

TERMS OF USE

Last Modified: April 29th, 2024

These Terms of Use, including any policies, rules and other terms that are expressly incorporated herein by reference (collectively, these “Terms”), set forth a legally binding agreement between you (“you” or “your”) and Under Wraps Personal Training LLC (“Under Wraps,” “we,” “us,” or “our”). These Terms govern your use of our website located at www.UnderWrapsboxinggym.com (the “Site”), and any content, information, products or services made available on or through the Site (collectively, the “Services”). Please read these Terms carefully before using the Site or any of the Services.

ARBITRATION NOTICE: SECTION 24 (DISPUTE RESOLUTION) OF THESE TERMS CONTAINS A MUTUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT WAIVES YOUR RIGHT TO A COURT HEARING AND JURY TRIAL. YOU AGREE THAT ANY AND ALL DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. PLEASE READ SECTION 24 (DISPUTE RESOLUTION) CAREFULLY.

1. ACCEPTANCE OF TERMS

By accessing or using the Site or the Services, or by clicking to accept these Terms when this option is made available to you, you accept and agree to be bound by these Terms. In addition to these Terms, your access to and use of certain portions or aspects of the Site, or your ability to access and/or use certain Services, may require you to accept additional terms and conditions, including, without limitation, Under Wraps standard membership policies and any applicable membership agreement(s) and/or waiver(s) for your applicable studio(s) (collectively, “**Additional Terms**”). The Additional Terms are hereby incorporated and made a part of these. Terms by this reference.

THESE TERMS GOVERN YOUR ACCESS TO AND USE OF THE SITE AND THE SERVICES. BY USING THE SITE AND/OR ANY OF THE SERVICES, YOU EXPRESSLY AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE SITE OR THE SERVICES.

2. AGE REQUIREMENTS

You must be at least the age of majority in your state of residence, and fully able and competent to enter into and abide by the terms and conditions of these Terms, in order to access and use the Site and the Services. Individuals under the age of majority are not eligible to use the Site or the Services and may not submit any personal information to us. You acknowledge and agree that your ability to access and/or use certain Services may require a minimum age that is higher than the applicable age of majority. By accessing or using the Site and/or the Services, or by clicking to accept these Terms when this option is made available to you, you represent and warrant that you are at least the age of majority in your state of residence, are legally entitled to enter into these Terms, are legally able to enter into any and all purchase

agreements with us and our partners, vendors, agents and service providers, and have the right, authority and capacity to enter into and abide by the terms and conditions of these Terms.

3. MODIFICATION TO THESE TERMS

We may amend or modify these Terms at any time. We will e-mail you or post a notification on the Site in the event of any material changes to these Terms. Such changes, whether in the form of modifications, additions or deletions, shall be effective when specified in the relevant notification or, if the change is immaterial, immediately upon appearing on the Site. Please check these Terms periodically for changes. Your continued use of the Site and/or the Services following our posting of any changes to these Terms means that you accept and agree to those changes.

4. PRIVACY POLICY

Your personal information and privacy are important to us. Our Privacy Policy governs the processing of all personal data collected from you in connection with your use of the Site and/or the Services. The Privacy Policy and its terms and provisions are hereby incorporated and made a part of these Terms by this reference. You must agree to the Privacy Policy in order to use the Site and/or the Services.

5. ACCESSIBILITY

Under Wraps is committed to helping those with disabilities access the Site and/or Services. We strive to provide an excellent online experience for all our guests – including those with sight, hearing and other disabilities. If you have difficulty using or accessing any element of the Site or the Services or if you have any feedback regarding accessibility of the Site or the Services, please feel free to contact us at underwrapspersonaltraining@gmail.com.

6. MOBILE SERVICES

Certain of the Services are available via a mobile device. To the extent you access the Services through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing or using certain Services, may be prohibited or restricted by your carrier, and not all Services may work with all carriers or devices. You agree that we may communicate with you by SMS, MMS, text message or other electronic means to your mobile device.

You agree to receive automated marketing calls or texts (e.g., marketing, promotions, discounts, offers for products and/or services, etc.) from or on behalf of Under Wraps at the phone number(s) you have provided to Under Wraps. Such consent is not a condition of purchasing products or services from us. You acknowledge that message frequency varies and that message and data rates may apply. You further acknowledge that certain of such calls or texts may be artificial and/or pre-recorded. You may opt out at any time by following the applicable instructions provided in such calls or texts.

