



ZARNASH FITNESS TERMS OF USE

Terms of Use

These Terms of Use are effective as of 18th March 2023.

These Terms of Use cover important information about the Platform and any applicable fees. In particular, they include information about future changes to the Terms of Use and Platform (refer to Clause 8), the purchase and renewal of subscriptions to the Platform (refer to Clause 2) and limitations of liability (refer to Clause 7.1). The following additional terms may also apply to you:

- Forum Community Guidelines Addendum: the provisions in the Forum Community Guidelines Addendum form part of the Terms of Use and create a legally binding agreement between you and ZARNASH FITNESS where you sign up to, or participate in the Forum.
- Prenatal and Post-Pregnancy Addendum: the provisions in the Prenatal and Post-Pregnancy Addendum form part of the Terms of Use and create a legally binding agreement between you and ZARNASH FITNESS where you participate in the prenatal or post-pregnancy workouts and programs offered by ZARNASH FITNESS on the Platform (the "Prenatal Workouts" and the "Post-Pregnancy Workouts" respectively).

Welcome to the ZARNASH FITNESS community!

These terms of use and any other terms and documents expressly incorporated herein, each as may be amended, supplemented or replaced from time to time (together, the "Terms of Use") apply to your use of (and subscription to) the ZARNASH FITNESS website, ZARNASH FITNESS mobile application ("ZARNASH FITNESS App"), blog, forum made available to you by ZARNASH FITNESS (at <https://forum.ZARNASHFITNESS.com/> and via the ZARNASH FITNESS App, "Forum"), online shop or one of our other products or services, all of which are part of ZARNASH FITNESS's platform (the "Platform").

These Terms of Use are entered into by and between you as a user (referred to as "User", "you" or "your") and Zarnash Fitness (BN /2010/86956) and its affiliates (referred to as "ZARNASH FITNESS",



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"we", "us" or "our"), and supersede and replace any terms and conditions of services that you may have previously agreed with ZARNASH FITNESS in connection with the Platform.

Your access to and use of the Platform constitutes your agreement to be bound by these Terms of Use. The offering of the Platform to you is conditional on your acceptance of these Terms of Use. If you do not agree to these Terms of Use, you must not access or use the Platform.

For more details about ZARNASH FITNESS's privacy practices, please refer to our Privacy Policy available at the following webpage: <https://www.zarnashfitness.com/pages/privacy-policy>.

1. USER

1.1 Eligibility

By accessing or using the Platform, you confirm that you are of legal age in your country are not under 16 years old, and have full power, capacity and authority to agree to the Terms of Use and have not been previously suspended or removed from using the Platform.

1.2 User Account Creation

To use certain features of the Platform, you will need to create a user account (each, a "User Account") by providing your first and last names, an email address, a password, your date of birth and other information that we may require from time to time. You will also be required to create a username for your User Account in order to access the forum hosted on the Platform. Please provide accurate and current information when creating your User Account. You can also create a User Account by using your Facebook credentials.



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ZARNASH FITNESS may, at its sole discretion:

- (a) Limit the number of User Accounts that you may create or maintain;
- (b) Stipulate additional conditions and requirements for the opening or maintaining of User Accounts; and/or
- (c) Refuse to create a User Account for you.

1.3 Security

By using the User Account, you will be responsible for maintaining the security of your User Account access credentials, for all activities that occur under the User Account and any other actions in relation to the User Account (with or without your permission). ZARNASH FITNESS is not responsible for any loss or activity that results from the unauthorized use of your User Account due to your failure to secure your access credentials.

You should not share the access credentials of your User Account (including passwords) with any other person or allow any other person to access your User Account. You must immediately notify the ZARNASH FITNESS team in writing at support@zarnashfitness.com of any unauthorized use of your User Account or any other breaches of security.

1.4 Suspension and termination

ZARNASH FITNESS will have the right to suspend access to your User Account, or to terminate your User Account, at any time and for any reason (including where you are in breach of any of the provisions in this Term of Use), subject to Applicable Laws.

