

Terms of Use - Matrix

Terms of Use

NOTE: THIS SITE IS LOCATED IN THE UNITED STATES OF AMERICA, AND U.S. LAWS WILL APPLY

ACCEPTANCE OF TERMS THROUGH USE

Johnson Health Tech Co., Ltd., and our subsidiaries and affiliates (collectively, "JHT", "we", or "us") provide a variety of products, services, content and features through our various brands (including "Matrix Fitness"), our family of websites (including <https://www.matrixfitness.com/eng>) (the "Sites"), through our equipment interfaces, mobile and desktop or device applications (including @Cycle, Engage360, Asset Management, Facility Concierge, and JRNY) and through certain JHT controlled social media pages (including on Facebook, Instagram, Spotify and Twitter) that post a link to, reference, or include this Terms of Use (collectively, the "Service"). By registering with us, or by visiting, browsing, or using the Service in any way, you signify your agreement to all terms and conditions contained or referenced herein. If you do not agree to these Terms of Use ("Terms") please do not use the Service. JHT reserves the right to change these Terms, and your continued use of the Service constitutes agreement to all such changes. Please check the Terms periodically for changes.

If you engage with us through a social media platform these Terms are in addition to any terms and conditions governing the relevant social media platform. If you access the Services through an application platform on your device (such as Google Play or Apple's App Store) these Terms are in addition to any terms and conditions governing the relevant application platform, including, without limitation, any terms applicable to subscription Services accessed through such application platforms. We have no liability or responsibility for the third-party content, products or services available on any third-party platform or the actions or inactions of any third-party platform or any other user of such third-party platform.

PRIVACY

For information about our data practices, please see our [Privacy Policy](#).

LICENSE AND USE OF THE SERVICE

The Service is intended for personal, non-commercial use. Subject to your compliance with these Terms, we grant you a limited non-transferable, non-exclusive, revocable license to access and make personal use of the Service for your own personal, non-commercial purposes. This license is personal to you and may not be assigned or sublicensed to anyone else.

This license includes the right to view content available on the Service. You may print, copy and download any content available on the Service for your personal use only. This license does not

include any resale or commercial use of the Service or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Service or its contents; any downloading or copying of information for the benefit of a merchant or third party; or any use of data mining, robots, or similar data gathering and extraction tools without our express written consent.

You are granted a limited, revocable, and nonexclusive right to create a hyperlink(s) to the home page(s) of the Sites so long as the link does not portray us or the Service in a false, misleading, derogatory, or otherwise offensive matter.

You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, frame, create derivative works from, transfer, or otherwise use for commercial or public purposes in whole or in part any portion of the Service, except for the purposes expressly provided herein, without our prior written approval.

The Service may include software ("Software"). You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile, or otherwise try to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically authorized by JHT in writing. Unless JHT has given you specific written permission to do so, you may not assign (or grant a sublicense of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

JHT reserves the right, in its sole discretion, without any obligation and without any notice requirement, to change, improve or correct the Service, including, without limitation, information, materials and descriptions available through the Service and to suspend and/or deny access to the Service for scheduled or unscheduled maintenance, upgrades, improvements or corrections. The information and materials on the Service may contain typographical errors or inaccuracies. Any dated information is published as of its date only, and we do not undertake any obligation or responsibility to update or amend any such information. We may discontinue or change any product or service offered at any time.

To make purchases through the Service, or for access to certain features of the Service, you may be required to register and/or create an account, or to provide information about yourself (such as payment, identification or contact details). You agree that any information you provide to JHT will always be accurate, correct and up to date. If you create or are provided a password in connection with your use of the Service, you are responsible for keeping your password secure. JHT cannot and will not be liable for any loss or damage from your failure to maintain the security of your account and password. You are responsible for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify JHT immediately. You hereby certify that any email account you provide to us is registered to you.

A breach or violation of any of these Terms, as determined in the sole discretion of JHT, may result in an immediate termination of your account and/or access to the Service. In addition, we

may immediately terminate or suspend any paid subscription portion of the Service, without notice, if subscription fees are overdue.