To the extent these Terms provide for usage rules applicable to an application that are less restrictive than, or otherwise conflict with, the terms of service of the application store ("App Store TOS") from which the application was purchased, the more restrictive or conflicting provision in such App Store TOS will govern and apply.

7. ACCOUNT ACCESS INFORMATION

In the event you are required to create an account to access any part of the Site and/or Services, you must treat your account information (including, without limitation, your username, password and any other

piece of information required as part of our security procedures) as confidential, and you must not disclose the foregoing to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person or entity with access to the Site and/or Services or portions of it using your username, password or other security information. 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 agree to be responsible for any use of the Site and/or Services or portions of it using your username, password or other security information. We have the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time, if you have violated any provision of these Terms.

8. SUBSCRIPTION MEMBERSHIPS

You can find a description of our membership offering(s) ("**Membership**") in the Site. All Memberships are subject to Under Wraps standard membership policies and your applicable membership agreement(s) with your applicable studio(s). You may purchase a Membership in the Site by paying a membership fee in advance on a monthly basis or another interval that we disclose to you in advance (each, an "**Interval**"). Once your initial Membership payment is processed, and effective as of that date (the "**Membership Start Date**"), your Membership shall immediately commence and shall continue to be effective for an initial period of one (1) Interval following your Membership Start Date (the "**Initial Membership Period**"). **YOUR MEMBERSHIP AUTOMATICALLY RENEWS FOR ADDITIONAL, SUCCESSIVE ONE (1) INTERVAL PERIODS (E.G., SHALL CONTINUE ON A MONTH-TO-MONTH BASIS) (EACH, A "RENEWAL MEMBERSHIP PERIOD"), AND AT THE BEGINNING OF EACH INTERVAL WE WILL AUTOMATICALLY BILL THE MEMBERSHIP FEES FOR SUCH INTERVAL TO YOUR PAYMENT METHOD, UNTIL YOUR MEMBERSHIP IS CANCELED OR TERMINATED.**

Members must provide a 30-day notice of cancellation in accordance with the Studio's policy. Cancellation requests can be made in person by signing the cancellation request form at the Studio or by mailing a letter with their intent to cancel to the following address:

Under Wraps

231 E Broad Street

Westfield, NJ 07090

If a charge is scheduled within the 30-day notice period, that charge will be considered the member's final payment, and access to the Studio will continue for 30 days after the final payment.

Freeze Policy

Members may freeze their account for up to 4 months out of a 12-month period. Each month of freeze incurs a fee of \$15, which will be charged to the member's account during the freeze period. Freezes do not have to be consecutive months.

Freeze fees can only be waived with a manager's exception or with a doctor's note, and only management can apply freezes.

During the freeze period, the members' access to the studio and participation classes will be temporarily suspended. The membership will automatically resume at the end of the freeze period, and regular

monthly charges will resume unless the Member requests a further extension of the freeze or cancels the membership according to the cancellation policy outlined in the Agreement.

9. RESTRICTIONS ON USE

Solely for Personal Use

You may use the Site, the Services and all associated content solely for your personal use and enjoyment. The Site, the Services, or any portion thereof may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent.

Accuracy of Information as Condition to Site Access

To access parts of the Site or the Services, you may be asked to provide certain, sometimes personal, information. It is a condition of your use of the Site or the Services that all the information you provide on the Site or the Services is correct, current and complete.

Restrictions

When accessing or using the Site or the Services you **may not**:

- Use any device, software or routine to interfere with the proper functioning of the Site;
- Transmit any unlawful, threatening, abusive, libelous, defamatory, discriminatory, obscene, vulgar, pornographic (including, but not limited to, child pornography), profane, obscene, lewd, lascivious, filthy, vile or indecent information of any kind, including images and language;
- Transmit any message that constitutes, encourages or incites conduct that would constitute a criminal offense or give rise to civil liability;
- Transmit or solicit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights; is protected by copyright, trademark, or other intellectual property or proprietary rights; or is a derivative work with respect thereto, without first obtaining permission from the owner or right holder;
- Transmit any information, software or other material that contains a virus, Trojan horse, time bomb, worm or other rogue programming or other harmful component;
- Use any software, tool, data, device or other mechanism to navigate or search the Site, other than generally available browsers or a search engine provided by us;
- Use spiders, robots, data mining techniques or other automated devices or programs to catalog, download or otherwise reproduce, store or distribute any information or content available on the Site;
- Frame or utilize framing techniques to enclose any aspect of the Site, including any trademark, logo or other proprietary information (including, but not limited to, images, text, page layout or form) without our express written consent;
- Use any metatags or any other "hidden text" utilizing our name or trademarks without our express written consent;
- Violate or attempt to violate any security features of the Site (it being acknowledged that any violation of system or network security may subject you to civil and/or criminal liability);
- Violate security features that prevent or restrict use or copying of any content or enforce limitations on use of the services or the content on the Site, including, without limitation, by use of any manual or automated software, devices, scripts bots, crawlers, spiders, data miners, scraping or other automatic access tools;

