

TERMS AND CONDITIONS

Effective as of: July 01 2023

These terms and conditions of use (the "Terms") establish a legally binding contractual relationship between you and the Company.

For this reason, PLEASE READ THE TERMS CAREFULLY BEFORE USING THE SERVICE!

Please, keep in mind that this service includes subscriptions that automatically renew.

In particular pay attention to Section 16 "SUBSCRIPTION FEES AND PAYMENT" before starting a trial or completing a purchase for our web page or our app's auto-renewing subscription service.

By accessing our Website or our App and/or using our products or services in any way, you are agreeing to comply with and be bound by these Terms.

In addition, when using our Website or App, you agree to abide by any posted guidelines for all of products or services, which may change from time to time, and to comply with all applicable laws, regulations and rules.

If you object to any of these Terms, any guidelines, or any subsequent modifications, or if you become dissatisfied with the Website or the App or our products or services, you should immediately CANCEL YOUR SUBSCRIPTION and stop using our Website or App or our products or services!

Please, notice, that to avoid being charged you must affirmatively cancel your subscription at least 24 hours before the end of the free trial or then-current subscription period!

If you are unsure how to cancel a subscription or a free trial, please visit our Website (and hit the [Leave The Club button](#) located in the main menu of our Website) or visit the [Apple support](#) website, [Google Play help](#) (or any other app stores support pages), depending on where you have purchased your subscription.

Please, note that unsubscribing from our newsletters through your e-mail platform does not cancel your subscription and trials. Same with deleting the app: it does not cancel your subscriptions and trials.

We aim to provide information about our subscription policies near the point of purchase. Please review these policies prior to making purchases. We encourage you to make a print-screen of this information for your reference.

PLEASE NOTE: THESE TERMS CONTAIN A BINDING ARBITRATION PROVISION IN SECTION 18 THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS. THE ARBITRATION PROVISION REQUIRES THAT ALL DISPUTES BE RESOLVED IN ARBITRATION ON AN INDIVIDUAL BASIS.

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1. ACCEPTANCE OF TERMS

1.1 The provisions of the “Terms” govern the relationship between you and Bigly LLC with registered office at: 611 South DuPont Highway Suite 102, Dover, Delaware, United States, 19901 (“we”, “us”, “our” or the “Company”) regarding your use of the Company’s services (the “Service”), which include:

(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”).

1.2 These Terms establish a legally binding contractual relationship between you and the Company. For this reason, PLEASE READ THE TERMS CAREFULLY BEFORE USING THE SERVICE.

1.3. The terms, policies or documents that may be posted on the Service from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms at any time and for any reason. We may provide you with notice about some critical changes, for example by email or by posting notifications on the Service, but are not obliged to do so in every case. Any other changes will be notified to you only by updating the "Last updated" date of these Terms and you waive any right to receive specific notice of each such change. If you don't agree to the changes, you should stop using the Service. Use of the Service after any changes to these Terms are made means that you accept such changes.

1.4. Company's [Privacy Policy](#), as displayed on our Website and App, is part of these Terms. Please read it, because you are agreeing that it applies to our collection and use of information from you.

1.5. Any translation from English version is provided for your convenience only. In the event of any difference in meaning or interpretation between the English language version of these Terms available at <https://girl-power-club.com/terms>, and any translation, the English language version will prevail. The original English text shall be the sole legally binding version.

1.6. IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS, OR IF YOU ARE NOT ELIGIBLE OR AUTHORIZED TO BE BOUND BY THESE TERMS, THEN DO NOT MAKE ANY PURCHASES OR SUBSCRIPTIONS ON OUR WEBPAGE, DO NOT DOWNLOAD THE APP OR OTHERWISE ACCESS OR USE THE SERVICE.

2. DISCLAIMERS

2.1. The information (including, without limitation, advice and recommendations) on the Website, on the App and through our Newsletters is not intended as medical or healthcare advice, or to be used for medical diagnosis or treatment, for any individual problem. It is also not intended as a substitute for professional advice and services from a qualified healthcare provider familiar with your unique facts.

Always seek the advice of your Physician or other qualified healthcare provider regarding any medical condition and before starting any new treatment.

2.2. Your use of the Service is subject to the additional disclaimers and caveats that may appear throughout the Website, the App and with products and services featured by us. Further, we strongly encourage you to review these workouts, supplements, training plans, or anything else provided by our Service with your Physician.

Should your Physician advise against anything on our Service you agree to notify us in writing immediately and cease following any content provided by the Service until said time that your Physician approves of the workouts, meal plans, training plans, or anything else provided by the Service.

