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PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE. BY ACCESSING THIS WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THE TERMS OF USE, PLEASE DO NOT USE THE WEBSITE.

In-Shape Health Clubs, Inc., a California corporation with a principal place of business at 6 S. El Dorado Street, Suite 700, Stockton, CA 95202 (“IN-SHAPE”) makes information, products, and services available on this website (the “Website”), subject to the following terms and conditions (“Terms of Use”). If you would like to view more information about us, or would like to contact us in relation to the Website, please visit www.inshapeclubs.com.

“You” or “your” means you personally (*i.e.*, the individual who reads and agrees to be bound by these terms), and, if you access this Website on behalf of a corporation or other legal entity (including, but not limited to, a partnership, LLC or LLP), collectively, you and such corporation or other legal entity on whose behalf you access the Website.

No charge is made for your use of the Website (unless otherwise stated), although you should be aware that charges for Internet use may apply at rates determined by your provider. IN-SHAPE reserves the right to change the products, services, prices, and programs mentioned in this Website, at any time, at its sole discretion, without advance notice. Further, your use of this Website is subject to those additional terms and conditions provided by IN-SHAPE and, subject to IN-SHAPE's sole discretion, applicable to certain information, products, and services offerings available through this Website. The Additional Terms are hereby incorporated by reference into these Terms of Use (if there is any conflict between the Additional Terms and these Terms of Use, the Additional Terms shall prevail with respect to the subject matter of such Additional Terms).

IN-SHAPE reserves the right to change these Terms of Use, and provide you with notice of such change by posting the revised draft of the Terms of Use on the Website or by other reasonable means selected by us. Your continued use of the Website after such changes will indicate your acceptance of such changes.

IN-SHAPE further reserves the right to seek all remedies available by law and in equity for any violation of these Terms of Use. Any rights not expressly granted herein are reserved by IN-SHAPE.

1. Authority to Use Website. If you are using this Website on behalf of a business or legal entity, such as a corporation or limited liability company, you represent that you are authorized to accept these terms and conditions on behalf of such corporation or other legal entity. Further, you acknowledge that you are 13 years of age or older, and, if under the age of 18, are using this Website under the active supervision of a parent, legal guardian, or other responsible adult. Individuals who are under the age of majority in their jurisdiction are not allowed to use this Website or transmit or otherwise submit personally identifiable information to IN-SHAPE.

2. Information Submitted. Your submission of information through the Website is governed by IN-SHAPE's Privacy Policy, which is located at www.inshapeclubs.com and is hereby incorporated into these Terms of Use by this reference. You represent, warrant and agree that any information that you provide in connection with your use of the Website is and shall remain true, accurate, and complete, and that you will maintain and update such information regularly.

3. Registration and User Name. You may be required to register with IN-SHAPE in order to access the Website or certain areas therein. IN-SHAPE may refuse to grant you, and you may not use, a user name (or e-mail address) that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that personally identifies you; that violates the intellectual property or other rights of any person; that is offensive; or that IN-SHAPE rejects for any other reason in IN-SHAPE's sole discretion. Your user name and password are for your personal use only, and not for use by any other person. You are responsible for maintaining the confidentiality of any password you may use to access the Website, and agree not to transfer your password or user name, or lend or otherwise transfer your use of or access to the Website, to any third party. You are fully responsible for all interaction with the Website that occurs in connection with your password or user name. You agree to notify IN-SHAPE immediately of any unauthorized use of your password or user name or any other breach of security related to your account or the Website. IN-SHAPE is not liable for any loss or damage arising from your failure to comply with any of the foregoing obligations.

4. Terms Applicable to Businesses. The following terms and conditions apply specifically to any business or legal entity, such as a corporation or limited liability company, that is subject to these Terms of Use: You agree to require your employees to be bound by and honor the terms and conditions of these Terms of Use and you agree to remain responsible and liable for all acts and omissions of your employees in connection with the use of the Website, including any violations of these Terms of Use. Any references herein to your access and/or use of the Website include access and/or use of the Website by your employees.