- Access content or data not intended for you or logging onto a server that you are not authorized to access;
- Attempt to probe, scan or test the vulnerability of the Site, or any associated system or network, or to breach security or authentication measures without proper authorization;
- Interfere or attempt to interfere with service to any visitor, host or network, including, without limitation, by means of submitting a virus to the Site, overloading, “flooding,” “spamming,” “mail bombing” or “crashing;”
- Use the Site to send unsolicited e-mail, promotions, “junk mail,” “spam,” “chain letters,” “pyramid schemes” or advertisements;
- Forge any TCP/IP packet header or any part of the header information in any e-mail or in any posting; or
- Attempt to modify, reverse-engineer, decompile, disassemble or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by us in providing the Site.

10. USER COVENANTS

By accessing or using the Site and/or the Services, you agree to, acknowledge, and represent as follows:

- You will comply with all applicable federal, state or local laws, rules and regulations in using the Site and/or the Services, and you will not perform or fail to perform any act that you know or reasonably should know would place us or our affiliates in violation of any applicable law, rule or regulation.
- You have the authority and capacity, under the laws of the state or jurisdiction in which you reside, to make the representations and warranties and be bound by the covenants provided herein.

11. COPYRIGHTS, TRADEMARKS AND OTHER PROPRIETARY RIGHTS

When accessing and using the Site and/or the Services, you agree to obey all applicable laws and to respect the intellectual property rights of others. You agree that you shall be solely responsible for any violations of any relevant laws and for any infringement of third-party rights caused by any User Content (as defined below) that you provide or transmit to us.

As between you and us, all content on the Site and the Services, including text, hidden text within our source code, trademarks, software, photos, video, images, graphics, music, audio-visual content, podcasts, recordings, sound or any other digital media, is owned by us and/or our licensors and is subject to protection by patent, copyright, trademark or other intellectual property or proprietary rights. In addition, the entire content of the Site is copyrighted as a collective work under the United States copyright laws, and we own the copyright in the selection, coordination, arrangement and enhancement of such content. Any feedback, suggestions or ideas you provide to us relating to the Site and/or the Services shall be deemed to be non-confidential and we shall be free to use such feedback, suggestions or ideas on a royalty-free, perpetual, irrevocable, worldwide, transferable, unrestricted basis.

All trademarks, trade names, trade dress, logos and service marks (collectively, the “**Trademarks**”) appearing on the Site and/or the Services are the property of their respective owners, including, in some instances, us and/or our partner companies. Nothing contained on the Site, the Services or these Terms serves to grant you, by implication or otherwise, a license or right to use any of the Trademarks or copyrights owned by us or by any third party.

Except as expressly provided herein, you may not use, modify, create derivative works of, copy, redistribute, reproduce, publish, transmit, display, commercialize, or in any other way exploit any content or material from the Site or the Services without express written permission from us and, if applicable, the respective copyright owner. You acknowledge and agree that you do not acquire any ownership rights by accessing or using the Site and/or the Services.

12. USER CONTENT

You are, and shall remain, solely responsible for the content of any materials, including, without limitation, User Generated Social Media Content (as defined below), materials, submissions, artwork, logos, service marks, trademarks, images, text, ideas, notes, drawings, photographs, graphics, messages, concepts, or other information or communications (collectively, “**User Content**”) you send, provide, upload, post or transmit to us via the Site, the Services, the Internet, e-mail or otherwise. We welcome our customers to share photos and videos of their Under Wraps experiences, products and/or services online, including on social media websites, social media applications, and social sharing websites. You may grant us permission to use, share and/or re-post your photos, videos, reviews or other content (collectively, “**User Generated Social Media Content**”) by tagging or mentioning Under Wraps with such User Generated Social Media Content.