You acknowledge and agree that these Terms of Use continue to apply even after your User Account expires or is terminated, or where you have stopped using the Platform.



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2. SUBSCRIPTION SERVICE

2.1 Subscription

You can choose to subscribe to the Platform either on a monthly, quarterly or annual basis, or for such other periods that ZARNASH FITNESS may offer from time to time, and the applicable fees are set forth on the ZARNASH FITNESS webpage (<https://www.zarnashfitness.com>) or on the applicable app store from which the ZARNASH FITNESS App can be downloaded.

Eligibility for any promotions or discounts is ascertained at the time you subscribe and cannot be changed during the term of your subscription. You are responsible for reading and understanding the specific terms and conditions applicable to any promotions or discounts.

ZARNASH FITNESS reserves the right to revise and update the applicable fees for subscriptions (including the fees set out on the relevant app stores where you subscribe to the Platform), and the different subscription packages available, at any time at its sole discretion. Any such revision or updates to the fees will apply prospectively to any subscription entered into following the effective date of the fee revision or update.

2.2 Free trials

We may provide a free trial subscription for a fixed period of time, as determined by ZARNASH FITNESS in its sole discretion. Unless otherwise stated by ZARNASH FITNESS in respect of specific promotions, free trials are only available to new ZARNASH FITNESS users, and ZARNASH FITNESS reserves the right to cancel any trial subscription immediately if we become aware that the subscriber has already had a trial subscription on a different User Account or using a different email address. Furthermore, any attempts to register for a further free trial on the same User Account or using the same email address may result in you being charged for the applicable subscription fees.

After the trial, your subscription will renew automatically at the full subscription price unless you cancel your subscription before the end of the trial. To cancel your subscription during the trial, please refer to the instructions set out below under "Automatic renewal of subscription".



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2.3 Payment details

You can pay the fees for your subscription on the ZARNASH FITNESS website or ZARNASH FITNESS App either through **MPESA , credit card or PayPal** or through your account with the applicable app store in the case of the ZARNASH FITNESS App (i.e. through in-app purchases).

The price of your subscription, as well as the currency in which your subscription is payable, will be specified during the order process, and may vary depending on your country of residence (as determined by the IP address of your device used to access the Platform).

When you purchase a subscription, you must provide us with complete and accurate payment information. By submitting payment details, you represent that you are entitled to purchase a subscription using those payment details. If we do not receive payment authorization or any authorization is subsequently cancelled, we may immediately terminate or suspend your access to your subscription. ZARNASH FITNESS reserves the right to contact the issuing bank/payment provider and/or law enforcement authorities or other appropriate third parties if there is suspicious activity.

In addition to the subscription fee you are charged, certain banks and credit card issuers may charge a foreign transaction fee on transactions which take place abroad or in a foreign currency. You are responsible for paying any such fees.

2.4 Automatic renewal of subscription

Your subscription will automatically renew unless you cancel at least twenty-four (24) hours before the end of the current billing period. However, you may cancel your subscription at any time by navigating to your profile page and following the prompts to cancel your subscription. Upon such cancellation, you will still be entitled to access the subscription services on the Platform for the remainder of the duration that you have paid for.

2.5 Cancellation and refund of subscription fees

Where you have subscribed for the Platform through an app store, the cancellation and refund of subscription fees will be governed by the applicable terms and conditions of that app store.

Where you have subscribed for the Platform through our website, you may change your mind and receive a full refund of the amount you have paid for the subscription within fourteen (14) days starting from the day you subscribed to the Platform through our website (the "Cooling-off Period"):



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(a) if you sign up for a free trial, you agree that the Cooling-off Period for the paid subscription that you are receiving the free trial in connection with ends fourteen (14) days after you start the free trial - if you use the Platform during the free trial and don't cancel the paid subscription before the free trial ends, you lose your right of withdrawal; and

(b) If you purchase a subscription, you agree that the Cooling-off Period is available for fourteen (14) days after you have paid for the subscription, but the Cooling-off Period expires once you use the Platform during that period.