Unauthorized use of the Service, including, but not limited to, unauthorized entry into JHT systems, misuse of passwords or misuse of any other information, is strictly prohibited. You may not use the Service in any manner that could damage, disable, overburden, or impair any element of the Service or interfere with any other party's use and enjoyment of the Service. You may not attempt to gain unauthorized access to the Service or computer systems or networks connected to the Service, through hacking, password mining or any other means. You agree that you will not engage in any activities related to the Service that are contrary to applicable laws or regulations. Any unauthorized use of the Service terminates the permissions and license granted hereunder.

You acknowledge and agree that if JHT disables access to your account, for any reason, you may be prevented from accessing certain features of the Service, your account details or any files or other content which is contained in your account. We may, but have no obligation to, remove content or accounts containing content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms.

Except as expressly set out in these Terms, under no circumstances will JHT have any liability to provide access to your account details, files, data, or content which is contained in your account, or for any such data or content being lost or destroyed. Except as expressly set out in these Terms, all data collected by JHT based on your use of the Service is owned by JHT.

USE BY MINORS

The Service is intended for use by users who are eighteen (18) years of age or older. Access to or use of the Service by anyone under eighteen (18) without the express permission of their parent or legal guardian is unauthorized, unlicensed and in violation of these Terms. By using the Service, you represent and warrant that you are eighteen (18) or older, or that your parent or guardian has registered you through the Service and has expressly given you permission to use the Service and that you agree to abide by these Terms. Use of the Service by anyone under the age of sixteen (16) is strictly prohibited.

DISCLAIMER OF WARRANTIES

The Service is provided on an "AS IS," and "AS AVAILABLE" basis. You therefore use the Service (including, without limitation, any training programs included in the Service ("Training Programs")) at your own risk. Other than expressly provided in writing by JHT in connection with your purchase of a JHT product (for example, our exercise equipment), JHT does not warrant the Service, either expressly or impliedly, for any particular purpose and expressly disclaims any implied warranties, including but not limited to, warranties of title, non-infringement, merchantability or fitness for a particular purpose. JHT will not be responsible for any loss or damage that could result from interception by third parties of any information or services made available to you as part of the Service. JHT cannot and does not guarantee the accuracy, validity, timeliness or completeness of any information or data made available to you

for any particular purpose. Neither JHT, nor any of its directors, officers or employees, nor any third party vendor, will be liable or have any responsibility of any kind for any loss or damage that you incur in the event of any failure or interruption of the Service, or resulting from the act or omission of any other party involved in creating the Service, including the data contained in, or the products or services offered as part of, the Service, or from any other cause relating to your access to, inability to access, or use of the Service, whether or not the circumstances giving rise to such cause may have been within the control of JHT or of any third party vendor. This includes, but is not limited to, damages from the transmission of any viruses which may infect a user's equipment, failure of mechanical or electronic device, equipment or communication lines, telephone or other interconnect problems (e.g., you cannot access your internet service provider), unauthorized access, theft, operator errors, strikes or other labor problems or any force majeure. No advice or information, whether oral or written, obtained by you from JHT or through or from the Service shall create any warranty not expressly stated in these Terms. JHT does not represent or warrant to you that: (a) your use of the Service will meet your requirements; (b) your use of the Service will be uninterrupted, timely, secure or free from error; (c) any information obtained by you as a result of your use of the Service will be accurate or reliable; or (d) that defects in the operation of functionality of any Software provided to you as a part of the Service will be corrected.

DISCLAIMER REGARDING MEDICAL AND PROFESSIONAL ADVICE

The Service and material provided on the Service, including, without limitation, in Training Programs are for general informational purposes only. JHT is not a health care practitioner and has no expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise or treatment on a medical condition. JHT is not intended to be a substitute for professional medical or psychological advice, diagnosis, or treatment. You are responsible for your own health, diet research and decisions; therefore, JHT requires that you consult with your physician or health care practitioner before dieting, making any personal health decisions, or following any training instructions you receive through the Service or participating in any event announced through the Service. By using or registering to use the Service, you certify that you are a healthy individual or have received consent from your physician to participate in the programs, workouts, and exercises that you participate in in connection with the Service. You should understand that when participating in any exercise or exercise program, there is the possibility of physical injury or death.