You hereby grant to us and our affiliates, the royalty-free, perpetual, irrevocable, worldwide, transferable, non-exclusive right and license to use, reproduce, modify, adapt, publish, share, re-post, translate, create derivative works of, and display User Content, without payment, royalties, or other consideration to you, in connection with (i) the operation of the Site, (ii) providing you the Services, and (iii) for our business purposes, including, without limitation, promotion, advertising or marketing of Under Wraps, in any form, medium or technology now known or later developed. By granting us permission to use your User Generated Social Media Content you also hereby grant us permission to use and authorize others to use your name and/or social media handle in association with your User Generated Social Media Content for identification, publicity related to Under Wraps and the Services, and similar promotional purposes. While our general policy is to credit User Generated Social Media Content to their respective copyright holders, image/content credit is not guaranteed. Subject to existing laws, you hereby waive any moral rights that you may have in any User Content. In addition, you release the Under Wraps Parties (as defined below) from all claims, demands, actions, or suits in connection with your User Content or User Generated Social Media Content, including any liability related to the Under Wraps Parties’ use or non-use of your User Content or User Generated Social Media Content, claims for defamation, invasion of privacy, right of publicity, emotional distress or economic loss.

You represent and warrant that you are the owner of or have the right to license User Content and that your User Content does not and will not infringe, misappropriate or violate the intellectual property or other proprietary rights of any third party. You must not send, upload, post or transmit to us any User Content to which you do not hold the necessary rights or which violate or infringe upon the intellectual property or other proprietary rights of others. In addition, your User Content may not: (a) contain any personally identifiable information, including contact information for you or any person; (b) bully, threaten, abuse, harass, degrade or mock, or contain, depict or promote any threats to, any person, place, property, business or group; (c) contain, depict or promote any libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd or otherwise inappropriate content; (d) contain or depict any symbols, words or slurs that are widely considered offensive to individuals of a certain race, gender, ethnicity, religion, sexual orientation or socioeconomic group; (e) contain, depict or promote any unreasonably dangerous or reckless behavior or activity, including, without limitation, violence, abuse, cruelty to animals, use of illegal drugs, excessive or inappropriate use of alcohol or legal drugs or any

conduct that constitutes a criminal offense or gives rise to civil liability; (f) share or transmit unsolicited advertising, spam or junk or bulk messages; or (g) involve impersonation of any other individual or misrepresentation of your professional or other affiliation with any other person or entity.

You acknowledge that Under Wraps and its affiliates shall have the right (but not the obligation) in their sole discretion to remove any User Content that violates these Terms or may otherwise be objectionable. You further acknowledge and agree that we may preserve User Content and may also disclose User Content if required to do so by law or if there is certain belief that such preservation or disclosure is reasonably necessary to: (A) comply with legal process; (B) enforce these Terms; (C) respond to claims that the pilates User Content violates the rights of third-parties; or (D) protect the rights, property, or personal safety of Under Wraps, its users and the public. We advise that you keep a copy of all User Content uploaded to the Site and/or Services. We maintain no guarantee that User Content uploaded into the Site and/or Services will be available in the future and are not liable for loss of User Content under any circumstance.

13. MONITORING; COPYRIGHT COMPLAINTS

You agree that we have the right, but not the obligation, to monitor, suspend, terminate, edit, disclose, refuse to post, or remove at any time, for any reason in our sole discretion, any material, content and/or activity anywhere on the Site or the Services, including, without limitation, any User Content. In the event you post or provide content in violation of these Terms or to which you do not have adequate rights, we may suspend or terminate your access to or use of the Site or the Services. Notwithstanding this right, we do not and cannot review all materials submitted to the Site or the Services. If notified, we will investigate an allegation that content transmitted to us is in violation of these Terms and determine whether to have the communication removed. However, we assume no responsibility or liability arising from or relating to any actions or content transmitted by or between you or any third party within or outside of the Site or the Services, including, but not limited to, any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger or inaccuracy contained therein.

Digital Millennium Copyright Act

We may, in appropriate circumstances, terminate the access of users who infringe or otherwise violate the rights of others. While we reserve the right to terminate the access of users who infringe or otherwise violate the rights of others in our sole discretion, if you are a Repeat Offender (as defined below), your access to the Site or the Services will be suspended or terminated. **“Repeat Offender”** shall mean any user of the Site or the Services against whom we receive three (3) or more Infringement Notifications (as defined below).

If you believe that your work has been copied and is accessible on the Site or Services in a way that constitutes copyright infringement, you may notify us (each, an **“Infringement Notification”**) by providing the following information (as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (**“DMCA”**), 17 U.S.C. sec. 512):

- A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at the Site are covered by a single notification, a representative list of such works at the Site;
- 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 us to locate the material;

- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and if available, an e-mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by you, your agent, or the law; and
- 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.