To exercise this right, please contact the ZARNASH FITNESS team using the details set out in Clause 9 of these Terms of Use.

Following expiry of the Cooling-off Period, subscriptions are non-refundable and there is no right to refunds or credits unless required by Applicable Laws. Although you may notify us of your intention to cancel your subscription at any time, such notice will only take effect at the end of your then current subscription period, and you will not receive a refund.

3. USE OF THE PLATFORM

By using the Platform, you confirm that you will not use the Platform for any of the following:

- (a) *Unlawful Activity* – any activity that: (i) involves proceeds from any illegal or unlawful activity; (ii) publishes, distributes or disseminates any illegal or unlawful material or information; or (iii) otherwise violates, or could possibly violate, any civil and common laws, statutes, subordinate legislation, treaties, regulations, directives, decisions, by-laws, ordinances, circulars, codes, orders, notices, demands, decrees, injunctions, resolutions and judgments of any government, quasi-government, statutory, administrative or regulatory body, court, agency or association by which ZARNASH FITNESS or the User are bound in any jurisdiction applicable to the access and use of the Platform ("Applicable Laws").



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- (b) *Unauthorized Use* – any activity that: (i) interferes with, disrupts, negatively affects or inhibits other Users from accessing or fully enjoying the Platform; (ii) introduces to the Platform any malware, virus, Trojan horse, worms, logic bombs or any other program that would otherwise result in any technical glitch, malfunction, failure, delay, default or security breach; (iii) attempts to gain unauthorized access, whether through password mining or otherwise, to other User Accounts, computing systems or networks connected to the Trading Platform; (iv) undermines the security or integrity of the computing systems or networks on which the Platform is hosted; (v) attempts to modify, copy, reproduce, reverse engineer or decompile the Platform or the computer programs used to deliver the Platform; (vi) uses the User Account information of another person to access or use the Platform; or (vii) transfers access or rights to your User Account to a third party.
- (c) *Abusive Acts* – any act that: (i) defames, abuses, extorts, harasses, stalks, threatens or otherwise violates or infringes the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of any other person; (ii) incites, threatens, facilitates, promotes, or encourages hate, racial intolerance or violent acts towards any other person; or (iii) harvests or otherwise collects information from the Platform about other Users including addresses, phone numbers, email addresses and credit card details.
- (d) *Fraud* – any act that: (i) attempts to defraud ZARNASH FITNESS or any other person; or (ii) provides false, inaccurate or misleading information to ZARNASH FITNESS.

3.2 Contributed Content

(a) You are solely responsible for all content or materials that you submit or otherwise upload to or through the Platform or to us (including any information contributed by you in respect of any blog, forum or chatroom, and any comments, feedback or ideas that you send to ZARNASH FITNESS) ("Contributed Content") and expressly agree not to submit or upload any Contributed Content which:

- (i) advertises or promotes any services or brands (with respect to you or any third party);



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- (ii) contains material that is defamatory, discriminatory, obscene, indecent, abusive, racist, offensive, harassing, violent, hateful, inflammatory or is otherwise objectionable or illegal;
- (iii) you know not to be true and honest, or which spreads false or misleading statements;
- (iv) you do not have the right to submit or upload, including where the content may infringe any Intellectual Property Rights of any party;
- (v) impersonates any person or entity or otherwise associates, infers or misrepresents the User's affiliation with a person or entity;
- (vi) contains the personal details or confidential information of any third party unless that third party has expressly consented to such use and disclosure;
- (vii) contains, or links to, viruses, corrupted data or other harmful, disruptive or destructive files;
- (viii) constitutes unsolicited promotions, campaigning, advertising or solicitations, or other types of content which constitute "spam";
- (ix) may expose ZARNASH FITNESS or other Users to any harm or liability of any kind; or
- (x) is contrary to any the Data Protection Act 2019