JHT is not responsible for the accuracy, reliability, effectiveness, or correct use of information you receive through the Service, or any health problems that may result from the Training Programs, products, or events you learn about through the Service or JHT. If you engage in any exercise program you receive through the Service, you agree that you do so at your own risk and are voluntarily participating in these activities. You are encouraged to consult with your health care provider with any questions or concerns you may have regarding any health condition.

Attention: Not all workout routines, exercises and/or activities are suitable for everyone. Always consult a physician before starting a workout program, changing your workout routine, or changing your diet. If you feel discomfort or pain, you must discontinue any exercise and consult a medical expert.

INTELLECTUAL PROPERTY

All content, Software, and other materials included on the Service, including, without limitation, text, graphics, logos, button icons, images, audio clips, digital downloads, and data compilations, is the property of JHT or its licensors or users and protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

The compilation of all content on the Service is the exclusive property of JHT and protected by U.S. and international copyright laws.

Matrix Fitness, the Matrix Fitness logo, and any other product or service name or slogan contained on the Service are trademarks and/or service marks of JHT, its suppliers, partners, or licensors, or other third party.

You are prohibited from using any such marks for any purpose including, but not limited to use as meta tags on other pages or sites on the World Wide Web without the written permission of JHT or such third party, which may own the marks.

You may not use any meta tags or any other "hidden text" utilizing our names or trademarks without our express written consent.

If you copy or download any information or content from the Service, you agree that you will not remove or obscure any copyright or trademark or other notices or legends contained in any such information.

There is no affiliation, connection, association, or endorsement of the products, goods or services displayed on any page by the copyright owners, featured recording artists, and authors of the sound recordings (and the musical works embodied therein) transmitted through the [Feed.fm](#) player.

All rights not expressly granted in these Terms are reserved.

LINKS

The Service contains links to third party Web sites and services. These links are provided only as a convenience. Further, third party Web sites and services may link to our Sites through our affiliate marketing program or otherwise. The inclusion of any link is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by JHT of any information contained in any third-party Web site or services. In no event shall JHT be responsible for the information contained on such sites or services, or your use of or inability to use such site or services. You should also be aware that the terms and conditions of such site or services and the third party's privacy policy may be different from those applicable to your use of the Service.

SUBMISSIONS

You acknowledge and agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, regarding the Service, JHT, or our other products or services that are provided by you to JHT are non-confidential and shall become the sole property of JHT. JHT will own exclusive rights, including all intellectual property rights, and will be entitled to the unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You grant JHT and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that (a) you own and control all of the rights to the content that you submit, or that you otherwise have the right to submit such content to the Sites; (b) the content is accurate and not misleading; and (c) use and posting of the content you supply will not violate any rights of or cause injury to any person or entity

ACCEPTABLE USE

You are responsible for your use of the Service, and for any use of the Service made using your account. Our goal is to create a positive, useful, and safe user experience. To promote this goal, we prohibit certain kinds of conduct that may be harmful to other users or to us. When you use the Service, you may not:

- violate any law or regulation;
- violate, infringe, or misappropriate other people's intellectual property, privacy, publicity, or other legal rights;
- post or share anything that is illegal, abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable;
- send unsolicited or unauthorized advertising or commercial communications, such as spam;
- engage in spidering or harvesting, or participate in the use of software, including spyware, designed to collect data from the Service;
- transmit any viruses or other computer instructions or technological means whose purpose is to disrupt, damage, or interfere with the use of computers or related systems;
- stalk, harass, or harm another individual;
- impersonate any person or entity or perform any other similar fraudulent activity, such as phishing;
- use any means to scrape or crawl any Web pages contained in the Service;
- attempt to circumvent any technological measure implemented by us or any of our providers or any other third party (including another user) to protect the Service;
- attempt to decipher, decompile, disassemble, or reverse engineer any of the software or other underlying code used to provide the Service; or
- advocate, encourage, or assist any third party in doing any of the foregoing.

PRODUCT REVIEWS AND USER CONTENT

The Service includes or may include in the future a product review feature, and the Service includes or may include in the future discussion forums, user generated content, or other areas or services in which you or third parties create, post, or store any content, messages, materials or

other items (“User Content”) on the Service. User Content also includes any content you post on JHT controlled social media sites. As between us and you, you retain ownership of any intellectual property rights that you hold in that User Content.