Please send the written communication to our copyright agent by e-mail and by U.S. Mail to:

Under Wraps
231 E BROAD STREET
WESTFIELD, NJ 07090
Attn: DMCA Agent
E-mail: underwrapspersonaltraining@gmail.com
E-mail Subject: "DMCA Request"

14. REVIEWS

We may provide specific opportunities for you to tell us and other users what you think about our products or other services made available on our Site ("**Reviews**"). If you take elect to provide a Review, you understand and agree that you shall state your opinions lawfully, honestly and in good faith and reveal to others any conflict of interest or relationship that might influence your views, if applicable. You hereby grant to us and our affiliates, the royalty-free, perpetual, irrevocable, worldwide, transferable, non-exclusive right and license to use, reproduce, modify, adapt, publish, share, re-post, translate, create derivative works of, and display your Reviews, without payment, royalties, or other consideration to you, in connection with (i) the operation of the Site, and (ii) for our business purposes, including, without limitation, promotion, advertising or marketing of Under Wraps, in any form, medium or technology now known or later developed (including, without limitation, on any of our social media accounts). All Reviews are strictly the opinion of the user posting such Review, and we do not endorse or approve any such Reviews, nor do we have any responsibility or liability for the accuracy, appropriateness or content of such Reviews.

15. THIRD-PARTY SITES; LINKING AND FRAMING

We may provide links and pointers to websites, goods and/or services maintained, owned or controlled by others ("**Third-Party Sites**") that are not affiliated with us and may be located in different countries and that may subject to different regulatory and other legal requirements. We have not reviewed all of the Third-Party Sites linked to the Site or the Services and are not responsible for the content or services offered on such Third-Party Sites, including, but not limited to, any advertising, order processing and fulfillment, or payment terms related to such Third-Party Sites. Access to Third-Party Sites through the Site or the Services does not constitute an endorsement by us or any of our subsidiaries or affiliates of any such Third-Party Sites, or the content or services offered by them. We have no responsibility or liability for these Third-Party Sites' independent policies or actions and are not responsible for the privacy practices of such Third-Party Sites or retailers. Complaints, claims, concerns or questions regarding Third-Party Sites should be directed to the applicable third party.

If we provide links to social media platforms, such as Facebook, TikTok, Instagram or Twitter, and you choose to visit any such social media platforms through our links, please note that the personal information you post, transmit or otherwise make available on or through such social media platforms may

be viewed by the general public. We do not control any content or information made available on such social media platforms and we are not responsible for any third-party use of any such content or information, including, without limitation, personally identifiable information, that you have posted, transmitted or otherwise made available on such social media platforms.

You shall not mirror or frame the Site or Services or any part thereof. You shall not link to the Site or Services on any other site, service or product which, as determined by Under Wraps in its sole discretion, (i) publishes, contains, broadcasts or promotes libelous, abusive, offensive, harassing, violent, inflammatory, threatening, defamatory, obscene, indecent, sexually explicit, pornographic or otherwise objectionable materials, (ii) promotes discrimination on the basis of race, sex, religion, nationality, disability, sexual orientation or age, or (iii) publishes, contains, broadcasts or promotes materials that could give rise to any civil or criminal liability under U.S. or international law. You also shall not link to the Site or Services in such a way as to suggest any form of association, approval or endorsement on Under Wraps' or its affiliates' part. If we notify you of a violation of this paragraph, you shall immediately take down the link to the Site or Services.

16. UPDATES

We will not be liable if, for any reason, all or part of the Site or the Services is ever unavailable. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site or the Services, or any part thereof, with or without notice. We undertake no obligation to update, amend or clarify information on the Site or the Services, except as required by law. No specified update or refresh date applied on the Site should be taken to indicate that all information on the Site or the Services has been modified or updated. Please remember when reviewing information on the Site or the Services that such information may not represent the complete information available on a subject. In addition, subsequent events or changes in circumstances may cause existing information on the Site or the Services to become inaccurate or incomplete.

On occasion, information on the Site or the Services may contain errors. We reserve the right to, at any time without prior notice, correct any errors, inaccuracies, or omissions, and to change or update information.

