

FX Studios welcomes you to our website www.FXStudios.com. Please read these Terms of Use (“**Terms**”) and our [Privacy Policy](#) carefully because they affect your legal rights, including your right to resolve any disputes that may arise between us. Subject to your compliance with these terms, you may access and use the Services. FX Studios clients and members may access the Services to establish a user account and to access other FX Studios materials. **Use of the Services, and acceptance of this Agreement, does NOT establish a membership with FX Studios.** If you do not agree to these Terms, you may not establish a FX Studios account. By using or accessing FX Studios you agree to be bound by these Terms.

TERMS OF USE

By visiting, accessing, or using any part of our Services, you expressly accept, agree, and consent to the terms and conditions of this Agreement. Your continued use of the Services after any modification to the Services or update to this Agreement, constitutes your conclusive acceptance of such change. If you do not agree to these terms and conditions of use, you must not use any portion of the Services and your sole remedy is to discontinue your use of the Services. To the extent FX Studios provides you notice of different or additional terms or practices, those additional terms will govern your use of the Services.

Privacy. By visiting, accessing, or using any part of the Services, you agree to the terms and conditions of the FX Studios [Privacy Policy](#), which is incorporated into and made part of these Terms.

Eligibility. You may only use the Services if you are at least eighteen (18) years of age.

Proxy Use: You may also authorize a proxy(ies) to view and interact with FX Studios based on the specific privileges you've assigned. You may authorize any person who qualifies for a FX Studios account, including a minor, to be a proxy. If you have agreed to allow a minor to be a proxy, you agree that you shall be solely responsible for: (a) acceptance of these Terms on the minor's behalf, (b) the minor's compliance with these Terms, (c) the on-line conduct of such minor; (d) monitoring such minor's access to and use FX Studios; and (e) the consequences of such minor's use. Access or privileges you give to someone can be modified or removed by you at any time, for any reason.

If you share information from FX Studios with another individual, you acknowledge and accept responsibility for your decision to provide them access to potentially sensitive information.

Passwords and Security. Registering for the Services may require you to create a username and a password. You agree to maintain the security, confidentiality, and integrity of your username, password, and any other security measures employed on the Services. You are responsible for all access to and use of the Services, including all

financial transactions, under your username and password, including access or use by any partner, secondary, or additional member, if applicable, whether or not authorized by you. You agree to immediately notify FX Studios of any breach of security, including unauthorized use of your username or password, and to immediately take all reasonable steps to prevent its further occurrence, including changing your password. To help ensure the security of your password or account, please sign out of your account at the end of each session.

Accuracy of Personal Information. You represent and warrant that all information provided to FX Studios through the Services is current, accurate, complete and truthful, including all initial or updated registration or membership information, such as the legal name, street address, email address, telephone number, and financial transaction account information related to you or anyone on your membership. You further represent and warrant that you are an authorized account holder of any financial transaction account which you provide to FX Studios through the Services for payment of membership dues, training services, salon or spa services, or other services and transactions.

Mobile Applications: The following terms apply to a mobile application FX Studios provides to you that is designed for use on an Apple iOS-powered mobile device (an “iOS App”) and/or an Android-powered mobile device (an “Android App”):

1. You acknowledge that these Terms are between you and the Company only, and not with Apple, Inc. (“Apple”).
2. Your use of the iOS App must comply with Apple’s then-current App Store Terms of Service.
3. The Company, and not Apple, is solely responsible for the iOS App and the Services and content available thereon. You acknowledge that Apple has no obligation to provide maintenance and support services with respect to our iOS App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to the iOS App.
4. You agree that the Company, and not Apple, is responsible for addressing any claims by you or any third-party relating to the iOS App or your possession and/or use of the OS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these Terms and any law applicable to us as provider of the iOS App.
5. You agree that the Company, and not Apple, shall be responsible, to the extent required by these Terms, for the investigation, defense, settlement and discharge of any third-party intellectual property infringement claim related to the iOS App or your possession and use of the iOS App.
6. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S.

Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

7. You agree to comply with all applicable third-party terms of agreement when using the iOS App (e.g., you must not be in violation of your wireless data service terms of agreement when using the iOS App).
8. You agree that Apple and Apple’s subsidiaries are third-party beneficiaries to these Terms as they relate to your license of the iOS App. Upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as they relate to your license of the iOS App as a third-party beneficiary thereof.
9. The following terms apply with respect to a mobile application the Company provides to you that is designed for use on an Android-powered mobile device (an “Android App”):
10. You acknowledge that these Terms are between you and the Company only, and not with Google, Inc. (“Google”).
11. Your use of the Android App must comply with Google’s then-current Android Market Terms of Service.
12. Google is only a provider of the Android Market where you obtained the Android App. The Company, and not Google, is solely responsible for the Android App and the Services and content available thereon. Google has no obligation or liability to you with respect to the Android App or these Terms.
13. You acknowledge and agree that Google is a third-party beneficiary to the Terms as they relate to the Android App.
14. In addition, if you use mobile applications to access the Site, those applications may automatically download and install updates from time to time, and you agree to receive such updates (and permit us to deliver these updates) on your mobile device as part of your use of the Site.

Geo-Location Terms: Mobile applications FX Studios may provide may make use of certain functionality and services provided by third parties that allow the Company to provide maps, geocoding, places and other content. If the mobile application you install includes geolocation services from Google, Inc. (“Google”), use of such geolocation Services is subject to Google’s then current [Terms of Use](#) for Google Maps/Google Earth and by using such services, you are agreeing to be bound by Google’s Terms of Use.