By using our Service you specifically agree to communicate with your Physician and you agree to indemnify Company for all injuries stemming from failing to review the plan with your Physician or following this extremely important Physician review element.

2.3. The company and its owners, principals, representatives and agents assume no responsibility for any consequence relating directly or indirectly to any action or inaction you take based on the information, products, services, or materials provided by us. While the company strives to keep the information on the featured products and services accurate (provided through the Service) complete, and up-to-date, we cannot guarantee, and will not be responsible for, any

damage or loss related to the accuracy, completeness, or timeliness of the information about the products and services provided by our Service through our Website, App, Newsletters or any other way.

2.4. You acknowledge that you take full responsibility to consult with a qualified healthcare professional to determine whether the usage of Service would be safe for you. You are expressly prohibited from using the service against any medical advice.

You acknowledge that you take full responsibility for your life and health, as well as life and health of your children (born and unborn) and other family members, and all your decisions now and in the future.

The requirement that you review this plan with your Physician is of EXTREME IMPORTANCE. Do not enroll in a contest or push yourself beyond your Physician's advice. As such we require that in order to use the Service you speak with your Physician about the concepts and recommendations BEFORE heading any advice obtained from us.

NOTIFY OUR CUSTOMER SUPPORT TEAM IMMEDIATELY IF THERE IS A DISAGREEMENT WITH YOUR DOCTOR AND OUR PLANS. IF YOU DO NOT SPEAK WITH A DOCTOR IT IS POSSIBLE THAT YOU MAY BE INJURED OR DIE. YOU SPECIFICALLY INDEMNIFY US FROM THIS RISK OF INJURY OR DEATH EVEN IF SUCH INJURY IS CAUSED BY YOUR DOCTORS ADVICE.

2.5. You expressly agree that we are NOT responsible for any of your health problems that may result from training programs, consultations, events or products you may learn about through the Service.

Your use of the Service does NOT constitute or create a doctor-patient, therapist-patient or other healthcare professional relationship between you and the company.

Should you have any health related questions, please call or see your physician or other healthcare professional promptly! In case of any emergency please call your local emergency services immediately!

2.6. You acknowledge that your diet and exercise activities involve risks, which may involve risk of a personal injury or even death and that you assume all risks. Before accepting or using the Service, you agree to release and discharge the company from any and all action, known or unknown, arising out of your use of Service.

2.7. The Service is NOT a substitute for professional healthcare services and may NOT be appropriate for every person. The service is intended only as an additional tool, which may be useful in achieving your overall health, fitness and wellness goals.

Therefore, to the maximum extent permitted by applicable law, you expressly agree that the Service does NOT provide any medical advice. All Content provided through the Service, whether provided by us or third parties (even if they are claiming to be a medical professional) is not intended to be and should not be used in place of an advice, call, visit or consultation of any qualified healthcare professionals.

2.8. The Company does NOT offer or provide any kind of medical advice, health insurance or other healthcare service, including (without limitation) any testing, evaluation, counseling, prescription, procedure or therapy related to nutrition, wellness, weight loss or exercise, mental health or related to diagnosis, prevention, avoidance or treatment of any illness, disease, injury or condition.

2.9. The company does NOT assume any liability for inaccuracies or misstatements about food recipes, exercises or other content on the Service. You acknowledge that you take full responsibility for careful reading of all information provided by the manufacturers of the food products, including nutrient content, food allergen and health claims before consuming the product. For additional information about a food product please contact its manufacturer directly using the contact information provided on the product label.

2.10. The testimonials and examples that may be provided on the Service are exceptional results, which do not apply to an average person and are not intended to represent or guarantee that anyone will achieve the same or similar results. Therefore you accept the risk that results will differ for each individual and acknowledge that we make no guarantees concerning the level of success you may experience.

2.11. You acknowledge that we can NOT guarantee your future results and your ability to maintain the results you experience if you stop following our programs.

2.12. You acknowledge that the use of the Service is based on your own due diligence and the Company is not liable for any success or failure of your physique that is directly or indirectly related to the purchase and use of the Service. You agree that your results may vary and will be based on many variables, including but not limited to: your unique health and genetic profile, life style and life experience, individual capacity and level of commitment.

2.13. In addition to all the limitations and disclaimers in these terms, the Company disclaims any liability or loss in connection with the Content provided on the Service. You are encouraged to consult with qualified healthcare professionals with regard to the information accessed through the Service!