17. PURCHASES

Products, Prices and Promotions

Products offered on the Site are offered subject to availability. All products should be used strictly in accordance with any applicable instructions, precautions and guidelines. All prices, discounts and promotions posted on the Site are subject to change without notice to the extent permitted by applicable law. We may, from time to time, offer promotions or other discounts on product purchases. We reserve the right to suspend any such promotions, update product information and change prices at any time without notice. Furthermore, we reserve the right to change, limit, refuse or cancel any order you place with us at our sole discretion. If we change or cancel an order, we will attempt to notify you by contacting the e-mail and/or billing address and/or phone number provided at the time the order was made.

We strive to display accurate price information; 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.

Coupons/Discount Codes

Use is limited to one (1) time per coupon and/or discount code per customer and subject to the terms and conditions of the applicable coupon and/or discount code. Discounts will be applied at checkout. Online offers have no cash value and are not redeemable for cash. Coupons and discount codes are not valid on previous purchases or when combined with other promotional offers.

Payment Terms

Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us before our acceptance of an order. By entering into any transaction on the Site, you represent, warrant and covenant that all information you provide is true, correct and complete (including, without limitation, your credit card information and billing address); that any credit card transactions submitted by you are authorized; that charges incurred by you will be honored by your credit card company; that you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Site at the time of your order; and that you are the legal holder of any credit card or payment account used to enter into any transaction on the Site. If, in our sole discretion, we determine that: (i) your means of payment is not valid, (ii) a transaction is not authorized, (iii) your means of payment cannot be processed or verified at the time of any charge, (iv) a charge is disputed for any reason other than failure by us to deliver the item(s) purchased by you, (v) you have abused or misused promotions or promotion codes, as applicable, or (vi) you have otherwise used the Site to enter into an improper transaction, we reserve the right to immediately terminate any pending transactions, suspend your access to the Site, and terminate all of our obligations hereunder.

Payment Processing

By agreeing to these Terms, you consent that the payment processing services for products purchased on the Site are provided by a third-party payment processor.

Shipments: Delivery

To the extent applicable, we will arrange for shipment of the products to you. Risk of loss passes to you upon delivery of the products to the carrier. You will pay all shipping and handling charges specified during the ordering process. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

Returns and Exchanges

With respect to the products offered via the Site, please see the Site for any applicable return policy (it being acknowledged that certain products may not be eligible for returns). If a product is eligible for returns, unless otherwise specified on the Site, our policy is to accept returns of products within thirty (30) days following placement of order and refund your purchase price, less the original shipping and handling costs and less the shipping and handling costs for such return, so long as such return is made with valid proof of purchase and original packing slip and provided such products are returned in unused and unopened condition. Unless otherwise specified on the Site, to return products, you must first email us at operations@UnderWrapsboxinggym.com including your order number in the subject line in order to initiate the return and to receive instructions for such return. You are responsible for all shipping and handling charges on returned items unless otherwise specified. If you feel that you did not receive your

purchased product and you have been charged, please contact us at underwrappersonaltraining@gmail.com

Resale of Products

The Site sells products to retail consumers only. You shall not use the Site to purchase products for re-sale or export. We reserve the right to immediately bar access to the Site and terminate the account of any user who violates this provision.

Questions

If you have any questions or concerns with your order, please e-mail us at underwrappersonaltraining@gmail.com.

