



INSTRUCTOR CERTIFICATION TERMS & CONDITIONS

Certification Fee: \$550

Cancellation of Instructor License: 30 Days' notice required for Instructor to terminate this Instructor Certification License

Annual License Renewal Fee: Either \$25/month or \$250/year (provided Instructor is approved to be a Certified Instructor following completion of the Instructor Certification Program, the license fee will be billed on the 1-year anniversary from the purchase of the Instructor Certification Program, and at that time Instructor may elect either 1 annual payment or monthly installments)

I, Instructor, have read and agree to the above terms. I have also read, understand, and agree to be bound by the terms set forth in the attached TERMS AND CONDITIONS.

I UNDERSTAND THAT EVEN IF I DO NOT RETURN A SIGNED COPY OF THIS AGREEMENT, I CONSENT TO BE (AND I AM) BOUND BY THE TERMS AND CONDITIONS BY ACCESSING OR USING THIS WEBSITE OR REGISTERING FOR AN ACCOUNT, COURSE, EXAMINATION OR MEMBERSHIP OR BY PURCHASING THE PROGRAM OFFERED HERE.

Accepted & Agreed:

Instructor Signature

Date

TERMS & CONDITIONS

PLEASE READ THIS AGREEMENT CAREFULLY. IT IS A LEGAL AGREEMENT ("AGREEMENT") BETWEEN YOU (HEREAFTER, "INSTRUCTOR") AND 5-6-7-SWEAT! LLC ("567SWEAT"), AND GOVERNS INSTRUCTOR'S ACCESS TO AND USE OF THIS WEBSITE AND THE PRODUCTS, SERVICES, MATERIALS, COURSES, AND ASSESSMENTS OFFERED ON THIS WEBSITE (COLLECTIVELY, "PROGRAM"). BY ACCESSING OR USING THIS WEBSITE OR REGISTERING FOR AN ACCOUNT, COURSE, EXAMINATION OR MEMBERSHIP OR BY PURCHASING THE PROGRAM OFFERED HERE, INSTRUCTOR AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT. Prices, terms and offerings on the website are subject to change at any time without notice.

1. **Certification to Teach.** Provided Instructor has received express written notice from 567Sweat that Instructor has successfully completed the Program and been approved by 567Sweat as a certified 567BROADWAY! instructor, and provided, further, that Instructor is not in breach of the terms hereof and this Agreement has not been terminated, during the term hereof:

A. 567Sweat hereby authorizes Instructor to teach live, in-person 567BROADWAY! classes ("Classes") in the city(ies) stated in Instructor's application email. 567Sweat further authorizes Instructor to teach private livestream 567BROADWAY! classes online ("Online Classes"); provided, all Online Classes must be live, private, and password protected. For example, Instructor may teach Online Classes on Zoom (or a similar private videoconference platform), by providing students with a private link with password protection. Under no circumstance may Instructor teach Online Classes on Instagram, YouTube, Facebook, or any other similar non-private social media network. Instructor may not under any circumstance pre-record (or simultaneously record or preserve) any Online Class or any part thereof.

B. 567Sweat hereby licenses Instructor access to the Program.

C. 567Sweat hereby licenses to Instructor the non-exclusive right to use the trademarks 567BROADWAY! ® and 567® (the "Trademarks") to advertise Classes and the copyrighted material contained in the 567BROADWAY! format (the "Copyrights") solely in connection with the teaching of Classes, as more fully described herein.

1A. **Certification Process.**

A. **Requirements.** To successfully complete the Program and become certified to teach Classes, Instructor must (i) complete all quizzes included in the Program with a passing grade, (ii) complete all aspects of the Program, and (iii) obtain 567Sweat's approval (based on Instructor's submission of the required assessment video), which such approval shall be in 567Sweat's sole discretion. THERE IS NO GUARANTEE THAT INSTRUCTOR WILL PASS THE FINAL ASSESSMENT AND GAIN 567SWEAT APPROVAL.

