conflict between translations, the English version shall control.

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# 1. ACCEPTANCE OF TERMS

Subscriber ("You" or the "User") and Bigly LLC with registered office at 611 South DuPont Highway Suite 102, Dover, Delaware, United States, 19901 (the "Company", or "We", or "Us", or "Our"), shall each be referred to as a "Party" and collectively referred to as the "Parties" for purposes regarding the use of and access to the Services by You whether in connection with a paid subscription or free trial for the Services:

- (i) mobile applications (the "App")
- (ii) websites (the "Website"),
- (iii) informational newsletters, provided through either e-mail or messengers like WhatsApp, Telegram, etc (the "Newsletters")
- (iv) Training and Meal plans (the "Plan", the "Plans") customer is provided with within the Service.
- and other related services, including all information, text, graphics, software, and services, provided or available for your use (the "Content").

By accepting this Subscription Terms, either by accessing or using our Service, You agree to be bound by this Terms as of the date of such access or use of the Service (the "Effective Date").

# 2. ACCESS TO THE SERVICES

### 2.1. SERVICE

We will make the Services and Content available to You pursuant to this Subscription Terms in accordance with your Plan. We will use commercially reasonable efforts to make the Services available twenty-four (24) hours a day, seven (7) days a week, except during (a) Planned Downtime (of which We will give advance notice via Our Website, or App, or by sending You an e-mail to the address you provided); and (b) Force Majeure Events.

#### 2.2. SUPPORT

We will, at no additional charge, provide You standard customer support for the Services via email at support@girl-power-club.com.

### 2.3. MODIFICATIONS

You acknowledge that We may modify the features and functionality of our Service during the Subscription Term. The Company shall provide You with seven (7) days' advance notice of any deprecation of any material feature or functionality. We will not materially decrease the overall functionality of the Services purchased by You during the Subscription Term.

### 2.4. ADDITIONAL FEATURES

We will notify You of applicable Supplemental Terms or alternate terms and conditions prior to Your activation of any Additional Features. The activation of any Additional Features by You in Your Account will be considered acceptance of the applicable Supplemental Terms or alternate terms and conditions where applicable.

# 3. TERM, PAYMENT, FEES CHANGES, CANCELLATION AND TERMINATION

### **3.1. TERM**

Unless Your Account and subscription to a Service are terminated in accordance with this Subscription Terms or the applicable Service Order (a) Your subscription to a Service (including any and all Deployed Associated Services) will renew for a Subscription Term equivalent in length to the then-expiring Subscription Term; and (b) the Subscription Charges applicable to any subsequent Subscription Term shall be Our standard Subscription Charges for the applicable Service Plan and Deployed Associated Services at the time of such renewal.

### 3.2. TRIAL SUBSCRIPTIONS

We may offer a free or paid (for a small payment) trial subscription for the Service. Unless you cancel before the end of the trial, you will be automatically charged a price indicated on the payment screen or/and Apple's/Google's payment pop-up screen for a chosen subscription period. We may also offer You discounted offers that renew at the full not discounted price and other offers that may be interesting for You.

### 3.3. SUBSCRIPTION CHARGES CHANGES

To the maximum extent permitted by applicable laws, we may change subscription fees at any time.

We will give you an advance notice via Our Website, or App, or by sending You an e-mail to the address you provided, or in other prominent ways. If you do not wish to pay the new fees, you can cancel the applicable subscription prior to the change going into effect.

### 3.4. PAYMENT

Payment will be charged to the payment method you submitted after you confirm by single-touch identification, facial recognition, or entering your payment method details on the Website, or otherwise accepting subscription terms provided on the payment screen or on the pop-up screen provided by Apple/Google) or after the end of the trial period. Please note, that You authorize Us to charge the applicable subscription fees to the payment method that You use.

### 3.5. CANCELLATION

PLEASE, NOTE THAT DELETING THE APP OR UNSUBSCRIBING FROM OUR NEWSLETTERS THROUGH YOUR EMAIL AGENT DOES NOT CANCEL YOUR SUBSCRIPTIONS.

Either Party may elect to terminate Your Account and subscription to a Service at the end of Your then-current Subscription Period. Your subscription will renew automatically at the end of each period until you cancel it according to your initial subscription method.

Note that even after submitting your subscription cancellation you will still have access to all your subscription features for the remaining time of your then-current period.

### IF YOU ENABLED TRIAL OR PURCHASED A SUBSCRIPTION ON OUR WEBSITES:

To avoid being charged cancel your subscription before the end of then-current period. You may cancel your subscription purchased on our website in CANCEL SUBSCRIPTION section located in the main menu of our Website at <a href="https://girl-power-club.com/unsubscribe">https://girl-power-club.com/unsubscribe</a>

### IF YOU PURCHASED A SUBSCRIPTION OR ENABLED TRIAL ON THE APP STORE:

You may cancel a free trial or a subscription anytime by simply turning off auto-renewal through your Apple ID account settings. To avoid being charged, cancel the subscription in your Apple ID account settings at least 24 hours before the end of the free trial or the current subscription period. Only You can manage your Apple ID subscriptions. Please, learn more about managing subscriptions on Apple support page

Please, keep in mind that deleting the app from your iPhone device does not cancel your subscriptions!

### IF YOU PURCHASED A SUBSCRIPTION OR ENABLED TRIAL ON GOOGLE PLAY:

You may cancel a free trial or a subscription anytime by simply turning off auto-renewal through your Google Play account settings. To avoid being charged, cancel the subscription in your account settings at least 24 hours before the end of the free trial or the current subscription period. Only You can manage your Google Play subscriptions. Please, learn more about managing subscriptions on Google support page

Please, keep in mind that deleting the app from your Android device does not cancel your subscriptions!

# 4. REFUNDS

# IF YOU ENABLED TRIAL PERIOD OR PURCHASED A SUBSCRIPTION ON OUR WEBSITES:

Due to the digital nature of our Service which is immediately accessible upon purchasing, we provide refunds at our own discretion only and subject to laws and our policies that may be published from time to time. Refund will be provided if We find Your request acceptable.

For further information please read carefully our Return and Refund Policy.

PLEASE MAKE A SCREENSHOT OF THIS INFORMATION FOR YOUR REFERENCE. THIS MAY HELP YOU TO CONTROL YOUR SUBSCRIPTIONS.