

Terms of Service

LAST UPDATE: MARCH, 2023

PitPat is a community driven brand, we love our community and want to live in harmony with our members and fans who are excited about our brand and our work. We always want to be responsive to the needs and concerns of the community. We put these Terms of Service together because our business and platform raise potential legal issues and situations for us and our community members. Please understand that these terms are only basic rules, we welcome and encourage you to find new ways to be passionate about PitPat, and we're excited to continue working together to attract more people, more activity, and more frequently.

These Terms of Service ("Terms") apply to your access to and use of the online services provided by JOYFIT, Inc. ("JOYFIT" or "us"), including the online services we provide through our website and mobile applications ("platform").

If you have any questions about these terms below or our platform, please contact us at support@pitpatfitness.com.

Your access to and use of the Services is also subject to your accept and compliance with PitPat's Privacy Policy. Our Privacy Policy addresses our policies and procedures for collecting, using and disclosing your personal information when you use the app or website, and states privacy rights and how the law protects you. Please read the Privacy Policy carefully before using our services. For information on how we collect, use, share and process your information, please read our Privacy Policy at pitpatfitness.com/privacy.

1. End User License Agreement

Your installation or use of any downloadable software provided by PitPat, including mobile applications, PC or Mac-based software, is subject to our End User License Agreement ("EULA") and agree the use of the software is subject to EULA constraints.

2. Eligibility

If you are under the age of 18 (or the legal age of majority where you live), you may only use our platform with the permission of a parent or legal guardian who agrees to be bound by these terms. If you are the parent or legal guardian of a user who is under the age of 18 (or the legal age of majority), you agree to be solely responsible for the user's actions or omissions (including any violation of these Terms) and confirm the Platform is applicable for such the user. Users under the age of 16 (and their parents or legal guardians) must meet any consent requirement of the platform. We reserve the right to deny access to users under certain ages at our sole discretion.

You may only create an account on our platform on behalf of a legal entity or organization after received our written authorization. If you use our platform on behalf of another person or entity:

1. All references to "you" in the Terms will include that person or entity.
2. you declare that you have the right to be represented by that person or entity.
3. If you or that person or entity breaches these Terms, that person or entity agrees to be responsible to us.

3. User Accounts and Account Security

If you register an account to use our platform, you must provide accurate account information (except for pseudonyms allowed for username policy) and update this information when it changes. You must also maintain the security of your account and notify us immediately if you discover or suspect that someone has accessed your account without your permission. If you allow others to use your account credentials, you are responsible for the activities of those users in connection with your account. We reserve the right to take back usernames, including on behalf of businesses or individuals with legitimate claims, including trademark rights, to those usernames.

4. Transmit and Process Data

In order to provide our platform, you agree that we may process, transmit and store your information in the United States and other countries where you may not have the same rights and protections as local laws.

5. Delete User Account

We may terminate or suspend your account immediately without notice or responsibility for any reason, including but not limit the case when you breach these terms and conditions.

We may immediately terminate or suspend your account for any reason without notice or liability, including but not limited to in case you breach these terms and conditions.

Upon termination, your right to use the Services is terminated . If you wish to terminate your account, you can simply stop using the service.

6. User Posted Contents

We may provide message boards, blogs, profiles, bulletin boards, or chat services on PitPat and the PitPat sites, either directly or through third-party providers ("User Communication Services"), that allow users to post, submit, display, or share contents or materials to other users (known as "User Content").

All user content must meet the user content standards stipulated in these Terms of Use. Any content posted by you through the PitPat Service or by the PitPat Service will be considered as non-confidential and non-proprietary. By providing any user content through the PitPat Services, you agreed to grant us an irrevocable, perpetual, royalty-free, worldwide license to use, reproduce, modify, perform, display, distribute

and otherwise disclose to third parties of your content for any purpose. This license also includes the right to allow third parties or other users to use your content.

You declare and promise that:

1. You own or control all rights of your content and have the right to grant us above rights.
2. Your content does not and will not infringe any intellectual property, contract, privacy or contractual rights of any third party.
3. Your content does and will comply with these Terms of Use and User Content Standards as in below.

You understand and acknowledge that you are responsible for any content you submit or contribute, and that you, not PitPat, are solely responsible for such content, including its legality, reliability, accuracy and appropriateness. We are not responsible to any third party for the content or accuracy of any content posted by you or any other user of any PitPat website.