(b) ZARNASH FITNESS has the right, but not the obligation, to monitor all conduct and content submitted to or through the Platform, and may in its sole discretion: (i) refuse to publish, remove or disable access to Contributed Content that it considers breaches these Terms of Use; or (ii) suspend or discontinue your opportunity to submit, post or upload content to the Platform



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(c) You acknowledge and agree that some of your Contributed Content might continue to be publicly available on the Platform after your User Account is closed or otherwise terminated, subject to your right to have your Contributed Content removed upon request in accordance with the Data Protection Act 2019.

(e) If you believe that any Contributed Content violates these Terms of Use or any Applicable Laws, including any copyright laws, you should report it to the ZARNASH FITNESS team at support@zarnashfitness.com.

4. AVAILABILITY OF SERVICES, SECURITY

4.1. ZARNASH FITNESS shall make reasonable efforts to ensure that the Platform is available to you. However, access to the Platform may be disrupted from time to time due to necessary maintenance, technical issues, network and system overloads or events outside of ZARNASH FITNESS's control. ZARNASH FITNESS will use commercially reasonable efforts to avoid downtime of the Platform, but assumes no liability if the Platform or any part thereof is unavailable at any time or for any period.

4.2. You acknowledge and agree that you are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for antivirus protection and accuracy of data input and output, and for maintaining a means external to the Platform for any reconstruction of any lost data.

4.3. You acknowledge and agree that ZARNASH FITNESS shall not have any liability or be responsible in any way for: (a) your use of the internet to connect to the Platform or any technical problems, system failures or security breaches; (b) the hardware that you use to access the Platform (including in respect of viruses and malicious software, and any inappropriate material) and the integrity and proper storage of any of your data associated with the Platform that is stored on your own hardware; or (c) any fees you may incur in order to connect to the internet for the purpose of using or accessing the Platform.

4.4. You must immediately notify the ZARNASH FITNESS team in the event that you become aware of any part of the Platform malfunctioning or if you otherwise experience any material malfunction or other connectivity problem that adversely affects your access to or use of the Platform.

4.5 Users may also be required to download and install updates to the ZARNASH FITNESS App so as to maintain access to the Platform and its services. A User's failure to do so might lead to certain services



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offered on the Platform becoming temporarily inaccessible to the User until such update has been downloaded and installed.

5. INTELLECTUAL PROPERTY, USE LICENCE

5.1. ZARNASH FITNESS's ownership of the Platform

All of the patents, trademarks, logos, trade names, rights in domain names, copyrights, moral rights, design rights, database rights, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether or not patentable) and other similar intellectual property rights (whether registered or not)) and applications for such rights as may exist anywhere in the world (collectively, "Intellectual Property Rights") in the Platform and the material published on and through it (except the Contributed Content) are owned by ZARNASH FITNESS, its licensors and other providers of such material and are protected by Applicable Laws. You may not engage in any activity on or through the Platform, including transmitting or using Contributed Content that infringes or otherwise makes unauthorized use of another party's Intellectual Property Rights.

5.2. User's license to use Platform.

You are not granted any right to use, and may not use, any of ZARNASH FITNESS's Intellectual Property Rights other than as set out in these Terms of Use and subject to the following conditions:

- (a) you are granted a limited, personal, non-transferable, non-sub licensable and revocable license to access and use the Platform (or any part of it or its contents) for your own personal use and may not copy, reproduce, republish, upload, re-post, modify, transmit, distribute or otherwise use the Platform (or any part of it or its content) in any way for non-personal, public or commercial use without prior written consent from ZARNASH FITNESS
- (b) you may not remove or modify any copyright, trademark or other proprietary notices that have been placed in any part of the Platform; and
- (c) You may not use any data mining, robots or similar data-gathering or extraction methods.