Where we have made settings available, we will honor the choices you make about who can see content or information. Except where limited by such settings, when you upload, submit, send, or receive User Content to or through the Service, you give us permission to reproduce and use your User Content as follows: you grant to us and those we work with a license to use, host, store, reproduce, modify, create derivative works (such as translations or adaptations), publicly perform, publicly display, and distribute your User Content. This license is for the purpose of operating and improving the Service, to develop new products and services, and for other JHT business or marketing purposes, including without limitation in catalogs, email and other customer communications, store materials and other marketing. We may display advertisements in connection with your User Content or on pages where your User Content may be viewed by you or others, and we may use your User Content to advertise and promote JHT or the Service. Our license to your User Content is non-exclusive, meaning you may use the User Content for your own purposes or let others use your User Content for their purposes. This license is fully-paid and royalty free, meaning we do not owe you anything else in connection with our use of your User Content. We may exercise our rights under this license anywhere in the world. Lastly, this license is perpetual, meaning that our rights under this license continue even after you stop using the Service.

You promise that:

- you own all rights to your User Content or, alternatively, that you have the right to give us the rights described above; and
- your User Content does not infringe the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party.

We may refuse to accept or transmit User Content for any reason. We may remove User Content from the Service for any reason.

DMCA/COPYRIGHT POLICY

JHT respects the intellectual property of others and expects its users to do the same. It is our policy, in appropriate circumstances and at our discretion, to disable or terminate the accounts of users who repeatedly infringe the rights of copyright holders.

JHT will respond appropriately to notices of alleged copyright infringement that comply with the U.S. Digital Millennium Copyright Act ("DMCA"), as set forth below. If you own copyrights in a work and believe that your intellectual property rights in that work have been infringed by an improper posting or distribution of it via the Service, then send JHT a written notice that includes all the following:

- a legend or subject line that says: "DMCA Copyright Infringement Notice";
- a description of the copyrighted work that you claim has been infringed;

- the URL of the site and a description of where the material that you claim is infringing is located on that site;
- your address, telephone number, and e-mail address;
- a statement by you that you have a good faith belief that the alleged infringing material is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and,
- your electronic or physical signature.

JHT will only receive DMCA notices by mail or email directed to JHT's Designated Agent at the addresses below:

By Mail:

Johnson Health Tech North America, Inc.
Attn: Legal / Customer Service
1600 Landmark Drive
Cottage Grove, WI 53527

By E-Mail: info@matrixfitness.com

JHT may elect to not respond to DMCA notices that do not comply with all the foregoing requirements, and JHT may elect to remove allegedly infringing material that comes to its attention via notices that do not comply with the above.

PURCHASE OF SERVICES

JHT may now or in the future charge a fee for certain Service offerings, either on a one-time, re-occurring or subscription basis.

You agree to provide only true, accurate, current and complete information in connection with any purchases made through the Service.

When you make purchases through the Service, you have an opportunity to review and accept the fees that you will be charged, which JHT may change from time to time. Changes to applicable fees are effective upon posting the changes on the Service. When you make a purchase through the Service with a credit card, you authorize JHT or its third party payment processors to charge the credit card identified by you for the full amount of the applicable fees (including, where applicable, any recurring subscription fees) and all applicable taxes, and you represent and warrant that you are authorized to use such credit card for the purpose of making such purchase. You further authorize JHT to store your credit card information. If JHT does not receive payment from your credit card provider, you agree to pay all amounts due upon demand, and acknowledge that JHT may suspend your access to the Service in the event such amounts are not timely paid. Except as otherwise set forth in the Additional Terms (defined below in the

“Additional Terms May Apply” section) all sales are final, and JHT will not issue any refunds, including refunds for prepaid monthly fees. Unless otherwise stated, all fees are quoted in U.S. Dollars.

At the time you place your order, you may have been offered and agreed to purchase the service at a price that is not consistent with other customers. Your cost (which includes applicable sales tax) is the amount you agreed to pay at the time of purchase.