7.Guidelines for User Posted Content

In accordance with policy mentioned above, if we provide a message board, blog, profile, bulletin board or chat service ("User Communication Service"), when you generate contents, you agree that your contents will be subject to the following User Content Guidelines ("Guidelines for User Posted Content"), you will not upload, share, publish or otherwise distribute or facilitate the distribution of any content - including but not limited to text, communications, software, images, sounds, data or other information. These information includes:

1. Illegal, threatening, abusive, harassing, defamatory, deceptive, fraudulent, invasive of other's privacy, infringing, containing explicit or graphic depictions of sexual conduct or describe (includes but not limited to, sexual language of a violent or threatening to another person or a group of people), or any other violation of our rules or policies.
2. Harm, harass, demean or intimidate a person or group of people based on religion, gender, sexual orientation, race, ethnicity, age or disability.
3. Patent, trademark, trade secret, copyright, right of publicity or privacy or other proprietary or contractual right of any party.
4. Unauthorized or unsolicited advertisement, spam or mass email (also known as "spam"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
5. Includes software viruses or any other computer code, files or programs designed to destroy, damage or limit the functionality of any software, hardware or telecommunications equipment, or damage or unauthorized access to any data or other information by any third-party.
6. Impersonate any person or entity, including but not limited to any of our employees or representatives; or attempt to do any of the above.

We neither endorse nor accept responsibility for the content of any material uploaded or submitted by any third-party user of PitPat, including but not limited to any unauthorized contents posted by any of our employees or former employees. We do not pre-filter, monitor or edit user content from User Communication Services. However, we and our agents reserve the right, in our sole discretion, to remove

any user content that we believe does not meet the Terms of Use or User Content Standards, or that is otherwise harmful, illegal, objectionable or inaccurate. For removal of such user content we are not responsible for any failures or delays. Therefore, you understand that your use of PitPat may expose you to content that you consider offensive, indecent or objectionable, and you agree to hold us free from offensive, indecent or objectionable content and conduct any responsibility or liability, including, but not limited to, pornographic content and content that violates the Terms of Use. You hereby agree to remove any of your inappropriate content and waive any claims against us for removal of the content. In case either party believes that content posted by PitPat infringes any patents, trademarks, trade secrets, copyrights, rights of publicity or privacy, or other proprietary rights of either party.

Additionally, you may not use your account to breach the security of another account or attempt to gain unauthorized access to another network or server. You or other authorized users of PitPat may not be able to use all areas of PitPat. You must not interfere with anyone else use and the entertainment of PitPat or the PitPat Services. Users who violate system or network security may be subject to criminal or civil liability.

You agree that we may terminate your PitPat subscription at any time in our sole discretion and without notification for breach of the Terms of Use. In addition, you acknowledge that we will cooperate fully with the investigation of system or network security breaches at other sites, including with law enforcement authorities investigating suspected criminal conduct.

You are solely responsible for your interactions with other users. We reserve the right, but not the obligation, to monitor disputes between you and other users.

8. User Virtual Items

PitPat may offer different types of digital contents, points, coins or other virtual items that you may acquire or otherwise acquire a limited license to use through the platform ("Virtual Items"). You understand that while you may "earn" Virtual Items, you do not legally "own" Virtual Items, and the amount of any Virtual Item does not refer to any credit balance in real currency or its equivalent.

Purchased or sold by third parties. PitPat does not authorize and expressly prohibits the purchase of virtual items from third parties. You will not sell or buy Virtual Items to or from other parties, nor will you make any offers related to the sale or purchase of Virtual Items.

Virtual items can only be redeemed by PitPat for goods or services offered through our platform. You can only redeem virtual items through the method and scope described by the platform.

Virtual items are non-returnable and non-refundable. Virtual items cannot be resold, transferred in value, redeemed for cash, or applied to any other account. We may limit the number of Virtual Items you can obtain or use within a certain period of time, or impose other restrictions on the receipt or use of Virtual Items.

We may further limit your ways to redeem Virtual Items based on where you live. The balance in your account is equivalent to fiat currency. You can add credit to your account at any time, or withdraw the balance which will be returned to your Paypal account.

If your account is terminated or suspended or becomes inactive for any reason (at PitPat's sole discretion), or if PitPat ceases the Platform or any part or functionality of the Platform, all Virtual Items may be subject to unconditional forfeiture. Of course, your balance will not be forfeited. If you have a balance in your account, you can contact us by email: support@pitpatfitness.com, we will verify the balance and return the balance to your designated Paypal account.

You acknowledge that upon closing your account, you will not receive monetary or other compensation for unused Virtual Items.

9. Social Media Features

PitPat may provide certain social media features that enable you to:

1. Link to certain content on PitPat from your own or certain third-party websites.
2. Make a limited portion of the content on PitPat displayed on your own or certain third-party websites.

You may use these features only when we provide, and only for the contents displayed with them, or in accordance with these terms of use. The websites you link to must comply in all respects with the User Content Standards in these Terms of Use. We may disable any or all social media features and any links at any time without notice in our sole discretion.

10. Third Party Services and Information

PitPat may contain links to third-party services that offer certain goods, services or equipment that are not owned or controlled by us ("Third Party Sites"). PitPat does not control or acknowledge contents from such third-party websites, and your access to third-party services from PitPat is entirely at your own risk. Links to and access to these sites are provided for your convenience only. When you leave PitPat to access third-party services, you do so entirely at your own risk and in compliance with the terms and conditions (and applicable privacy policies) of such third-party services. We are not responsible to you or any third party for the content or accuracy of any third party service.