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ZARNASH FITNESS reserves the right to monitor your use of the Platform and to alter or revoke your license or your access to the Platform at any time and for any reason. Your license shall terminate upon the expiry or termination of your User Account.

Contributed Content.

- (a) By posting or otherwise providing Contributed Content, you grant ZARNASH FITNESS a non-exclusive, royalty-free, transferable, sub-licensable, irrevocable, perpetual worldwide license and right to use (including commercial use), distribute, reproduce, display and otherwise make available such Contributed Content on and through the Platform (and across different media for any purpose) and you waive (and to the extent that you cannot so waive agree irrevocably not to assert) any and all moral rights to which you may be entitled anywhere in the world in respect of such Contributed Content.
- (b) You represent and warrant that you own and control all of the rights to the Contributed Content, and have the lawful right to post or otherwise provide such Contributed Content on and through the Platform and otherwise provide ZARNASH FITNESS with such Contributed Content.

6. THIRD PARTY SERVICES AND CONTENT

In using the Platform, you may view content provided by third-parties, including links to web pages and services of such parties ("Third Party Content"). Unless expressly stated otherwise, ZARNASH FITNESS does not control, endorse or adopt any Third Party Content and has no responsibility for Third Party Content including material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable in your jurisdiction.

Your dealings or correspondence with such third parties are solely between you and the third party. ZARNASH FITNESS is not responsible or liable for any loss or damage of any sort incurred as a result of any such dealings, and you understand that your use of Third Party Content, and your interactions with third parties, is at your own risk.

If you access the Platform through or using any services or software provided by third parties, you acknowledge and agree that ZARNASH FITNESS is not responsible or liable for any loss or damage of any kind incurred as a result of your use of such third party services or software.



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7. LIMITATIONS OF LIABILITY, DISCLAIMER, INDEMNITY

7.1 Limitation of Liability

- (a) Nothing in these Terms of Use shall exclude or restrict ZARNASH FITNESS's liability for: (a) death or personal injury resulting from the negligence of ZARNASH FITNESS or its Associated Parties (as defined in Clause 7.1(b) below); (b) fraud or fraudulent misrepresentation; (c) any other matter that cannot be excluded or limited under Applicable Laws; or (d) the indemnities set out in Clause 7.3 and paragraph 2(d) of the Prenatal and Post-Pregnancy Program Addendum (where applicable).

- (b) Subject to the foregoing, to the maximum extent permitted by Applicable Laws:
 - (i) in no event shall ZARNASH FITNESS, its affiliates and its and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers and contractors (collectively, "Associated Parties") be liable for any:
 - (A) indirect or consequential loss; or
 - (B) loss of profit, business opportunity, anticipated savings, revenue or goodwill, in each case, whether arising from breach of contract, tort (including negligence), breach of statutory duty or otherwise, arising out of or in connection with authorized or unauthorized use of the Platform, or these Terms of Use; and
 - (ii) ZARNASH FITNESS and the Associated Parties' aggregate liability in contract, tort, or otherwise (including any liability for any negligent act or omission) howsoever arising out of, or in connection with, the performance of its obligations under these Terms of Use in respect of any one or more incidents or occurrences shall be limited to the greater of (a) the total amount of fees received by ZARNASH FITNESS or the Associated Parties from you in connection with your use of the Platform in the twelve (12) month period prior to the date of the first incident or series of connected incidents giving rise to a claim made by you under these Terms of Use.