B. **Re-Submission.** If Instructor does not obtain approval of certification from 567Sweat, Instructor may resubmit an assessment video one (1) time. For clarity, if after submitting two (2) assessment videos, Instructor does not receive 567Sweat approval, this Agreement shall terminate pursuant to Section 18, and Instructor's access to the Program will be terminated on the date that is 90 days after the date Instructor first purchased the Program

("Purchase Date"). If Instructor does not gain 567Sweat approval after Instructor's second attempt, Instructor must wait 180 days from the Purchase Date before re-purchasing the Program and re-attempting certification. 567Sweat reserves the right to deny any applicant the right to re-attempt certification.

C. **Timing.** Instructor must complete the Program within 90 days of purchase. If Instructor does not complete the Program within the allotted time, Instructor's access to the Program will be terminated without notice.

D. **Recertification.** If at any time Instructor cancels this Agreement or if this Agreement is terminated for any reason, Instructor forfeits any and all of Instructor's rights hereunder, including Instructor's certification and Instructor must repurchase the Program and complete the Requirements listed in Section 1A.A to re-obtain certification.

E. **Refund Policy.** There are no refunds. All sales are final.

F. **Access To Program Pre-Certification.** Instructor shall have access to the Program commencing the date Instructor remits payment for the Program, and lasting until terminated pursuant to the terms hereof.

2. **Instructor Intellectual Property.** 567Sweat shall have a non-exclusive, perpetual, irrevocable license to use by any means, in any and all languages and in any and all media now known or hereafter devised, throughout the universe and in perpetuity, all still and video recordings of Instructor's Classes, including, without limitation, all choreography and other underlying materials, whether or not in writing or fixed in another medium, created at any time heretofore or hereafter or contributed by Instructor that in any way relate to Instructor's Classes or this Agreement or otherwise related to 567Sweat's business (collectively, the "**Materials**"), free and clear of any claims by Instructor (or anyone claiming under Instructor). For the avoidance of doubt, 567Sweat's rights in the Materials shall include the right to publish, distribute, reproduce, add to, subtract from, modify, edit, mix, re-mix, arrange, revise and/or adapt all or any part of the Materials in its sole discretion.

3. **Pre-Existing Intellectual Property.**

A. **Ownership.** Instructor acknowledges and agrees that 567Sweat is the sole and exclusive owner of the Program, Trademarks and Copyrights. Instructor further acknowledges and agrees that it shall not have (nor shall it ever acquire) the right to use the Program, Trademarks or Copyrights in any manner other than as expressly set forth herein. In no event shall Instructor use the Program, Trademarks or Copyrights or take any action or refrain from taking any action in connection with the Program, Trademarks or Copyrights or any goods or Classes associated with the Trademarks or Copyrights that: (i) contravenes any statute or regulation; (ii) impairs the validity or enforceability of the Trademarks or Copyrights; (iii) impairs the quality of the goods, Program and Classes with which the Trademarks or Copyrights are used by 567Sweat; or (iv) disparages the Program, Trademarks, Copyrights, 567Sweat or Joseph Corella.

B. **Reserved Rights.** All rights in and to the Program, Copyrights and Trademarks other than those specifically granted herein are reserved to 567Sweat for its own use and benefit. Instructor acknowledges that it shall not acquire any ownership rights in the Program, Trademarks or Copyrights as a result of Instructor's use thereof, and that all use of the Program,

Trademarks and Copyrights by Instructor and goodwill associated therewith shall inure to the benefit of 567Sweat throughout the universe in perpetuity. Instructor agrees that it shall not, directly or indirectly, during the term of this Agreement or thereafter, challenge the ownership by 567Sweat of the Program, Trademarks or Copyrights or the validity thereof. Instructor shall at no time adopt, use or seek to register, any variation of any of the Trademarks or Copyrights, including translations, or any trademark or artistic work subject to copyright protection likely to be similar to or confusing with any of the Trademarks or Copyrights. Instructor (or anyone acting on Instructor's behalf or at Instructor's instruction) shall not create any websites or social media handles containing all or part of any of the Trademarks, unless 567Sweat provides express written consent (which such consent 567Sweat may withdraw at any time for any reason). If, by operation of law, or otherwise, Instructor is deemed to or appears to own any property rights in and to the Program, any of the Trademarks or Copyrights, Instructor hereby expressly assigns such rights to 567Sweat and agrees to execute any and all documents requested by 567Sweat to confirm or otherwise establish 567Sweat's rights therein. Instructor acknowledges that this license is non-exclusive and, as such, 567Sweat is free to use, or license others to use, the Program, Trademarks and Copyrights in any manner whatsoever.