18. DISCLAIMER OF WARRANTIES

THE SITE AND/OR THE SERVICES MAY PROVIDE YOU WITH CERTAIN INFORMATION, INCLUDING, WITHOUT LIMITATION, TUTORIALS, WORKOUTS OR RECOMMENDATIONS. ALL SUCH INFORMATION IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY AND DOES NOT CONSTITUTE MEDICAL OR OTHER PROFESSIONAL ADVICE OR AN OPINION OF ANY KIND. THE SITE AND THE SERVICES DO NOT PROVIDE OR REPLACE ANY MEDICAL PROFESSIONAL OR MEDICAL RESOURCE. YOU SHOULD CONSULT YOUR PHYSICIAN OR OTHER HEALTH CARE PRACTITIONER BEFORE STARTING ANY EXERCISE PROGRAM. THIS IS PARTICULARLY TRUE IF YOU OR YOUR FAMILY HAVE A HISTORY OF HIGH BLOOD PRESSURE OR HEART DISEASE, OR IF YOU HAVE EVER EXPERIENCED DISCOMFORT WHILE EXERCISING. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON THE SITE AND/OR THE SERVICES. FURTHER, ALL SUCH INFORMATION MADE AVAILABLE THROUGH THE SITE AND/OR THE SERVICES IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND YOU HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT ANY USE OF, OR RELIANCE ON, SUCH INFORMATION IS AT YOUR SOLE RISK.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE AND THE SERVICES (INCLUDING, WITHOUT LIMITATION, ANY PRODUCTS AND/OR SERVICES OFFERED VIA THE SITE) IS AT YOUR SOLE RISK. THE SITE AND THE SERVICES (INCLUDING, WITHOUT LIMITATION, ANY PRODUCTS AND/OR SERVICES OFFERED VIA THE SITE) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SITE OR THE SERVICES (INCLUDING, WITHOUT LIMITATION, ANY PRODUCTS AND/OR SERVICES OFFERED VIA THE SITE) WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, UNFAILINGLY SECURE, OR ERROR-FREE, THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR THE SERVICES WILL BE ACCURATE OR RELIABLE, THAT THE QUALITY OF ANY INFORMATION OR MATERIALS OBTAINED BY YOU THROUGH THE SITE OR THE SERVICES WILL MEET YOUR EXPECTATIONS, AND THAT ANY ERRORS IN THE SITE OR THE SERVICES WILL BE CORRECTED. YOUR SOLE REMEDY AGAINST US FOR DISSATISFACTION WITH THE SITE OR THE SERVICES IS TO STOP USING THE SITE OR THE SERVICES, AS APPLICABLE. THE FOREGOING LIMITATION OF RELIEF IS AN ESSENTIAL PART OF THE BARGAIN BETWEEN YOU AND US UNDER THESE TERMS. PLEASE NOTE THAT SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE LENGTH OR SCOPE OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

19. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL Under Wraps AND/OR AFFILIATES AND EACH OF OUR AND THEIR RESPECTIVE LICENSORS, LICENSEES, FRANCHISEES, SERVICE PROVIDERS, CONTENT PROVIDERS, EQUITY HOLDERS, EMPLOYEES, REPRESENTATIVES, AGENTS, OFFICERS, DIRECTORS, MANAGERS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "Under Wraps PARTIES") BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE REASONABLY FORESEEABLE), RESULTING FROM (I) THE USE OR THE INABILITY TO USE THE SITE OR THE SERVICES (INCLUDING, WITHOUT LIMITATION, ANY PRODUCTS AND/OR SERVICES OFFERED VIA THE SITE); (II) ANY ACT OR OMISSION BY YOU THAT IS BASED (IN WHOLE OR IN PART) ON ANY INFORMATION, STATEMENT OR CONTENT THAT IS PROVIDED OR OTHERWISE MADE AVAILABLE TO YOU BY OR THROUGH THE SITE OR THE SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR OTHER DATA; OR (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE AND/OR SERVICES. IN NO EVENT SHALL THE COLLECTIVE LIABILITY OF THE Under Wraps PARTIES TO YOU, FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED, IN THE AGGREGATE, ONE HUNDRED U.S. DOLLARS (\$100). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND/OR THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, IN CERTAIN JURISDICTIONS, SOME OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU; ALL OTHER PROVISIONS OF THESE TERMS REMAIN IN FULL FORCE AND EFFECT.

20. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless the Under Wraps Parties from and against any and all claims, allegations, demands, actions, causes of action, lawsuits, investigations and proceedings (including any and all liability, damages, costs, expenses (including reasonable attorneys' fees), settlements, fines, penalties and losses of any kind or nature whatsoever resulting from any of the foregoing) arising out of or in connection with: (i) your violation or breach of these Terms; (ii) your use of the Site and/or the Services (including, without limitation, any products and/or services offered via the Site); (iii) your dispute with another user; (iv) your violation of any rights of any third party; (v) any claim related to your User Content; or (vi) your violation of applicable law. This indemnification obligation will continue after you stop using the Site and/or the Services. We reserve the right to assume the exclusive defense and control of any claim and matter otherwise subject to indemnification by you at your expense, and you shall not in any event settle or otherwise dispose of any matter without our prior written consent.

21. FORCE MAJEURE

We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, changes in law, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), cyberattacks, denial of service attacks, restraints or delays

affecting carriers, inability to obtain or delay in obtaining adequate or suitable supplies, breakdown of materials or telecommunications, or power outage.

22. CONSENT TO ELECTRONIC COMMUNICATIONS; NOTICES

You agree that we or our authorized agents may provide you in electronic form any information or other communications regarding our Services. These communications may be provided through our Site, e-mail, text message or another website. When you visit our Site, use the Services, or communicate with us electronically, you consent to receive communications from us electronically.