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7.2 Disclaimers

- (a) To the maximum extent permitted under Applicable Laws, the Platform and any product, service or other item provided by or on behalf of ZARNASH FITNESS are provided on an "as is" and "as available" basis and ZARNASH FITNESS expressly disclaims, and you waive, any and all other warranties of any kind, whether express or implied, including implied warranties of merchantability, fitness for a particular purpose, title or non-infringement or warranties arising from course of performance, course of dealing or usage in trade. Without limiting the foregoing, ZARNASH FITNESS does not represent or warrant that the Platform is accurate, complete, reliable, current or error-free, or free of viruses or other harmful components.
- (b) The features on the Platform that promote physical activity, nutrition or general wellness are for your informational purposes only and are not intended as medical advice or services, or for diagnostic or treatment purposes. Before engaging in any physical activity or making any changes to your diet or lifestyle, we suggest seeking advice from your relevant health care professional. Never disregard any advice from a health care professional because of something that you have read on the Platform. To the maximum extent permitted under Applicable Laws, ZARNASH FITNESS is not responsible or liable for any loss or damage of any sort incurred that result from your use of, or inability to use, the features of the Platform.

7.3 Indemnification

To the maximum extent permitted by Applicable Laws, you agree to indemnify and hold harmless immediately upon demand ZARNASH FITNESS and the Associated Parties from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense including reasonable attorneys' fees, in any way arising out of, in relation to or in connection with directly or indirectly:

- (a) Your use of, or conduct in connection with, the Platform;
- (b) Your breach of these Terms of Use or any other policy;
- (c) The Contributed Content you provide; or



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(c) Your violation of any Applicable Laws or the rights of any other person or entity.

You will provide ZARNASH FITNESS and the Associated Parties with any assistance that ZARNASH FITNESS and the Associated Parties reasonably requests in defending any such action or proceeding.

8. CHANGES AND UPDATES TO PLATFORM, TERMS OF USE

ZARNASH FITNESS may terminate or modify any feature or part of the Platform at any time without notice. ZARNASH FITNESS may also revise and update these Terms of Use at any time in its sole discretion by posting an updated Terms of Use on the Platform. All such changes to the Terms of Use are effective immediately when posted to the Platform and apply to all access to and use of the Platform (including orders placed on the Platform) thereafter. Your continued use of the Platform following the posting of such revised Terms of Use constitutes your acceptance and agreement to the changes which are binding on you.

9. COMPLAINTS, GOVERNING LAW AND DISPUTE RESOLUTION

If you have any questions, feedback or complaints, please contact the ZARNASH FITNESS team at the following email address: support@zarnashfitness.com. Alternatively, you can contact the ZARNASH FITNESS team by completing a contact form (available at this webpage: <http://support.zarnashfitness.com/he/en-us/requests/new>) or through the chat function on the ZARNASH FITNESS website.

These Terms of Use (including a dispute relating to its existence, validity or termination) and any non-contractual obligation or other matter arising out of or in connection with it are governed by Kenyan Data Protection law. The courts of Kenya have exclusive jurisdiction to settle any dispute arising from or connected with these Terms of Use.

If you are a consumer for the purposes of the laws of the country of which you are resident, you may benefit from any mandatory provisions of such laws. Nothing in these Terms of Use, including this Clause 9, affects your rights as a consumer to rely on such mandatory provisions of law.



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10. GENERAL

10.1. FORCE MAJEURE EVENT

A "Force Majeure Event" means any event beyond ZARNASH FITNESS's reasonable control, including flood, extraordinary weather conditions or earthquake, or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure, or equipment or software malfunction.

If a Force Majeure Event occurs that affects ZARNASH FITNESS's ability to perform its obligations under these Terms of Use, the ZARNASH FITNESS team will contact you as soon as reasonably possible to notify you and ZARNASH FITNESS's obligations under these Terms of Use will be suspended and the time of performance of our obligations will be extended for the duration of the Force Majeure Event.

10.2. Data Privacy

We will only use your personal information as set out in ZARNASH FITNESS's Privacy Policy (as amended from time to time) available at the following webpage: <https://www.zarnashfitness.com/pages/privacy-policy>.

10.3. Transfers

ZARNASH FITNESS may transfer its rights and obligations under these Terms of Use to another entity, but this will not affect your rights or ZARNASH FITNESS's obligations under these Terms of Use. You may not transfer your rights and obligations under these Terms of Use to another person.