2.14. The Service and all products and services provided by it through the Website, the App, our Newsletters and other ways are provided on an "As is" and "As available" basis. Except as specifically provided herein, to the fullest extent permissible pursuant to applicable law, the Company expressly disclaims all warranties of any kind, whether express or implied, including, without limitation, any warranties of merchantability, fitness for a particular purpose and non-infringement.

2.15. While the Company uses reasonable efforts to include accurate and up to date information on the Service, the company does not make any warranty that the information provided will meet your requirements, or that access to the Website, the App and Newsletters will be uninterrupted, timely, secure or error-free, or that defects, if any, will be corrected.

The Company makes no warranties as to the results that may be obtained from the use of the Website, the App, our Newsletters or the products and services featured thereon, or as to the accuracy, quality, or reliability of any information obtained through the Service.

You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Website, the App or our Newsletters is used at your own risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data.

No advice or information, whether oral or written, obtained by you from the Company or through the Website, the App or our e-mail Newsletters shall create any warranty not expressly made herein.

2.16. Your access to and use of the Service is at your own risk. The Company will have no responsibility for any harm to your computing system, loss of data, or other harm to you or any third party, including, without limitation, any bodily harm, that results from your access to or use of the Service, or reliance on any information or advice.

3. LIMITATIONS OF LIABILITY AND DAMAGES

3.1. You agree that company's legal liability, including the liability of its affiliates, officers, directors, shareholders, employees or agents, for any claim made by you arising out of your use of the Service or purchase of products or services offered through the Website, the App or our Newsletters shall be limited to the amount you paid to Company.

3.2. Under no circumstances will special, incidental, consequential or punitive damages be awarded, even if we have been advised of the possibility of such damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion may not apply to you. However in states where this limitation of liability may be illegal or otherwise enforceable you agree to the highest limitation of liability as would be permitted under state law as long as it does not exceed what is agreed to in this document. You understand that following this or any fitness advice may lead to injury or death and you agree to assume the risk of injury or death in using the Service.

4. INDEMNITY

4.2. You agree to defend, indemnify and hold Company, its affiliates, officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, attorneys, suppliers and employees, harmless from any claim or demand, including reasonable attorneys' fees and court costs, made by any third party due to or arising out of your use of the Service or our products or services, your violation of the terms, or your breach of any of your acknowledgements, agreements, representations, warranties and obligations herein.

4.1. You acknowledge that Company has set its prices and has provided access to the Service in reliance on these limitations of liability and damages and the indemnity in these terms, and that those limitations are an essential basis upon which Company provides its Website, App, Newsletters and offers its products and services. You agree that the limitations of liability and damages and the indemnity in these terms survive and apply even if found to have failed of their essential purpose.

5. COMPLIANCE WITH LAWS

5.1. You agree to comply with all applicable federal, state and local laws, regulations, rules and ordinances regarding your use of the Service, including, without limitation, laws regarding import/export of technical data by virtue of your online transmission.

6. LINKS TO THIRD PARTY SITES AND APPS

6.1. The Website, the App or our Newsletters may link to other websites (and Apps) that are independent of Company. These links are provided only as a convenience. We make no representation or warranty as to the accuracy, completeness or authenticity of the information contained in, or the products or services provided or sold by, any such site or app. You visit any such website or app at your own risk. You agree that Company is not responsible for any loss or damage of any sort you may incur from dealing with such third party websites or apps.

7. OWNERSHIP OF CONTENT

7.1. Company owns and operates its Website, App and Newsletters. Company or third parties own all right, title and interest in and to the materials provided on the Website and App, including but not limited to the "look and feel" of the Website and App including its logos, design, graphics, color combinations, page headers, button icons and other graphical elements, information, documents, sounds, service marks, trademarks and images (collectively, the "Materials").

7.2. The Company expressly reserves all rights, including all intellectual property rights, in all of the foregoing, and except as expressly permitted by these Terms, any use, redistribution, sale, decompilation, reverse engineering, disassembly, translation or other exploitation of them is strictly prohibited. The provision of the Service does not transfer to you or any third party any rights, title or interest in or to such intellectual property rights.

7.3. YOU MAY NOT COPY, REPUBLISH, REPRODUCE, UPLOAD, DOWNLOAD, DISPLAY, POST, DISTRIBUTE, OR TRANSMIT THE MATERIALS IN ANY WAY. NOTHING ON THIS WEBSITE CONFERS ANY LICENSE, EXPRESS OR IMPLIED, OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS. ANY RIGHTS NOT EXPRESSLY GRANTED TO YOU BY THESE TERMS ARE RESERVED BY US.