To qualify for promotional discounts, you may be required to enter a coupon code prior to completing your order, and certain Services or payment options may not be eligible. Rules and restrictions are disclosed at the time promotional offers are presented. By participating in the promotion, you are agreeing to the rules and restrictions associated with the promotion. For questions regarding promotional offers, including rules and restrictions, please contact JHT Customer Service at 1.866.693.4863. In order to utilize certain features of our products and services you may be required to download certain applications or link to designated JHT equipment. You are responsible for providing, at your own expense, all equipment necessary to use such Service features, including JHT exercise equipment of your choosing, compatible tablet or device, and internet access.

PRODUCT AND SERVICE DESCRIPTIONS

JHT attempts to be as accurate as possible. However, we do not warrant that product and service descriptions or other content available on the Service are accurate, complete, reliable, current, or error-free.

SHIPPING AND RISK OF LOSS

All items purchased from the Service are made pursuant to a shipment contract. The risk of loss and title for such items pass to you upon our delivery to the carrier.

PRICING

Despite our best efforts, a small number of the items or features on the Service may be mispriced due to system or typographical errors. We reserve the right to correct any and all errors when they do occur, and we do not honor inaccurate or erroneous prices. If we discover a mispricing on items available for sale on the Service, we will do one of the following:

If an item's correct price is lower than our stated price, we will charge the lower amount and ship you the item.

If an item's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

If the order has been shipped, you agree to either return the product or pay the difference between the actual and charged prices.

SUBSCRIPTIONS/MEMBERSHIPS

Terms for subscription or membership Service offerings may be different for each subscription or membership and may be changed by JHT at any time without prior notice. Some subscriptions or memberships may be available on a free-trial basis and others not. Similarly, some may be available for monthly, bi-monthly, quarterly, semi-annual or annual subscription or membership fees. We will advise you of the terms applicable to each subscription or membership prior to purchase.

Your initial subscription or membership period may be annual, month to month, or otherwise as we may offer, and you may sign up for, from time to time. **In addition, we may offer a free trial subscription or membership period with purchases of certain JHT equipment or otherwise, with an initial paid subscription or membership period to begin at the end of the trial period unless cancelled by you.**

All free trials included with purchases of JHT equipment, subscriptions or memberships must be activated within sixty days after the purchase date of the equipment, subscription or membership and all free trials awarded as part of a sweepstakes or other promotion must be activated within 60 days after the end of the sweepstakes or other promotion (collectively, "Free Trial Activation Deadline"). Any free trial not activated before the end of the Free Trial Activation Deadline shall be, at JHT's sole discretion, forfeited or automatically activated by JHT. **If automatically activated by JHT, JHT reserves the right at the end of the free trial to automatically start your initial subscription or membership period in accordance with terms applicable to the particular subscription or membership unless you cancelled your subscription or membership as provided herein, and you agree that we may charge your payment method on file for the subscription or membership.** Additionally, if you purchase a subscription or membership before a free trial is activated, then the free trial is forfeited.

After the initial subscription or membership, all subscriptions and memberships will automatically renew unless cancelled or modified as provided herein, or in accordance with the terms applicable to the particular subscription or membership. By signing up for a subscription or membership, you agree that we may charge your payment method on a periodic basis as set forth at the time of your initial subscription or membership. These charges and your subscription or membership will continue until your subscription or membership is cancelled or modified as provided herein. The renewal fee will be the then current subscription or membership rate, plus any applicable taxes, at the time of renewal.

For subscriptions or memberships purchased directly from JHT (including on <http://jrny.com> , or by calling 1-800-886-8189), you may cancel the subscription or membership by sending an email requesting cancellation to support@jrny.com, by calling us at 800.605.3369, or by following links and/or instructions provided on our Sites. JHT will cancel such subscriptions or memberships within 72 hours of our receipt of your request and your cancellation will be effective at that time. For subscriptions or memberships purchased or billed through an application platform such as Apple's App Store, or Google Play, you may cancel or modify your subscription or membership as provided in the application platform's terms. Subscription or membership fees accrued prior to the effective date of the cancellation will be charged. Billing

occurs at the beginning of the subscription or membership cycle and provides access for the following subscription or membership period. To avoid renewal, you must cancel at least 48 hours prior to the end of your subscription or membership cycle. If you cancel your subscription or membership, you may use your subscription or membership until the end of the then current subscription or membership period and your subscription or membership will not be renewed after the period expires, except in the case of refund as set out below. Generally, subject to any specific cancellation and refund rights you may have under law, you will not be eligible for a refund of any portion of the subscription or membership fee paid for the then current subscription or membership period. In situations where JHT provides a refund either in accordance with the terms applicable to the specific subscription or membership, or otherwise, unless prohibited by law, JHT may terminate your subscription or membership access for the remainder of the corresponding subscription or membership period.