5. Website for Use in the United States. The Website is owned, controlled and operated by IN-SHAPE from the United States, and is not intended to subject IN-SHAPE to the laws or jurisdiction of any state, country or territory other than that of the United States. IN-SHAPE does not represent or warrant that the Website or any part thereof is appropriate or available for use in any particular jurisdiction other than the United States. In choosing to access the Website, you do so on your own initiative and at your own risk, and are responsible for complying with all local laws, rules and regulations. IN-SHAPE may limit the Website's availability, in whole or in part, to any person, geographic area or jurisdiction IN-SHAPE chooses, at any time and in IN-SHAPE's sole discretion.

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9. Copyright Infringement. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Website infringe your copyright, you (or your agent) may send IN-SHAPE a notice requesting that IN-SHAPE remove the material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send IN-SHAPE a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices should be sent to: IN-SHAPE HEALTH CLUBS, INC., Attn: Member Services 1016 E. Bianchi Road, Suite A-23, Stockton, CA 95210.

10. Rules of Conduct. While using the Website you will comply with all applicable laws, rules and regulations. Your use of the Website is conditioned on your compliance with the rules of conduct set forth in this section; any failure to comply may also result in termination of your access to the Website. You agree that you will not post, transmit, or otherwise make available, through or in connection with the Website (1) anything that is or may be threatening, harassing, degrading, hateful, defamatory; fraudulent or tortuous, obscene, indecent or otherwise objectionable, or protected by copyright, trademark or other proprietary right without the express prior consent of the owner of such right; (2) any material that would give rise to criminal or civil liability or that encourages conduct that constitutes a criminal offense; (3) any virus, worm, Trojan horse or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of any hardware or software; or (4) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letter," "pyramid scheme" or investment opportunity, or any other form of solicitation. You further agree that you will not: (1) Use the Website for any fraudulent or unlawful purpose; (2) Harvest or collect personally identifiable information about other users of the Website; (3) Impersonate any person or entity, including any representative of IN-SHAPE or its affiliates; falsely state or otherwise misrepresent your affiliation with any person or entity; or express or imply that IN-SHAPE endorses any statement you make; (4) Interfere with or disrupt the operation of the Website or the servers or networks used to make the Website available; or violate any requirements, procedures, policies or regulations of such networks; (5) Restrict or inhibit any other person from using the Website (including by hacking or defacing any portion of the Website); (6) Use the Website to advertise or offer to sell or buy any goods or services without IN-SHAPE's express prior written consent; (7) Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Website (including any content, Software and other materials available through the Website); (8) Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Website (including any content, Software and other materials available through the Website), except as and solely to the extent expressly authorized under applicable law overriding any of these restrictions; (9) Remove any copyright, trademark or other proprietary rights notice from the Website or content, Software and other materials originating from the Website; (10) Frame or mirror any part of the Website without IN-SHAPE's express prior written consent; (11) Create a database by systematically downloading and storing all or any Website content; or (12) Use any robot, spider, Website search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Website, without IN-SHAPE's express prior, written consent.

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14. Monitoring. IN-SHAPE reserves the right (but shall not be obligated) to do one or more of the following in IN-SHAPE's sole and absolute discretion: (i) monitor submitted information as well as

access to the Website; (ii) alter, remove, or refuse to post or allow to be posted any submitted information; and/or (iii) disclose any submitted information, and the circumstances surrounding their transmission, to any third party in order to operate the Website; to protect IN-SHAPE, its affiliates and their respective employees, officers, directors, shareholders, affiliates, agents, representatives, suppliers or licensees, and the Website's users and visitors; to comply with legal obligations or governmental requests; to enforce these Terms of Use; or for any other reason or purpose. IN-SHAPE disclaims any responsibility for content submitted by users on or through any area of the Website.

15. Promotions. Any contests or promotions (collectively, "Promotions") made available through the Website may be governed by specific rules that are separate from these Terms of Use. By participating in any such Promotion, you will become subject to those rules, which may vary from the terms and conditions set forth herein. You should review any specific rules applicable to a particular Promotion as well as IN-SHAPE's Privacy Policy which, in addition to these Terms of Use, governs any information you submit in connection with a Promotion. To the extent that the terms and conditions of an Promotion conflict with these Terms of Use, the terms and conditions of the Promotion shall control.