7.4. You acknowledge that all the text, images, marks, logos, compilations (meaning the collection, arrangement and assembly of information), data, other content, software and materials displayed on the Service or used by the Company to operate the Service (including the Webpage, the App, the Newsletters and its Content and excluding any User Content (as defined below)) is proprietary to us or to third parties.

7.5. You grant the Company the non-exclusive, worldwide, transferable, perpetual, irrevocable right to publish, distribute, publicly display and perform the User Content in connection with the Service.

7.6. All Website, App and Newsletters design, text, graphics, and the selection and arrangement thereof, are owned by company. All rights reserved.

8. USER INFORMATION

8.1. In order to use certain features of the Service, you may need to provide certain information about yourself as prompted by the registration form and/or register your profile ("Profile").

8.2. The information you submit to us as part of your registration, and any data, text and other material that you may submit or post to the Website and the App ("User Content") remain your intellectual property, and the Company does not claim any ownership of the copyright or other proprietary rights in such registration information and the User Content. Notwithstanding the foregoing, you agree that the Company may retain copies of all registration information and the User Content and use such information and the User Content as reasonably necessary for or incidental to its operation of the Service and as described in these Terms and the Privacy Policy.

8.3. If you provide the Company information about yourself as prompted by the registration form, you represent and warrant to the Company that:

- (i) your use of the Service does not violate any applicable law or regulation or these Terms
- (ii) all required registration information you submit is truthful and accurate;
- (iii) you will maintain the accuracy of such information;

Otherwise, we may not be able to contact you with important notices and the Service may not operate correctly.

8.4. You acknowledge your responsibility for maintaining the confidentiality of your Profile login information and agree that the Company CANNOT and will NOT be liable for any loss or damage arising from your failure to maintain it. You expressly agree that you are the only one who's responsible for all activities that occur under your Profile. You must immediately notify the Company of any unauthorized use (or suspected unauthorized use) of your Profile.

8.5. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have your parent or guardian read and agree to these Terms of Use prior to you starting to use the Service. Plus you must have the permission of, and be directly supervised by their parent or guardian to use the Service.

8.6. The Service is NOT intended to be used by individuals under age of 16. You hereby represent and warrant to the Company that you meet the foregoing qualification.

8.7. The Company reserves the right to suspend or terminate your access to the Service in the event that you break these Terms (with or without notice to you).

9. TRAINING AND MEAL PLANS

9.1. Before (and/or after) a Training and Meal plan purchase we require a detailed questionnaire to be completed by the customer that the Plan is being provided to. By completing this questionnaire the customer recognizes that in preparing this questionnaire they have disclosed true accurate and fair information about their health. Upon receipt of their plan the customer agrees to confirm with their Physician that the customer is medically cleared to engage in this type of athletic program.

The customer understands that providing false information and failing to seek a medical opinion as to their ability to carry out these plans could result in serious bodily injury and even death.

9.2. The customer is required to carefully review any provided plans against existing food allergies the customer may have. It is the customer's responsibility to verify that the plan does not use foods that he/she may be allergic to. While we attempt to tailor each plan to meet the dietary needs of the customer, the ultimate burden of ensuring that the customer does not eat a food with which they may have an allergy rests with the customer.

9.3. The customer understands that these plans are not a medical service and have not been reviewed by a medical doctor or health care professional and we do not warrant them as being reviewed by such. By completing the questionnaire the customer specifically agrees to indemnify and release the Company from any injury resulting from a discrepancy in this questionnaire or from own failure to seek medical advice to verify one's ability to engage in the athletic plan.

9.4. The customer understands and appreciates that these plans require proper supervision by a doctor. The customer agrees to review this plan with their doctor or otherwise indemnify the Company from any liability from using this plan without a doctor. The customer specifically understands that the Company does not have doctors on staff and that this service is provided to be used in conjunction with proper medical guidance.

10. ENFORCEMENT OF RULES AND POLICIES

10.1. In order to protect our rights, property, personal safety, and those rights, property and the personal safety of our users and viewers, and to ensure the integrity and operation of our business and systems, we may choose to cooperate with any law enforcement request for information or documents, any administrative, civil or criminal subpoena, or any court order, and we may disclose your information (including, without limitation, user profile information (i.e. name, e-mail address, etc.), IP addressing traffic information, and usage history regarding a user in connection with such circumstances.

10.2. You agree that Company shall not be liable to you or any third party for any termination of your access to the Service, and you agree not to attempt to use the Website, the App and any of our Content after said termination. We also reserve the right to report any activity that we suspect violates any law or regulation to appropriate law enforcement officials.