C. **No Public Use Of Program.** All videos and other materials contained in the Program, including the digital copy of that certain copyrighted video 567BROADWAY! A New Musical Workout, are for Instructor's personal use only. Instructor will not share, duplicate, distribute, exploit or publicly display (i) any videos contained in the Program, (ii) 567BROADWAY! A New Musical Workout, (iii) the 567STEPS videos related to 567BROADWAY! A NEW MUSICAL WORKOUT, or (iv) any of the written materials and/or graphics contained in the Program, or, in each case, any element thereof or contained therein.

D. **No Reverse Engineering.** Instructor will not develop (nor will Instructor authorize or cooperate with any third party to develop) any products or classes using Broadway or movie-musical music to compete with 567Sweat in the dance fitness market.

E. **Enforcement of Trademark Rights.** Instructor agrees to notify 567Sweat promptly, in writing, of any adverse use of the Trademarks or other designation similar to the Trademarks of which Instructor has actual knowledge.

F. **Enforcement of Copyrights.** Instructor agrees to notify 567Sweat promptly, in writing, of any adverse use of the Copyrights or other performance similar to the Copyrights of which Instructor has actual knowledge.

4. **Quality Standards/Cooperation.**

A. **Quality Standards.** In the course of Instructor's provision of Classes, Instructor shall at all times maintain and adhere to a standard of quality that meets or exceeds the quality standards set by 567Sweat in connection with its existing offering of 567BROADWAY! Classes and uses of the Trademarks and Copyrights and in strict compliance with 567Sweat's Instructor Manual, relevant laws and regulations (the "**Quality Standards**"). When using the Trademarks and Copyrights as permitted herein, Instructor shall faithfully and accurately reproduce the Trademarks and perform the Copyrights. No partial version of the Trademarks or Copyrights, or any fragments thereof, nor any modified or derivative versions of the Trademarks or Copyrights (including, without limitation, any representation of the Trademarks in combination

with other marks), may be used at any time for any purpose without the express written consent of 567Sweat in each instance.

B. **Professional Conduct.** At all times, Instructor shall:

- i. Behave ethically and in good faith towards 567Sweat;
- ii. Provide optimal professional service and demonstrate excellent client care in their Classes;
- iii. Conduct themselves in a manner that merits the respect of the public and other colleagues;
- iv. Treat each client with the utmost respect and dignity;
- v. Respect and maintain the confidentiality of all client information;
- vi. Practice with honesty, integrity, and lawfulness, obeying all local, state, federal and provincial laws, regulations and professional rules;
- vii. Accept complete responsibility for their actions; and
- viii. Respect and uphold all copyright, trademark and intellectual property rights and laws.

C. **Cooperation.** Instructor shall reasonably cooperate with 567Sweat to enable 567Sweat to ascertain that all uses of the Program, Trademarks and Copyrights, as permitted hereunder, meet the Quality Standards; including, without limitation, allowing for periodic inspection of Instructor's Classes, and supplying 567Sweat with videos of Classes and specimens of all uses of the Trademarks or Copyrights upon request.

5. **Licensor/Licensee Relationship.** The parties hereby acknowledge and agree that Instructor's relationship with 567Sweat is that of a licensee, and that nothing in this Agreement is intended to, nor should be construed to, create a partnership, agency, joint venture or employment relationship between the parties. This Agreement is solely for the benefit of the parties and may not be relied upon or enforced by any third party. For clarity, 567Sweat may rely upon the terms hereof to defend against any claim by a third party. Instructor is not authorized to make any representation, contract or commitment on behalf of 567Sweat unless specifically requested or authorized in writing to do so by an authorized officer of 567Sweat.