10.3. Validity

If any provision of these Terms of Use is deemed unlawful, void or unenforceable, that provision shall be deemed severed from the remaining provisions and shall not affect their validity and enforceability.

10.4. Waiver

No waiver of any provision hereof shall be valid unless in writing and signed by the parties. Any failure to enforce any right or remedy hereunder shall not operate as a waiver of the right to enforce such right or remedy in the future or of any other right or remedy.



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10.5. Relationship of the parties

Nothing in the Terms of Use: (a) is intended to, nor shall create or be deemed to create, any partnership, joint venture, agency, consultancy or trusteeship, or (b) shall give rise to any fiduciary or equitable duties owed by ZARNASH FITNESS to you.

10.6. Third party rights

A person who is not a party to these Terms of Use has no right whether by applicable statute or otherwise to enforce any term of these Terms of Use.

FORUM COMMUNITY GUIDELINES ADDENDUM

The ZARNASH FITNESS Forum is a dedicated place for users to share their experiences, gain knowledge, find inspiration and develop encouraging friendships during their health and fitness journey. Many fitness enthusiasts believe the key to reaching their fitness goals lies in having support and advice along the way, and we agree!

We encourage users to post content that is helpful throughout a health and fitness journey. We ask that you be respectful and supportive of one another as we each strive to reach our goals and become happier and healthier!

In order to help us all achieve this, we have a few simple guidelines we ask all users to adhere to. These guidelines form part of the Terms of Use. Please also refer to our Privacy Policy.



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General Rules

- Always be polite and respectful towards others
- Profanity is discouraged and will be moderated
- No bullying/harassment or malicious comments
- Don't post anything illegal, offensive or NSFW (e.g. inappropriate photos, illegal supplements, etc.)
- Don't post pro-anorexia/suicide/self-harm related content
- Don't post links to other sites that violate the forum guidelines
- Spam, commercial advertising and self-promotion will not be tolerated
- Use your discretion when posting personal information about yourself– do not post anything that you wouldn't be happy sharing publicly online; this is not a private forum and this information can be accessed by anyone at any time – see the section 'Sharing information in the ZARNASH FITNESS Forum' below for further details
- We encourage healthy conversation and constructive debates but discourage arguments or content that is inflammatory
- ZARNASH FITNESS does not endorse anything posted by Forum Users and has no responsibility for how the information that you choose to post in the Forum is used.
- If you find a post that you feel violates these guidelines, please flag it by using the 'report' feature next to the comment.

If you are found to violate or break any of these guidelines, or for cases where we deem appropriate, we may delete your posts in the Forum and/or remove you from the Forum, as outlined in the suspension and termination section of the Terms of Use.

Sharing information in the ZARNASH FITNESS Forum

The Forum is a public forum, which means that anything you post is public information (including your username) and can be seen by anyone online, whether or not they are a part of our community.



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Always remember that when you share content in the Forum, other people can screenshot or reshare that content. As the Forum is public, information posted in the Forum may be searchable via third party internet search engines (such as Google), websites and apps.

- If you do choose to share information which can be linked to you, be careful about what you post.
- We recommend that you do not post sensitive personal information that can be linked back to you or anybody else. Remember to use your discretion when posting in a public forum.
- Do not share personal information about other people or content that you do not have the right to share in the Forum.
- We have no responsibility over the information that you choose to post in the Forum.
- Remember that if you choose to use your real name for your Forum username, then your posts can be linked back to you personally.
- If you choose to link your Instagram name to your Forum account, then it will be possible for people to find your Instagram page via the Forum and link your Forum posts back to you personally.

PRENATAL AND POST-PREGNANCY PROGRAM ADDENDUM

These provisions apply when you participate in the Prenatal Workouts or Post-Pregnancy Workouts offered by ZARNASH FITNESS on the Platform. If you do not agree to these provisions, you must not participate in the Prenatal Workouts or Post-Pregnancy Workouts.