10.3. You are solely responsible for the content that you submit on or through the Service, and any content or information that you transmit to other users or third party advertisers on the Website, on the App and while interacting through our Newsletters.

10.4. We may investigate any reported violation of our policies or complaints and take any appropriate action. While we are not obligated to take any action, such action may include, but is not limited to (i) issuing warnings, (ii) suspension of your rights to use our Service or (iii) termination of your rights to use our Service.

10.5. We may allow you and users of our Service to communicate, submit, upload or otherwise make available personally identifiable information (including health and nutritional data), feedback about our products and services, videos, photos, media, text, reviews, images, audio, chats or any other content ("User Content"). User Content that you submit through our Service will be stored, maintained and used by the Company in accordance with our Privacy Policy. You acknowledge

that certain types of User Content that you submit, such as chats, videos, photos, reviews, and message board entries, may be accessed and viewed by the public.

10.6. In the event that a personal identifiable photograph or other User Content is posted on a site outside of the Company's control you reserve the right to enforce your property rights against that third party offender. You however agree to indemnify the Company from the leak or reposting and may not pursue damages against the Company for the dissemination of this User Content as long as it was used along with the terms of this agreement. If a leak happens in which an employee or contractor of the Company releases said images or other User Generated Content you understand and assume the risk of this dissemination. You may pursue that individual personally either civilly or criminally but you understand that in order for the Company to provide complete protection the cost to do so would be prohibitive to the business and as such they specifically designate that you assume that risk in using the Service.

10.7. You hereby grant the Company an exclusive and unlimited license to use such materials to promote their business and to create new and additional products for their users. Nevertheless any photographs or personally identifiable information will be removed (upon a written request) from Websites, Apps or Newsletters that are owned or operated by the Company.

10.8. You may not submit or upload User Content that the Company determines in its sole and absolute discretion is offensive or that harms or can reasonably be expected to harm any person or entity, whether or not such material is protected by law. We have the right, but not the obligation, to monitor, review, remove, modify, screen, post and store User Content or communications you submit, at any time and for any or no reason, without prior notice to you.

11. GOVERNING LAW

11.1. The Terms and the relationship between you and Company shall be governed by the laws of the State of Delaware without regard to any conflicts of laws principles.

12. SERVICE

12.1. We retain the right to implement any changes to the Service (whether to free or paid features) at any time, with or without notice. You acknowledge that a variety of Company's actions may impair or prevent you from accessing the Service at certain times and/or in the same way, for limited periods or permanently, and agree that the Company has no responsibility or liability as a result of any such actions or results, including, without limitation, for the deletion of, or failure to make available to you, any content or services.

12.2. The Company grants you a non-transferable, non-exclusive, license (without the right to sublicense) to (i) use the Service solely for your personal, non-commercial purposes, and (ii) use the Webpage, install and use the App, and use the information provided through our Plans and our Newsletters solely on your own PC or handheld mobile device (e.g., iPhone, Android, etc. as applicable) and solely for your personal, non-commercial purposes.

12.3. You agree, and represent and warrant, that your use of the Service, or any portion thereof, will be consistent with the foregoing license, covenants and restrictions and will neither infringe nor violate the rights of any other party or breach any contract or legal duty to any other parties.

12.4. You are solely responsible for obtaining the equipment and telecommunication services necessary to access the Service, and all fees associated therewith (such as computing devices and Internet service provider and airtime charges).

12.5. The Company has no obligation to provide you with customer support of any kind. However, the Company may provide you with customer support from time to time, at the Company's sole discretion.

13. APP STORES

13.1. You acknowledge and agree that the availability of the App is dependent on the third party from which you received the App, e.g., the Apple App Store, and/or other app stores (collectively, "App Stores" and each, an "App Store").

13.2. You agree to pay all fees charged by the App Stores in connection with the App. You agree to comply with, and your license to use the App is conditioned upon your compliance with, all applicable agreements, terms of use/service, and other policies of the App Stores. You acknowledge that the App Stores (and their subsidiaries) are a third party beneficiary of these Terms and will have the right to enforce these Terms.

13.3. You hereby release us, our officers, employees, agents and successors from claims, demands any and all losses, damages, rights, claims, and actions of any kind including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from any interactions with or conduct of any App Store.

14. THIRD PARTY ADS

14.1. The Service may contain links to third party websites or resources and advertisements for third parties (collectively, "Third Party Ads"). Such Third Party Ads are not under the control of the Company and the Company is not responsible for any Third Party Ads. The Company provides these Third Party Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Ads.