6. **Equitable Relief and Monetary Damages.** Instructor acknowledges that a breach of this Agreement by Instructor would cause immediate and irreparable harm to 567Sweat for which money damages could not adequately compensate 567Sweat. Therefore, notwithstanding Section 15, 567Sweat shall have the right to enforce this Agreement, not only by an action or actions for damages, but also by an action or actions for specific performance or injunctive or other equitable relief in the state and/or federal courts located in the County of Los Angeles in order to enforce or prevent any violations of the terms or conditions of this Agreement, without proof of actual damages and without the posting of bond or other security. Instructor acknowledges and agrees that Instructor shall not be entitled to injunctive or other equitable relief for any claim at law or in equity, and hereby waives any and all right, whether presently existing or accruing in the future, to seek such relief against 567Sweat and/or Joseph Corella.

7. **Liquidated Damages.** Instructor acknowledges that Instructor's use of the Program, Trademarks or Copyrights, or Instructor's offering of Classes outside the scope or beyond the term of this Agreement constitutes a material breach of this Agreement, and shall cause harm to 567Sweat the extent of which is difficult to quantify. Instructor, thus agrees that an appropriate fine for such violations shall

be \$200 per violation. For the avoidance of doubt, the liquidated damages described in this paragraph are not intended to, nor do such liquidated damages in any way limit the availability of other remedies to 567Sweat, including injunctive relief and other monetary damages. Such liquidated damages are in addition to all other remedies available to 567Sweat.

8. **Non-Disparagement/Confidentiality.** Instructor & 567Sweat acknowledge and agree that an essential component of this Agreement is to protect the privacy and reputation of 567Sweat and Joseph Corella. Instructor further acknowledges that Instructor is in a unique position to damage or affect the reputation of 567Sweat and/or Joseph Corella due to Instructor's use of the Program, Copyrights and Trademarks and teaching of Classes. Accordingly, regardless of whether or not it constitutes or involves confidential information, Instructor acknowledges and agrees that, without prior written consent, Instructor:

- A. may not and will not grant any interview or contribute to any book, program, article or other form of report, communication or publication concerning 567Sweat or Joseph Corella;
- B. may not and will not confirm or deny any rumor, claim, allegation, statement, event, or other matter or information of any kind regarding or involving 567Sweat or Joseph Corella;
- C. may not and will not post, transmit or otherwise circulate any information concerning 567Sweat or Joseph Corella (including, without limitation, any information about the whereabouts of Joseph Corella), except to the extent necessary to advertise Instructor's Classes; alnstnd
- D. may not and will not at any time take any action, or make any remarks (whether written, electronic, oral or otherwise), that may harm, defame or disparage the reputation of 567Sweat or Joseph Corella.

Instructor understands and agrees that the above undertakings apply in any medium and by any means or method to any person or entity, including, but not limited to, any postings, comments, pictures, texts or notices through any smartphone, Internet, social media, social networking or related technology such as chat rooms, web pages, Facebook, Twitter, Instagram, Pinterest, Snapchat, Four Square, Bebo, LinkedIn, Google Plus, Xanga, Yelp and any and all similar such sites or technology, regardless of whether a party participates anonymously or under a pseudonym.

9. **Assignment.** This Agreement is personal to Instructor and may not be assigned, transferred, sub-licensed, pledged, mortgaged or otherwise encumbered by Instructor in whole or in part, and any attempt by Instructor to do so is of no force or effect. 567Sweat may freely assign this Agreement.

10. **No Waiver.** No failure by 567Sweat to take action on account of any default by Instructor, whether in a single instance or repeatedly, shall constitute a waiver of any such default or the performance required of Instructor. No express waiver of a default by 567Sweat shall be construed as a waiver of any other default or future performance required hereunder. 567Sweat is not responsible for any failure to fulfill its obligations hereunder for reasons that are outside of 567Sweat's control.

