

TERMS & PRIVACY

MAX1MUM is owned and operated by MAX1MUM, LLC. This privacy policy explains how MAX1MUM handles the information collected in connection with www.max1mumlife.com (the "Site"), MAX1MUM mobile applications (the "Applications"), and the services, features, content or applications MAX1MUM offers (collectively the "Services"). By using the Services, you are consenting to the collection, transfer, manipulation, storage, disclosure and other uses of your information.

Scope of the Privacy Policy This Privacy Policy covers personally identifiable information ("Personal Information") collected when you use our Services. This Privacy Policy also covers our treatment of any Personal Information that our business partners share with us. This Privacy Policy does not apply to the practices of third parties that we do not own or control ("Third Party Services") that you access through the Services or to individuals that we do not manage or employ. We ask you to carefully review the privacy policies of any Third-Party Services you access.

Information Collected When you create an account, place an order or subscribe to a service we collect Personal Information. We may automatically collect certain information that could include Personal Information through Third Party Applications, such as your name, picture, email address and names of your Facebook friends. By participating, you consent to receive recurring autodialed SMS/MMS marketing msgs. No purchase required. Msg&data rates may apply. You may unsubscribe from these messages from the unsubscribe link in the emails from within account preferences or replying STOP to any SMS/MMS message. Some emails/SMS/MMS we send are necessary to the operation of the Service and you may not unsubscribe from receiving them. We may use your contact information to send you information that complements your use of the Services, including product announcements and fitness news and information. You may unsubscribe from these messages from the unsubscribe link in the emails or from within account preferences. Some emails we send are necessary to the operation of the Service and you may not unsubscribe from receiving them. The Services allow you to provide User Content to the Services, such as written comments or profile photos. All content submitted by you to the Services is User Content and may be retained indefinitely even after you terminate your account. Some User Content you upload can be viewable by the public or by other users of the Services, so please consider your privacy settings when providing User

Content. We do not collect financial information, such as your payment method (valid credit card number, type, expiration date or other financial information); that information is collected and stored by third party payment processing companies. MAXIMUM collects industry standard data from everyone who visits the Services. Even if you don't have an account, MAXIMUM collects log data that automatically records information about your visit, such as your browser type, operating system, the URL of the page that referred you, the different actions you performed, and the IP address you used to access pages on the Site. Cookies Our Services collect information from the use of cookies, web beacons, pixel tags and third-party social media tools. Cookies are text files that are sent by servers to web browsers and stored on your computer. They tell us which parts of the Services you've visited so we can understand user preferences or alert you to software compatibility issues. We also use third-party advertising cookies to present you with opportunities to purchase MAXIMUM products from our Services; and retargeting cookies, to present you with MAXIMUM advertising on other websites based on your interaction on our Services and other websites. Social media tools are used so you can share information from MAXIMUM on other sites such Facebook and Twitter. These interactive mini programs collect your IP address, record the pages you visit on our Services, and set cookies that will enable the widget to function properly. Your interactions with these widgets are governed by the privacy policy of the company providing them, not by this Privacy Policy. You may share Personal Information and User Content with your friends or other users on the Services, in accordance with the preferences in your account settings. User profile information including your username and other information may be displayed to other users to facilitate user interaction within the Services. Financial Information As stated above, we do not currently collect financial information, as that information is collected and stored by our Payment Processor. However, we may from time to time request and receive some of your financial information from our Payment Processor for the purposes of completing transactions you have initiated through the Services, enrolling you in discount, rebate, and other programs in which you elect to participate, protecting against or identify possible fraudulent transactions, and otherwise as needed to manage our business. We share Personal Information with our affiliate companies. We also share Personal Information with entities that perform functions necessary to provide the Services. Information Disclosed Pursuant to Business Transfers In some cases, we may choose to buy or sell assets. In these types of transactions, user information is typically one of the transferred business assets. If

MAXIMUM or substantially all of our assets were acquired, or if we go out of business or enter bankruptcy, user information would be one of the assets that is transferred or acquired by a third party. You acknowledge that such transfers may occur, and that any acquirer of us or our assets may continue to use your Personal Information as set forth in this policy.

Information Disclosed for Our Protection and the Protection of Others If we believe that disclosure is reasonably necessary to comply with a law, regulation, valid legal process (e.g., subpoenas or warrants served on us), or governmental or regulatory request, to enforce or apply the Terms of Service, to protect the security or integrity of the Services, and/or to protect the rights, property, or safety of MAXIMUM, its employees, users, or others. If we are going to release your data, we will do our best to provide you with notice in advance by email, unless we are prohibited by law from doing so.

Information Shared with Consent Except as set forth above, you will be notified when your Personal Information may be shared with third parties and will be able to prevent the sharing of this information.

Information Security You need to prevent unauthorized access to your account by selecting and protecting your password appropriately and limiting access to your computer, browser and/or mobile device by signing off after you have finished accessing your account. Unauthorized entry or use, hardware or software failure, and other factors, may compromise the security of your account at any time. We store all of our information using industry-standard techniques. We do not guarantee or warrant that such techniques will prevent unauthorized access to information about you that we store.

Information Access You can access information associated with your Account by logging into the Services.

California Residents Under California Civil Code 1798.83.1798.84, California residents are entitled to request a notice identifying the categories of personal information MAXIMUM shares with our affiliates and/or their parties for marketing purposes and providing contact information for such affiliates and/or their parties. You may delete your account by contacting us at customer service. If you terminate your Account, any association between your Account and information MAXIMUM stores will no longer be accessible through your Account. However, given the nature of sharing on the Services, any activity and data on your Account prior to deletion will remain stored on our servers and, where applicable, will remain accessible to the public. You can delete your Account. Please note that we will need to verify that you have the authority to delete the Account, and activity generated prior to deletion will remain stored by us and may be publicly accessible.

Changes to the Privacy Policy This policy may change over time, but any future changes will not

affect data that was collected under a previous version of this policy. If any modifications substantially change your rights, we will send an email summarizing the changes to the address associated with your MAX1MUM account and provide notice on the Site. Questions or Concerns If you have any questions or concerns regarding privacy using the Services, please send us a detailed message at the email address provided in customer service.

Monthly Workout Subscription Clause

TERMS & CONDITIONS: By using MAX1MUM training techniques, exercises, and information, you are legally taking full responsibility & liability for any injury, medical condition, or death that may occur while participating in moderate to vigorous exercise. MAX1MUM and all its contracted affiliates are not legally bound to any claims, suits, or allegations that are made in the case of client becoming injured, sick, or potentially dying while using MAX1MUM programs & any information provided through our services. You (customer and client) agree that all liability & responsibility will be placed on participant and MAX1MUM is not responsible for any medical fees or obligations that may occur if participant were to be injured. Each participant should already be aware of whether or not they are cleared to perform moderate to vigorous exercise, and by purchasing our subscription plans... you are agreeing that you are already cleared from a licensed medical doctor or primary care physician. During any promotional period, customer must maintain subscription through first initial billing cycle and also a minimum of one billing cycle at the full price of \$19.99. By purchasing this subscription, you agree that you have read all the terms & conditions with this purchase and that MAX1MUM and its affiliates are not legally obligated, bound to, or liable for any complications that may occur during the course of an exercise program.