14.2. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

14.3. Your transactions and other dealings with Third Party Ads that are found on or through the App, including payment and delivery of related goods or services, are solely between you and such merchant or advertiser. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

14.4. Advertisements and other information provided by Third Party Ads may not be wholly accurate.

14.5. When you link to a third party site, the applicable service provider's terms and policies, including privacy and data gathering practices govern.

14.6. You hereby release us, our officers, employees, agents and successors from claims, demands any and all losses, damages, rights, claims, and actions of any kind including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from any interactions with or conduct of any Third Party Ads.

15. OTHER USERS

15.1. Each user of the Service is solely responsible his/her User Content. Because we do not control the User Content, you acknowledge and agree that we are not responsible for any User Content and we make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content, and we assume no responsibility for any User Content.

15.2. Your interactions with other Service users are solely between you and such user. You agree that the Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Service user, we are under no obligation to become involved.

15.3. You hereby release us, our officers, employees, agents and successors from claims, demands any and all losses, damages, rights, claims, and actions of any kind including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from any interactions with or conduct of any other Service users.

16. SUBSCRIPTION FEES AND PAYMENT

16.1. We may post clear and conspicuous subscription terms from time to time on our websites and within the Apps.

16.2. Certain features of the Service may be offered on a subscription basis for a fee. You may purchase a subscription directly from the Company or through an App Store either by
(i) paying a subscription fee in advance on a recurring interval disclosed to you prior to your purchase;
or (ii) pre-payment giving you access to the Service for a specific time period (together or separately "Purchase").

16.3. You authorize us and the App Stores to charge the applicable fees to the payment card that you submit.

16.4. By signing up for certain subscriptions, you agree that your subscription may be automatically renewed. Unless you cancel your subscription you authorize us and the App Stores to charge you for the renewal term.

16.5. We may offer a trial subscription for the Service. Trial provides you access to the Service for a period of time, with details specified when you sign up for the offer. Unless you cancel before the end of the free trial, or unless otherwise stated, your access to the Service will be automatically continued and you will be billed the applicable fees for the Service. IT IS ULTIMATELY YOUR RESPONSIBILITY TO KNOW WHEN THE FREE TRIAL WILL END.

16.6. We reserve the right, in our absolute discretion, to modify or terminate any free trial offer, your access to the Service during the free trial, or any of these terms without notice and with no liability. We reserve the right to limit your ability to take advantage of multiple free trials.

16.7. The period of auto-renewal will be the same as your initial subscription period unless otherwise disclosed to you on the Service. The renewal rate will be no more than the rate for the immediately prior subscription period, excluding any promotional and discount pricing, unless we notify you of a rate change prior to your auto-renewal.

16.8. To the maximum extent permitted by applicable laws, we may change Purchase fees at any time. We will give you reasonable notice of any such pricing changes by posting the new prices on or through the Website, the App, the Newsletter and/or by sending you an e-mail notification, or in other prominent way. If you do not wish to pay the new fees, you can cancel the applicable subscription prior to the change going into effect or/and abstain from pre-paying for access to the Service.

16.9. You must cancel your subscription in accordance with the cancellation procedures disclosed to you for the particular subscription. We will not refund fees that may have accrued to your account and will not prorate fees for a cancelled subscription.

16.10. The Service and your rights to use it expire at the end of the paid period of your subscription. If you do not pay the fees or charges due, we may make reasonable efforts to notify you and resolve the issue; however, we reserve the right to disable or terminate your access to the Service and may do so without notice.

16.11. Subscriptions purchased via an App Store are subject to such App Store's refund policies. This means we cannot grant refunds. You will have to contact an App Store support.

16.12. You agree that the Purchase is final, that Company will not refund any transaction once it has been made and that the Purchase cannot be canceled. When you make the Purchase, you acknowledge and agree that all Purchases are non-refundable or exchangeable. Since the Service is of a digital nature, we cannot accept any request for refunds and therefore your right of withdrawal is lost at this point. Notwithstanding anything to the contrary in the foregoing, the Company will provide refunds and/or Purchase cancellations in cases and to the extent required by mandatory provisions of the applicable law. The Company may also provide refunds at its own discretion and subject to our policies that may be published from time to time.

17. USER REPRESENTATIONS AND RESTRICTIONS

17.1. By using the Service, you represent and warrant that:

17.1.1. *You have the legal capacity and you agree to comply with these Terms;*

17.1.2. *You are not under the age of 16;*

17.1.3. *You will not use the Service for any illegal or unauthorized purpose;*

17.1.4. *Your use of the Service will not violate any applicable law or regulation.*

17.1.5. *You will not access the Service through automated or non-human means, whether through a bot, script or otherwise;*

17.1.6. *You are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country;*

17.1.7. *You are not listed on any U.S. government list of prohibited or restricted parties;*

17.2. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to refuse any and all current or future use of the Service (or any portion thereof).