11. **Representations, Warranties & Limitation of Liability.**

A. **Instructor Representations & Warranties.** Instructor warrants and represents that: (i) Instructor has the right and power to enter into this Agreement and to fully perform in accordance with all of the terms hereof; (ii) Instructor has (or shall have) secured, at Instructor's own cost and expense, all such additional rights, and approvals in connection with the subject matter hereof as may be necessary, including, without limitation, music performance rights (if applicable); and (iii) Instructor shall comply with all applicable laws, rules and regulations in the exercise of the rights granted to Instructor hereunder.

B. **Instructor Indemnity.** Instructor shall defend, indemnify and hold 567Sweat, its licensees and assigns, and the directors, officers, employees and agents of the foregoing, harmless from and against all claims, liabilities, damages, and costs (including attorneys' fees and costs regardless of whether or not litigation has commenced) arising out of, related to or in connection with (i) any breach of any representation or warranty of Instructor contained in this Agreement; (ii) any breach or alleged breach by Instructor of the terms of this Agreement; (iii) Instructor's negligent, reckless or intentional acts or omissions (whether tortious or not) arising out of, related to or in connection with this Agreement or Classes; or (iv) Instructor's criminal acts or omissions arising out of, related to or in connection with this Agreement or Classes. 567Sweat shall notify Instructor of any claim of which it becomes aware. Instructor shall take all necessary and prudent action, performed in a competent and timely manner, to control the defense (as applicable), settlement, adjustment or compromise of any such claim; provided that Instructor may not settle any claim on behalf of 567Sweat without first obtaining 567Sweat's express written authorization. 567Sweat may employ its own counsel at its own expense. In the event of a settlement of any such claim, Instructor agrees not to disclose the terms of the settlement without first obtaining 567Sweat's express written authorization. Without limiting anything herein, if, within five (5) calendar days following 567Sweat's delivery to Instructor of notification of a claim, Instructor fails to provide 567Sweat with written notice confirming Instructor's acceptance of the defense of such claim and its engagement of competent and experienced counsel, 567Sweat may engage its own counsel and the reasonable charges in connection therewith will promptly be paid by Instructor.

C. **LIMITATION OF LIABILITY.** IN NO EVENT WILL 567SWEAT, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, PRINCIPALS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOSS OF DATA, OR BUSINESS DISRUPTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR INSTRUCTOR'S USE OF THE PROGRAM, INCLUDING WITHOUT LIMITATION SERVICES, INCLUDING BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY MATERIALS OR ANY LOSS OR DAMAGE OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. CERTAIN JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND IN SUCH JURISDICTIONS, 567SWEAT'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

In no event shall 567Sweat's total liability to Instructor for all damages exceed the amount of one hundred dollars (\$100.00). The foregoing limitations will apply even if the above stated remedy fails its essential purpose.

12. **License.** The Program made available to Instructor by 567Sweat is licensed, and not sold, to Instructor, subject to the terms of this Agreement and Instructor's timely payment of any fees due and payable by Instructor to 567Sweat. Instructor's license to use the Program is subject to Instructor's prior acceptance of this Agreement and Instructor agrees that these terms will apply to the Program, including any updates or enhancements thereto. Instructor is not authorized to assign or transfer this license or Instructor's access code, username, or password to any other person or entity. Other than the rights granted to Instructor in this Agreement, 567Sweat grants Instructor no other rights. Instructor agrees not to copy, modify, rent, lease, loan, sublicense, sell, distribute, disassemble, decompile, reverse engineer, or create any derivative works or translations of or based on the Program (except as and only to the extent that the foregoing restriction is not permitted under applicable law or to the extent permitted by the license terms of any open-source components included with 567Sweat's Program). Instructor agrees to use the Program only as permitted under this Agreement and any terms delivered with the Program. Any violation of these terms may subject Instructor to civil and criminal penalties, prosecution, monetary damages, and the immediate termination of Instructor's license to use the Program. If 567Sweat reasonably suspects that Instructor has violated this Agreement, or if Instructor has not paid the fees that are due and payable by Instructor to 567Sweat, then, without notice to Instructor, 567Sweat may terminate this Agreement, the license, and Instructor's account and deny Instructor further access to the Program and website. Upon termination of this license, Instructor shall cease all use of the Program and remain liable for paying all amounts that may be due and payable by Instructor to 567Sweat. 567Sweat reserves the right to modify, suspend, remove, or disable access to the Program at any time without notice and in no event will 567Sweat be liable for making any such changes.