1. Specifically, when participating in any of the Prenatal Workouts or Post-Pregnancy Workouts, you represent, warrant and acknowledge the following:

- (a) you are participating in the Prenatal Workouts or Post-Pregnancy Workouts entirely at your own risk, and acknowledge that if you make any modifications to the Prenatal Workouts or Post-Pregnancy Workouts while participating in the Prenatal Workouts or Post-Pregnancy Workouts, or if you undertake, while pregnant, any ZARNASH FITNESS Program or workout not recommended by ZARNASH FITNESS, you also do so entirely at your own risk. In addition, you understand that, in participating in the Post-Pregnancy Workouts, there is (amongst other



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Potential health risks), a risk of organ prolapse, back pain, bladder leakage, poor C-section scar healing, and the rate of reduction of diastasis recti (abdomen separation post birth). You acknowledge that these matters can all be affected by the pace, frequency and nature of exercise that you engage in before, during and post pregnancy and that you need to use caution and seek professional health advice if you are at all unsure about your health or fitness to continue, or health concerns arise after, you have undertaken any exercise as part of the Prenatal Workouts or Post-Pregnancy Workouts;

- (b) you have obtained and relied on the medical clearance of your doctor, physician, obstetrician or other medical professional in determining to participate (and once commenced, to continue participating in) the Prenatal Workouts or Post-Pregnancy Workouts;
- (c) The Prenatal Workouts and Post-Pregnancy Workouts are provided for informational purposes only. You acknowledge that any instruction, information, or guidance contained in the Prenatal Workouts or Post-Pregnancy Workouts is not a substitute for medical advice, consultation, and/or medical treatment from your doctor or healthcare provider. You should not delay seeking medical advice, disregard medical advice, or discontinue medical treatment because of any instruction, information or guidance contained in the Prenatal Workouts or Post-Pregnancy Workouts.
- (d) ZARNASH FITNESS makes no representation or warranty that any particular fitness, nutrition or health program is suitable, safe or adequate for any particular User. Accordingly, ZARNASH FITNESS is not aware of and cannot determine your individual suitability for the Prenatal Workouts or Post-Pregnancy Workouts. To the maximum extent permitted by Applicable Laws, you will indemnify ZARNASH FITNESS and the Associated Parties and hold them harmless against all claims, demands, lawsuits, actions, proceedings, investigations, liabilities, damages, losses, costs or expenses including reasonable attorneys' fees, in any way arising out of, in relation to or in connection with directly or indirectly:



ZARNASH FITNESS TERMS OF USE

- (i) your participation in the Prenatal Workouts or Post-Pregnancy Workouts; or
 - (ii) your breach of any of the provisions of this Prenatal and Post-Pregnancy Program Addendum;
- (e) any information provided by you to ZARNASH FITNESS in connection with the Prenatal Workouts or Post-Pregnancy Workouts, including the fact that you have received medical clearance to participate in the Prenatal Workouts or Post-Pregnancy Workouts, is true, and you further acknowledge that ZARNASH FITNESS has relied on this representation in order to make available to you the participate safely in the Prenatal Workouts or Post-Pregnancy Workouts; and
- (d) You are responsible for your own safety and are participating in this fitness activity at your own risk. You will not exceed the exercise recommended by your physician or health care provider. You know that you need to stop exercising immediately and seek medical advice if at any time during or after having undertaken any exercise as part of the Prenatal Workouts or Post-Pregnancy Workouts, you experience faintness, dizziness, pain, discomfort, bleeding, or shortness of breath, feel generally unwell or experience pain or discomfort, lower back or abdomen pain, or any other form of pain or symptoms (including without limitation any symptoms that your doctor, physician, obstetrician or other medical professional advised you of prior to engaging in the Prenatal Workouts or Post-Pregnancy Workouts, or at any time thereafter).