17.3. You may not access or use the Service for any purpose other than that for which we make the Service available. The Service may not be used in connection with any commercial endeavors except those that are specifically authorized or approved by us.

18. DISPUTE RESOLUTION BY BINDING ARBITRATION

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS:

18.1. Summary

Most of your concerns can be resolved quickly to your satisfaction by contacting our Customer Service Center via support@girl-power-club.com. In the unlikely event that Customer Service cannot resolve your complaint to your satisfaction, or if we have not been able to resolve a dispute with you after trying to do so informally, we each agree to

resolve those disputes through binding arbitration rather than in court. Arbitration is less formal than a lawsuit. Arbitration uses a neutral arbitrator instead of a judge or jury, allows less discovery than courts, and is subject to very limited court review.

The American Arbitration Association (AAA) will serve as the arbitration provider.

We agree that any arbitration under these Terms will take place on an individual basis. Representative, group, collective or class actions or arbitrations are not permitted.

As explained below, if you prevail in arbitration, Company may pay you more than the amount of the arbitrator's award and will pay your actual, reasonable attorney's fees if you are awarded an amount greater than what Company offered you to settle the dispute before arbitration.

You may speak with your own lawyer before using this Website or App or purchasing any product or service, but your use of this Website or App and the purchase of any product or service constitutes your agreement to these Terms.

18.2. Arbitration Agreement

Company and you agree to arbitrate all disputes and claims between us before a single arbitrator. The kinds of disputes and claims we agree to arbitrate are intended to be broadly interpreted, including but not limited to:

- a) claims arising out of, or relating to, any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, advertising, or any other legal theory;
- b) claims that arose before these or any prior Terms became effective;
- c) claims that are currently the subject of purported class action litigation in which you are not a member of a certified class;
- d) claims that may arise after the termination of these Terms.

For the purposes of this Arbitration Agreement, references to "Company," "you," and "us," include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of our Website, our App and our products and services under these Terms or any prior agreements between us.

This arbitration agreement does not preclude your bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Terms, you and Company are each WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A REPRESENTATIVE, GROUP, COLLECTIVE OR CLASS ACTION OR ARBITRATION.

You acknowledge that use of this Website and/or App and/or purchase of products or services constitutes a transaction in interstate commerce. The Federal Arbitration Act ("FAA") governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement survives termination of these Terms.

A party seeking arbitration under these Terms must first send, by U.S. certified mail, a written Notice of Dispute ("Notice") to the other party. A Notice to Company should be addressed to: 1750 52 Av North, Saint Petersburg, FL, Attn: Bigly LLC, Notice of Dispute . Company may send a written Notice to the electronic mail address that you provided when you created an account, if any. The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought ("Demand"). If Company and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Company or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we are entitled.

You may download or copy a form to initiate arbitration from the American Arbitration Association ("AAA") website at:

<https://www.adr.org/support>

After Company receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your total claim is for more than \$75,000. If your total claim exceeds \$75,000, the payment of all arbitration fees will be governed by the AAA rules. The filing fee for consumer-initiated arbitrations is currently \$200, but this is subject to change by AAA, the arbitration provider. If you are unable to pay this fee and your total claim is for \$75,000 or less, Company will pay the filing fee directly after receiving a written request at the Notice Address. Except as otherwise provided herein, Company will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with these Terms. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought forth for an improper purpose (as measured by the standards in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse the Company for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules.

All arbitration proceedings will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes of the AAA (collectively, the "AAA Rules"), as modified by these Terms, and will be administered by the AAA. The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitrator is bound by these Terms. All issues are for the arbitrator to decide, except that issues relating to the scope, enforceability, and interpretation of the arbitration provision and the scope, enforceability, and interpretation of Article 23 are for the court to decide.

Unless Company and you agree otherwise, any arbitration hearings will take place in the county or parish of the Company's primary address. If your total claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, by a telephone hearing, or by an in-person hearing governed by the AAA Rules. If you choose to proceed either by telephone or in person, we may choose to respond only by written or telephonic response. If your claim exceeds \$10,000, the AAA Rules will determine whether you have a right to a telephone or in-person hearing. The parties agree that in any arbitration under these Terms, neither party will rely on any award or finding of fact or conclusion of law made in any other arbitration to which Company was a party. In all cases, the arbitrator shall issue a reasoned, written decision sufficient to explain the findings of fact and conclusions of law on which the award is based.