13. **Electronic Communication.** Any notice or consent required hereunder may be provided via e-mail. The parties agree that an e-mail received from an e-mail address known to belong to the sending party shall function as the equivalent of a signature.

14. **Headings.** The headings contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

15. **Governing Law/Arbitration.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California without regard to the conflict of law rules thereof. INSTRUCTOR IRREVOCABLY CONSENTS TO RESOLVE ALL DISPUTES ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT IN CONFIDENTIAL, BINDING ARBITRATION, WITH JAMS IN LOS ANGELES COUNTY. IN ADDITION, INSTRUCTOR COVENANTS AND AGREES NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE, OR OTHERWISE, IN ANY SUCH ACTION OR PROCEEDING, ANY CLAIM THAT ARBITRATION IS NOT THE PROPER VENUE, THAT THE ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, OR THAT THIS AGREEMENT OR THE SUBJECT MATTER HEREOF MAY NOT BE ENFORCED IN OR BY SUCH FORUM.

567Sweat reserves the right to take steps it believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. Instructor agrees that 567Sweat has the right, without liability to Instructor, to disclose any registration data and/or account information to law enforcement authorities, government officials, and/or a third party, as 567Sweat believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to 567Sweat's right to cooperate with any legal process relating to Instructor's use of the Program, and/or a third-party claim that Instructor's use of the Program is unlawful and/or infringes such third party's rights).

16. **No Resale.** 567Sweat's Program is not provided for redistribution or resale under this Agreement.

17. **Use Of Links.** 567Sweat may include material from third parties or include links to third party websites in its Program. Such material is provided as a convenience to Instructor and 567Sweat assumes no liability or responsibility for such third-party materials or websites. Please note that these third-party websites may have privacy policies that differ from those of 567Sweat and 567Sweat encourages Instructor to carefully read those policies. 567Sweat's Privacy Policy applies only to information collected by this or other 567Sweat websites.

18. **DISCLAIMER OF WARRANTIES.** THE PROGRAM AND WEBSITE ARE PROVIDED TO INSTRUCTOR "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, AND 567SWEAT HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PROGRAM AND WEBSITE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR TITLE, QUIET ENJOYMENT, AND NON-INFRINGEMENT. No oral or written statement by any 567Sweat employee or representative shall create a warranty or modify this section. Certain jurisdictions do not permit the exclusion of implied warranties, so the forgoing exclusion may not apply.

INSTRUCTOR EXPRESSLY AGREES THAT Instructor's use of, or Instructor's inability to use, the website and the Program is at Instructor's sole risk. 567Sweat does not warrant for the accuracy or completeness of any information, text, graphic, links or other items contained within the website or the Program or for any errors, omissions, or any outcomes related to Instructor's use of the website or the Program. 567Sweat takes precautions to protect itself against, but makes no warranties respecting, any harm that may be caused by the transmission of a computer virus, worm or other system or network infection or attack. 567Sweat does not guarantee that Instructor's use of the website or the Program will be error-free or uninterrupted.

Instructor and those with whom Instructor works or provides exercise advice should always review the instructions and recommendations of the manufacturer of any exercise equipment before use, even equipment that appears on the website or in the Program, as the manufacturer's instructions and recommendations may have changed since the publication of the website or the Program. INSTRUCTOR EXPRESSLY AGREES that 567Sweat is not responsible for harm that may arise from the use or misuse of any exercise equipment by Instructor or any person to whom Instructor provide exercise advice or instruction.