16. Termination. You agree that IN-SHAPE may, in its sole discretion, at any time for any reason or no reason, terminate your access to this Website and any account(s) you may have in connection with this Website, including if IN-SHAPE believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Use. Upon any such termination, your right to use the Website will immediately cease. You agree that any termination of your access to or use of the Website may be effected without prior notice, and that IN-SHAPE may immediately deactivate or delete your password and user name, and all related information and files associated with it, and/or bar any further access to such information or files. You agree that IN-SHAPE, its affiliates and their respective employees, officers, directors, shareholders, affiliates, agents, representatives, suppliers or licensees shall not be liable to you or any third party for any termination of your access to the Website or to any such information or files, and shall not be required to make such information or files available to you after any such termination.

17. Governing Law. If you have an existing contractual relationship with IN-SHAPE, the governing law and forum with respect to any disputes arising under or in connection with these Terms of Use (including any of our policies referred to herein) and/or the Website will be the law and forum set forth in your existing contract with IN-SHAPE. If you have more than one existing contract with IN-SHAPE, the governing law and forum with respect to any disputes arising under or in connection with these Terms of Use (including any of our policies referred to herein) and/or the Website will be the law and forum set forth in your most recent contract with IN-SHAPE. If you do not have an existing contractual relationship with IN-SHAPE, then (a) you agree to the nonexclusive jurisdiction of an appropriate state court in San Joaquin County, California, or an appropriate federal court located in the Eastern District of California for any action or proceeding arising out of or related to these Terms of Use; and (b) except to the extent expressly provided in the following paragraph, any disputes arising under or in connection with these Terms of Use (including any of our policies referred to herein) and/or the Website shall be governed by and construed in accordance with the laws of the State of California in the United States without regard to applicable conflict of law provisions.

18. Indemnity. You shall defend or settle at your sole expense any claim or suit, including without limitation any proceeding, investigation or claim by a self-regulatory organization, state or federal securities agency or commission, (collectively, an "Action") against IN-SHAPE and/or each of its affiliates, and their respective employees, officers, directors, shareholders, affiliates, agents, representatives, suppliers or licensees (each, an "Indemnitee") to the fullest extent permitted by law

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19. Notices. Notices to IN-SHAPE under these Terms of Use shall be sufficient only if in writing and transmitted via personal delivery or delivered by a major commercial rapid delivery courier service or by certified or registered mail, return receipt requested, to: IN-SHAPE HEALTH CLUBS, INC., Attention: Member Services, 1016 E. Bianchi Road, Suite A-23, Stockton, CA 95210. Notices to you may be made via posting to the Website, by e-mail, or by regular mail, in IN-SHAPE's discretion. The Website may also provide notices of changes to these Terms of Use or other matters by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

20. Miscellaneous. These Terms of Use contain the entire agreement between you and IN-SHAPE with respect to this Website and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and IN-SHAPE with respect to this Website. You hereby acknowledge that you shall have no power or authority to assume or create any obligation or responsibility on behalf of IN-SHAPE. A party may only waive its rights under these Terms of Use, by a written document executed by both parties. Any failure to enforce any provision of these Terms of Use shall not constitute a waiver thereof or of any other provision hereof. If any provision of these Terms of Use is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of any remaining provisions. You may not assign, transfer or sublicense any or all of your rights or obligations under these Terms of Use without IN-SHAPE's express prior written consent. No provision of these Terms of Use is intended for the benefit of any third party, and the parties do not intend that any provision should be enforceable by a third party. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. IN-SHAPE will not be responsible for failures to fulfill any obligations due to causes beyond its control.

21. Parental Controls. Parental control protections (such as computer hardware, software or filtering services) are commercially available and may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at <http://kids.getnetwise.org> and <http://onguardonline.gov>. IN-SHAPE does not endorse any of the products or services listed at such Websites.

22. Communications. When you visit the Website or send e-mails to us, you are communicating with us electronically, by doing so, you agree to receive communications electronically from us and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

23. Information or Complaints. This notice is for our California users: If you have a question or

complaint regarding the Website, please send an e-mail to memberservices@inshapeclubs.com. You may also contact IN-SHAPE by writing to IN-SHAPE HEALTH CLUBS, INC., Attention: Member Services, 6 S. El Dorado Street, Suite 600, Stockton, CA 95202, or by calling IN-SHAPE at (209) 472-2231. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at 916.445.1254 or 800.952.5210