If the arbitrator finds in your favor in any respect on the merits of your claim, and the arbitrator issues you an award that is greater than the value of our last written settlement offer made before an arbitrator was selected, then Company will pay you either the amount of the award or \$2,000 ("the Alternative Payment"), whichever is greater, plus the actual amount of reasonable attorney's fees and expenses that you incurred in investigating, preparing, and pursuing your claim in arbitration (the "Attorney's Payment"). If we did not make you a written offer to settle the dispute before an arbitrator was selected, you will be entitled to receive the Alternative Payment and the Attorney's Payment, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the Alternative Payment and the Attorney's Payment at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits. In assessing whether an award that includes attorney's fees or expenses is greater than the value of Company's last written settlement offer, the arbitrator shall consider only the actual attorney's fees or expenses reasonably incurred before Company's settlement offer.

The right to attorney's fees and expenses discussed in paragraph (f) supplements any right to attorney's fees and expenses you may have under applicable law. If you would be entitled to a larger amount under applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorney's fees or costs. Although under some laws Company may have a right to an award of attorney's fees and expenses from you if it prevails in an arbitration, we will not seek such an award.

The arbitrator may award monetary and injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITIES AND NOT AS PLAINTIFFS OR CLASS MEMBERS IN ANY PURPORTED REPRESENTATIVE, GROUP OR CLASS ACTION OR ARBITRATION, OR IN THE CAPACITY OF A PRIVATE ATTORNEY GENERAL. Further, unless both you and Company agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative, group or class proceeding. The arbitrator may award any relief that a court could award that is individualized to the claimant and would not affect other customers. Neither you nor we may seek non-individualized relief that would affect other customers. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. All other claims remain subject to this Arbitration Agreement.

If the total amount in dispute exceeds \$75,000 or either party seeks any form of injunctive relief, either party may appeal the award to a three-arbitrator panel administered by AAA by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. An award of injunctive relief shall be stayed during any such appeal. The members of the three-arbitrator panel will be selected according to AAA rules. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, subject to any right of judicial review that exists under the FAA. Notwithstanding any provision in these Terms to the contrary, we agree that if we make any material change to this arbitration provision (other than a change to any notice address, website link or telephone number), that change will not apply to any dispute of which we had written notice on the effective date of the change. Moreover, if we seek to terminate this arbitration provision, any such termination will not be effective until at least thirty (30) days after written notice of such termination is provided to you, and shall not be effective as to disputes which arose prior to the date of termination.

19. DIGITAL MILLENNIUM COPYRIGHT ACT

19.1. If you are a copyright owner or an agent and believe that any Material or content on the Website or App infringes your copyright, you may submit a notification under the Digital Millennium Copyright Act ("DMCA") by providing the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;

4. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notifications of claimed infringement should be directed to our customer service department via: Bigly LLC, 1750 52 Av North, Saint Petersburg, Fl, Attn: Bigly LLC, DMCA Notice.

In order to contact Company regarding a complaint about the Website, the App, the Newsletters or Materials, please contact us at support@girl-power-club.com.

20. SEVERABILITY OF AGREEMENT

20.1. If any provision of the Agreement is found by a court or other binding authority to be invalid, you agree that every attempt shall be made to give effect to the parties' intentions as reflected in that provision, and the remaining provisions contained in this Agreement shall continue in full force and effect.

21. INTERNATIONAL USE

21.1. The Company makes no representation that the Service is accessible, appropriate or legally available for use in your jurisdiction, and accessing and using the Service is prohibited from territories where doing so would be illegal. You access the Service at your own initiative and are responsible for compliance with local laws.

22. ELECTRONIC SIGNATURES AND AGREEMENTS

You acknowledge and agree that by clicking on the button labeled "SUBMIT", "DOWNLOAD", "I ACCEPT" or such similar links as may be designated by the Company to accept the terms and conditions of these Terms, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by this Agreement. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, including without limitation the United States Electronic Signatures in Global and National Commerce Act.

23. CONTACT US

If you want to send any notice under these Terms or have any questions regarding the Service you may contact us at: support@girl-power-club.com

I HAVE READ THESE TERMS AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

BIGLY LLC (with registered office at 611 South DuPont Highway Suite 102, Dover, Delaware, United States, 19901)

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Our products, content and website services are for informational purposes only. We do not provide medical advice, diagnosis, or treatment.