19. **DISCLAIMER: NO PROVISION OF PROFESSIONAL ADVICE; NO GUARANTEE.** 567SWEAT, ITS LICENSORS AND CONTRIBUTORS ARE NOT ENGAGED IN RENDERING MEDICAL, LEGAL OR OTHER PROFESSIONAL ADVICE OF SERVICES AND THE CONTENT OF THE PROGRAM OR ITS WEBSITES AND MARKETING MATERIALS ARE NOT INTENDED TO TAKE THE PLACE OF SUCH ADVICE. If such advice or other expert assistance is required, the service of a competent professional should be sought. Please consult a physician or other appropriate professional before using any of the information, services, products or other resources Instructor may find in the content of the Program or 567Sweat's websites and marketing materials, or other resources mentioned or made accessible through 567Sweat's websites. 567Sweat does not endorse, sponsor or guarantee any of the information of others, including advertisers, providers or partners, that may be accessible or made available on its websites or in its marketing materials or posted by any users who are not officers, directors, employees, representatives or agents of 567Sweat. 567Sweat does not guarantee the success (financial or otherwise) of any Classes or attendance by any students.

20. **Information Instructor Provides Or Posts On 567Sweat's Websites.** Except for information which 567Sweat expressly agrees to treat as confidential, any communication, material or information that Instructor transmits or posts to 567Sweat's websites ("User Content") will be deemed non-confidential. If Instructor posts User Content, Instructor agrees that Instructor's User Content will be accessible and viewed by others. Instructor agrees not to post, upload to, transmit, distribute, store, create or otherwise publish through this or our other websites any of the following:

- User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation, the regulations concerning privacy;
- User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- User Content that impersonates any person or entity or otherwise misrepresents Instructor's affiliation with a person or entity;
- Any unauthorized commercial use such as, but not limited to, engaging in unsolicited promotions, political campaigning, advertising, or solicitations, hyperlinking off of the Sites, or collecting names and emails addresses for the purpose of sending unsolicited emails;
- Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- Viruses, bots, corrupted data or other harmful, disruptive or destructive files; and
- User Content that, in the sole judgment of 567Sweat, is objectionable or which restricts or inhibits any other person from using or enjoying the Sites, or which may expose 567Sweat or its users to any harm or liability of any type.

This list of prohibitions provides examples and is not complete or exclusive.

By posting any User Content, Instructor represents and warrants that Instructor has the lawful right to distribute and reproduce such User Content. Any use of 567Sweat's websites, services or content in violation of this Agreement, including the foregoing, may result in, among other things, termination or suspension of Instructor's rights to use 567Sweat's websites, the Program, services or content.

Also, by posting any information or material on 567Sweat's websites, Instructor grants 567Sweat a perpetual, royalty-free license to use, display, reproduce, distribute, modify, and make publicly available such material or information for any commercial or non-commercial use.

21. **Minors.** 567Sweat recognizes the importance of protecting the privacy and safety of children. 567Sweat's Program is not intended for children under 18 years of age. We do not knowingly collect personal information from children under 18. If you are under 18, do not use the Program and do not send any information about yourself to 567Sweat. If 567Sweat learns it has collected or received personal information from a child under 18 without verification of parental consent, 567Sweat will delete that information. If you believe 567Sweat might have any information from or about a child under 18, please contact us.

22. **Entire Agreement.** This Agreement, together with the Instructor Manual and 567Sweat's Privacy Policy, sets forth the entire agreement and understanding between Instructor and 567Sweat relating to the subject matter herein and merges all prior discussions between Instructor and 567Sweat. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement,

will be effective unless in writing signed by both parties; provided, 567Sweat reserves the right to update and modify this Agreement without advance notice to Instructor and such changes will be retroactive and effective immediately when posted on this website and will govern Instructor's continued use of 567Sweat's Program.

23. **Severability**. If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions will continue in full force and effect.

24. **Termination/Survival**. Instructor may terminate this Agreement by providing 567Sweat with 30-days written notice of such termination. 567Sweat may terminate this Agreement at any time with or without cause, upon 24-hours written notice. Notwithstanding anything to the contrary in the foregoing, 567Sweat may terminate this Agreement immediately without notice, if Instructor fails to timely pay any monthly payment to 567Sweat. Regardless of termination or expiration, Sections 2, 3, 6, 7, 8, 9, 10, 11, 15, 18, 19 & 20 shall survive in perpetuity.