We may send you responses or notices by e-mail, posting to the Site, or written communication sent by U.S. Postal Service. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

23. GOVERNING LAW

These Terms and your use of the Site and/or the Services shall be governed by and construed for both substantive and procedural purposes in accordance with the laws of the State of California, U.S.A., without giving effect to any principles of any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the laws of any jurisdiction other than those of the State of California to apply.

24. DISPUTE RESOLUTION

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY PROVIDE THAT ANY AND ALL DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION.

Timing of Claims

Any cause of action or claim you may have with respect to the Site and/or the Services must be commenced within one (1) year after the claim or cause of action arises.

Arbitration and Venue

You agree that any dispute relating in any way to your use of the Site and/or the Services shall be submitted to confidential arbitration in Orange County, California, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court, and you consent to jurisdiction and venue in such courts.

If you elect to seek arbitration, you must first send to us, by certified mail, a written notice of your claim (each, a **"Notice"**). Your Notice must be addressed to: Under Wraps at 231 E BROAD STREET WESTFIELD, NJ 07090. If we initiate arbitration, we will send a Notice to you in accordance with these Terms. A Notice, whether sent by you or by us, must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. If we and you do not reach an agreement to resolve the claim within thirty (30) days after the applicable Notice is received, you or we may commence an arbitration proceeding.

Arbitration under these Terms shall be conducted by the American Arbitration Association under the rules then prevailing of the American Arbitration Association in accordance with its Commercial Arbitration

Rules and before a single arbitrator. Ultimately, the selected arbitrator must have expertise in the subject matter of the dispute. The expenses of the arbitration charged by the arbitrator shall be borne by the non-prevailing party or otherwise as appropriately allocated between the parties to the arbitration by the arbitrator in his or her discretion. However, in every other regard, each party shall pay for and bear its own costs and legal fees, costs, and expenses. The arbitration shall be completed within one hundred twenty (120) days of either giving notice or filing a demand to arbitrate with the American Arbitration Association (whichever shall first occur).

Final Arbitration

The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. The testimony, evidence, ruling and all documentation regarding any arbitration shall be considered confidential information. Neither party may use, disclose or divulge any such information unless otherwise required by law.

Class Action Waiver

To the fullest extent permitted by applicable law, no arbitration under these Terms shall be joined to an arbitration involving any other party subject to these Terms, whether through class arbitration proceedings or otherwise. You agree to an arbitration on an individual basis. IN ANY DISPUTE, NEITHER YOU NOR WE WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER USERS 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 (1) 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.

25. MISCELLANEOUS

The division of these Terms into sections and the headings of the various sections in these Terms are for convenience of reference only and shall not affect the construction or interpretation of these Terms. You acknowledge and agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to these Terms. Our failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these Terms. We may assign our rights and duties under these Terms to any party at any time without notice to you and without your express consent. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves you of any of your obligations under these Terms. Except with respect to Xponential Fitness LLC (in the case of Under Wraps), there shall be no third-party beneficiaries to these Terms. Any provision of these Terms that contemplates performance or observance subsequent to any expiration or termination of these Terms, or which is otherwise necessary to interpret the respective rights and obligations of the parties hereunder, shall survive any expiration or termination of these Terms and continue in full force and effect. If any provision of these Terms shall be held unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms, together with our Privacy Policy, and all other documents incorporated herein by reference, constitute the

entire agreement between the parties pertaining to the subject matter hereof and supersede any agreements previously existing between the parties with respect to such subject matter.

26. U.S. USE ONLY

The Site, and the content, services, products and incentives we may provide from time to time on and through the Site are intended to comply with U.S. state and federal laws and regulations. We make no representation that any of the materials or the services to which you have been given access are available or appropriate for use in other locations. Those who access or use the Site from other jurisdictions do so at their own volition and are responsible for compliance with local law. If you are a non-U.S.-based user, be advised that other countries may have laws or regulatory requirements that differ from those in the U.S. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, in certain jurisdictions, some of the above limitations of liability may not apply to you; all other provisions of these Terms remain in full force and effect.

27. NOTICE FOR CALIFORNIA USERS

Under California Civil Code Section 1789.3, California users of the Site are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N. 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

28. QUESTIONS

If you have any questions or comments regarding these Terms, our Privacy Policy, the Site, or the Services, please feel free to contact us by e-mail at underwrappersonaltraining@gmail.com.