INTERNATIONAL USE

The Service is controlled and operated from the United States of America. If you access the Service from a location outside the United States of America, you do so on your own initiative and are responsible for compliance with all applicable laws of your jurisdiction. JHT makes no representation that materials on the Service are appropriate or available for use in locations outside the United States and accessing them from territories where their contents are illegal is prohibited. Those who choose to access the Service from other locations do so on their own initiative and are responsible for compliance with local laws.

INDEMNIFICATION; WAIVER AND RELEASE

You agree to defend, indemnify and hold harmless JHT, its affiliates and subsidiaries, and its and their officers, directors, employees, agents, shareholders, consultants, information providers and suppliers from and against any claims, damages, costs, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any content you post, store or otherwise transmit on or through our Service or your use of or inability to use the Service, including without limitation any actual or threatened suit, demand or claim made against JHT and/or its independent contractors, service providers, employees, directors or consultants, arising out of or relating to the content, your conduct, your violation of these Terms or your violation of the rights of any third party.

You hereby release and forever waive any and all claims you may have against JHT, its affiliates and subsidiaries, and its and their officers, directors, employees, agents, shareholders, consultants, information providers or suppliers for losses or damages you or others sustain in connection with your use of the Service.

LIMITATION OF LIABILITY

NEITHER JHT, NOR ITS AFFILIATES OR SUBSIDIARIES, OR ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, CONSULTANTS, INFORMATION PROVIDERS OR SUPPLIERS, SHALL HAVE ANY LIABILITY FOR ANY LOSS OR DAMAGE WHATSOEVER, INCLUDING BUT NOT LIMITED TO INCIDENTAL,

PUNITIVE, CONSEQUENTIAL, ATTORNEY FEES, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA AND THE LIKE) ARISING OUT OF THE SERVICE OR YOUR USE OF, OR INABILITY TO USE OR ACCESS THE SERVICE OR ANY CONTENT PROVIDED ON THE SERVICE OR DOWNLOADED FROM THE SERVICE, OR ANY DELAY IN USE OR ACCESS TO THE SERVICE OR CONTENT PROVIDED THROUGH THE SERVICE OR ANY CLAIM ARISING FROM OR RELATING TO ERRORS, OMISSIONS OR INACCURACIES IN THE CONTENT PROVIDED ON THE SERVICE OR STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF JHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT WAIVING THE EXCLUSIVE GOVERNING LAW PROVISION SET FORTH HEREIN, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THEREFORE THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

THE LIMITATION OF LIABILITY SET FORTH ABOVE SHALL APPLY TO EVERY FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, AND SHALL SURVIVE ANY BREACH OF THE TERMS OR ANY AGREEMENT, OR THE FAILURE OF THE ESSENTIAL PURPOSE OF THE TERMS OR AN AGREEMENT OR ANY EXCLUSIVE REMEDY.

THE TOTAL LIABILITY OF JHT, ITS AFFILIATES AND SUBSIDIARIES, AND ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, CONSULTANTS, INFORMATION PROVIDERS OR SUPPLIERS, IF ANY, FOR LOSSES OR DAMAGES SHALL NOT EXCEED THE GREATER OF \$50.00 OR AN AMOUNT EQUAL TO ANY FEES PAID BY YOU TO US FOR THE SERVICE (AND NOT FOR PURCHASE OF EQUIPMENT OR OTHER PHYSICAL PRODUCTS) DURING THE PRECEDING 3 MONTHS.

ADDITIONAL TERMS MAY APPLY

Additional terms may apply to certain products or features of the Service. For example, Additional Terms may be set out for a particular feature or application or included in product manuals or brochures when you purchase products using our Service. If there is a conflict between these Terms and any Additional Terms, the Additional Terms will control.