11. Intellectual Property

The Platform and all contents contained within it, includes text, graphics, images, photos, videos, illustrations, themes, objects, characters (including names), stories, dialogues, catchphrases, concepts, artwork, animations, sounds, musical compositions, and audiovisual effects are owned by PitPat or our licensors and are protected by the US and foreign laws. Except as expressly stated in these Terms, we or our licensors reserve all rights to the Platform. Subject to your compliance with these Terms, you are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use our Platform for your personal, non-commercial use (unless PitPat agreed with written approval for commercial use).

12. Trademark

"PitPat" and our trademarks, products, service names, or slogan, and the look and feel of the Platform are trademarks of PitPat, and nothing in this Agreement grants you to use PitPat and JOYFIT, Inc.'s trademarks, and any rights in the product or service name.

It may not be reproduced, imitated or used in whole or in part without our written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned on the Platform are the property of their respective owners. Reference to any product, service, process or other information by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply our endorsement, sponsorship or recommendation thereof.

13. "As Is" and "As Available" disclaimer

The service is provided to you "as is" and "as available" with all features and defects without warranty of any kind. To the fullest extent permitted by applicable law, PitPat, on behalf of itself and its affiliates and its respective licensors and service providers, expressly disclaims all warranties, express, suggestion, law or other guarantee, and warranties that may arise from dealing, performance, use or trade practice. Without limitation to above mentioned rules, PitPat does not provide any warranty or promise that the Services will meet your requirements or achieve any expected results:

1. about the operation or availability of the Services, or the information, content and materials contained or products;
2. Service will not be interrupted or without error;
3. With respect to the accuracy, reliability or liquidity of any information or content provided through the Service; or
4. The service, servers, contents or emails sent by or on behalf of PitPat are free of viruses, scripts, Trojans, worms, malware, time bombs or other harmful components.

14. Health Disclaimer

PitPat provides health and fitness information for educational and entertainment purposes only. You should consult your doctor or GP before starting a new fitness program. You should not use this information as a substitute for, nor a substitute for, professional medical advice, diagnosis or treatment. You should always consult a doctor, GP or other healthcare professional if you have any concerns or questions about your health. Do not ignore, avoid or delay getting medical or health-related advice from your healthcare professional because of what you may have read on the PitPat website or heard on the PitPat service. Use of the information provided through the PitPat Services is entirely at your own risk.

To become a PitPat user and intend to use the PitPat services, you confirm that all of the following statements are true:

1. No doctor or GP has told you that you have a heart condition or that you should only engage in physical activity recommended by your doctor or GP.
2. You have never experienced chest pain while engaging in physical activity.
3. You have not experienced chest pain when you have not exercised at any time in the past month.
4. You have never lost your balance due to dizziness, and you have never lost consciousness;
5. You do not have bone or joint problems that may be exacerbated by changes in physical activity.
6. Your doctor or general practitioner has not currently prescribed medication for your blood pressure or heart disease.
7. You have no history of hypertension and no one in your immediate family has a history of hypertension or heart disease.
8. You are not aware of any other reason why you should not exercise.

If you have specifically consulted your doctor or GP and approved your use of the PitPat service, please further confirm:

1. You are not pregnant, nursing; unless
2. Your doctor or GP has been specifically consulted and approved for your use of the PitPat service.

PitPat reserves the right to refuse or cancel your membership if we determine that you have certain medical conditions or that the above statements are in any way untrue.

15. Applicable Law

The laws of that country (excluding its conflict rules) will govern these Terms and your use of the Services. Your use of the App may also be governed by other local, state, national or international laws.

16. Divisibility and Exemption

If any provision of these Terms is held to be unenforceable or invalid, that provision will be altered and explained to achieve the objectives of that provision to the fullest extent in accordance with applicable law, and the remaining provisions will remain in full force and effect.

Except as otherwise provided in these Terms, failure to exercise rights or require performance of obligations under these Terms shall not affect a party's ability to exercise such rights or require such performance at any time thereafter, nor shall a waiver of breach constitute a waiver of any subsequent violations.

17. Your Feedback

You assign all right, title and interest in any feedback you provide to PitPat. If such assignment is invalid for any reason, you agree to grant PitPat a non-exclusive, perpetual, irrevocable, royalty-free,

worldwide right and license to use, reproduce, disclose, sublicense, distribute, modify and take advantage of this type of feedback.

18. Protocol Changes

We reserve the right to modify or replace these terms at any time in our sole discretion. If changes are important, we will use reasonable efforts to give at least 30 days' notice before any new terms take effect.

What makes a huge change is at our sole discretion.

By continuing to access or use our Services after these changes become effective, you agree to be bound by the revised terms. If you do not agree to all or part of the new terms, please stop using the site and services.

19. Contact Us

Please note again that if you have any questions about the terms and conditions, send an email to: support@pitpatfitness.com