APPLICABLE LAW

Except as otherwise stated herein, these Terms constitute the entire agreement between you and JHT concerning your use of the Service, superseding any prior agreements between you and JHT with respect to the Service. These Terms and the relationship between you and JHT shall be subject to the internal laws of the State of Wisconsin without giving effect to its principles on conflict of laws and shall be applied to any arbitration under these Terms.

BINDING ARBITRATION; CLASS ACTION WAIVER

Except for matters relating to the enforcement of our intellectual property rights, all disputes, controversies, or claims arising out of or relating in any way to the Service, your participation in any of the features available through them and/or your purchase of any products, content or services shall be finally resolved by as provided below. **YOU ARE GIVING UP THE RIGHT TO LITIGATE A DISPUTE WITH JHT BEFORE A JUDGE OR JURY.** The arbitral tribunal shall have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of this agreement to arbitrate. You and JHT agree to arbitrate solely on an individual basis and expressly waive the ability to participate in a class or representative proceeding, including any class arbitration or representative arbitration proceedings. The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the agreement to arbitrate will remain in force. To the extent that you or JHT opts out of arbitration following the procedure set forth below, or if this arbitration agreement is found inapplicable to a dispute between us, you and JHT expressly waive the ability to participate in any class or representative litigation.

If a dispute arises that is subject to arbitration, you must give us written notice and an opportunity to resolve it. Your notice must include your name, your address, a written description of the dispute, and a specific description of the relief you are seeking. If we do not resolve our dispute within forty-five (45) days after receiving your notice, you may pursue arbitration as below by sending a written demand for arbitration to us at the address set forth below in "QUESTIONS."

Any dispute or claim that is subject to arbitration but is not resolved by the pre-arbitration dispute process, shall be submitted to binding arbitration. The disputes and claims subject to arbitration will be resolved by a single arbitrator mutually agreed upon by you and JHT. If we cannot agree on an arbitrator, then an arbitrator shall be selected pursuant to Rule 12 of the JAMS Streamlined Arbitration Rules and Procedures. The arbitrator shall be bound by and shall strictly enforce these Terms and any other applicable agreement between us, and may not limit, expand, or otherwise modify any such terms. The arbitrator may award any relief that a court of law could, applying the limitations of liability contained in these Terms. The arbitrator may award injunctive relief if permitted by law, but the injunctive relief awarded by the arbitrator may not extend beyond our dealings with one another. Any arbitration will be held in the city of Madison in Dane County, Wisconsin, U.S.A., unless otherwise agreed upon by you and JHT in writing. You and JHT will each bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator shall award costs and fees to the prevailing party if it is determined that the other party submitted a claim with no reasonable basis or filed any claim in bad faith.

You may opt out of the agreement to arbitrate by providing written notice of your intention to do so to us at the address below no later than 60 days after initial acceptance of these Terms. The procedure spelled out herein is the only way to opt out of arbitration, and any attempts to opt out after the deadline set forth herein will be ineffective. Notwithstanding your decision to opt out of arbitration, you still waive the ability to participate in any class or representative litigation.

Because the Service and these Terms concern interstate commerce, the Federal Arbitration Act governs the interpretation and enforcement of the arbitration rules (notwithstanding the application of Wisconsin law to any underlying claims as provided above). You agree the arbitration and other provisions of this section "Binding Arbitration; Class Action Waiver" survives any termination of these Terms.

SEVERABILITY

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

WAIVER OF RIGHTS

JHT's failure or delay in enforcing an obligation, or exercising a right or remedy, does not amount to a waiver of that obligation, right or remedy. JHT waiving a breach of a term does not amount to a waiver of a breach of any other term in this agreement. A waiver by JHT of a particular obligation in one circumstance will not prevent JHT from subsequently requiring compliance with the obligation on other occasions.

TERMINATION

Notwithstanding these Terms, JHT reserves the right, without notice and in its sole discretion, to terminate your license to use the Service, and to block or prevent future your access to and use of the Service.

QUESTIONS

For questions regarding the Services please contact JHT Customer Service at 1.866.693.4863.

For questions regarding these Terms, please contact our legal department at:

Johnson Health Tech North America, Inc.
Attn: Legal / Customer Service
1600 Landmark Drive
Cottage Grove, WI 53527

Terms of Use last modified on June 13, 2025