Purchases: You may be permitted to use FX Studios’ mobile application to make purchases. In order to do so, you acknowledge and agree that you must supply certain information relevant to your transaction to our third-party payment processor including, without limitation, your credit or debit card number, the expiration date of your credit or debit card, the name on your credit or debit card, and/or your billing address (the “Payment Information”). By providing the Payment Information, you expressly authorize us and/or our third-party payment processor to charge the applicable fees to the payment method provided by you, as well as any applicable taxes and other charges incurred thereto. You agree that we (or our third-party

payment processors) may charge any unpaid amounts to your provided payment method and/or send you a bill for such unpaid fees.

Disclosure of Information: We may, in our sole and reasonable discretion, disclose any information necessary to satisfy applicable law, regulation, legal process or governmental request. Rights to De-identified Information by using FX Studios you consent to us using "de-identified" data available in your account for any purpose permitted by law, including, without limitation, (i) analysis and incorporation of the de-identified data in research, databases, reports, comparative data sets, scores, or scoring systems generated there from; and (ii) creation and distribution of works and derivative works based on the de-identified data.

Updates. FX Studios may modify this Agreement at any time without advance notice to you. Such modification will become effective immediately upon either posting of the modified agreement or FX Studios notification of users. You are responsible for regularly reviewing these Terms. Your continued use of FX Studios constitutes your acceptance of the revised Terms.

Modification and Termination. FX Studios operates the Services in its sole and complete discretion. FX Studios may modify the Services at any time for any reason, including changes to features, content, functionality, or software. FX Studios may suspend all or any portion of the Services, including for periodic maintenance, equipment malfunctions or causes beyond FX Studios control. FX Studios may also terminate the Services in entirety. FX Studios is not liable for any such modification, suspension, or termination of the Services.

Health and Wellness Information. The information and materials posted on or accessible through the Site are for informational purposes only and are not intended to be a substitute for professional medical advice, diagnosis, or treatment. The Company does not recommend or endorse any specific products, procedure, opinions, or other information that may be mentioned on the Site. Reliance on any information provided by the Company, its affiliated companies, contributors to, or other users of the Site is solely at your own risk. You should consult your physician or other health care practitioner before starting any exercise program, diet or nutritional supplement program. This is particularly true if you or your family have a history of high blood pressure or heart disease, or if you have ever experienced discomfort while exercising. Never disregard professional medical advice or delay in seeking it because of something you have read on the Site. Any health, fitness or wellness related information you post on our blog, discussion board or forum may be viewed by other users of the Services.

Electronic Communications. When you use the Services, you communicate electronically with FX Studios. You expressly consent to receipt of electronic communications from FX Studios through posts on the Services and via the email you provided when setting up a user account. All agreements, notices, disclosures,

authorizations, verifications, confirmations, or other electronic communications FX Studios provides according to this paragraph satisfy any legal requirement for written communication.

Equipment. You are solely responsible for purchasing, maintaining, and ensuring all equipment, programs, and services necessary for, and compatible with, your access to and use of the Services, including hardware and software; electrical, telecommunications and internet access connections and links; and web browsers.

Your Content. You retain all rights, responsibility, and ownership of your content. You may only post User Content that you created or have permission to use. FX Studios is not responsible for any User Content posted on the Services, nor does it control the content made available by users. FX Studios makes no representations or warranties concerning efforts to review or monitor User Content, including the extent to which it may be considered or construed as personal, private, inappropriate, inaccurate, offensive, profane, misleading or otherwise objectionable. While FX Studios does not pre-approve or pre-screen User Content, FX Studios may disable, remove, or delete any User Content. FX Studios is not liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of, or reliance upon, any such User Content.

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Third-party Content, Services, Applications, and Tools. The Services may include links to, or content from, third-party websites, resources, services, applications, or tools (“**Third-Party Content**”). If you choose to use or view such Third-Party Content, your Personal Information may be disclosed to third-parties. These third-party providers may request that you agree to separate privacy policies and terms of use that are different than FX Studios terms. You should read any such policies before using or viewing Third-Party Content. FX Studios does not control and is not responsible or liable for Third-Party Content. FX Studios makes no representations or warranties concerning Third-Party Content, including the extent to which it may be considered or construed as inappropriate, inaccurate, offensive, misleading, or otherwise objectionable. FX Studios is not liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such Third-Party Content.

Copyright Infringement Notification. Pursuant to the Digital Millennium Copyright Act (“DMCA”), FX Studios designated agent (“**Copyright Agent**”) receives notices of claimed copyright infringement. If you, or an agent authorized to act on your behalf, believe in good faith that your work is on the Services in a way that constitutes copyright infringement, please provide written notice to FX Studios Copyright Agent by mail to FX Studios, LLC., 11270 Pepper Road, Hunt Valley, MD 21031 Attn: Copyright Agent with the following information:

1. A physical or electronic signature of a person authorized to act on the copyright owner's behalf;
2. A description of the copyrighted work claimed to have been infringed;
3. A description of where the copyrighted work is located on the Services, including if possible a URL;
4. Your address, telephone number, and email address;
5. A statement that you believe in good faith that use of the work is not authorized by the copyright owner, its agent, or the law; and
6. A statement, under penalty of perjury, that the above information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf.

In accordance with the DMCA, FX Studios may delete, remove, or disable any infringing work, and may forward to the alleged infringer your written notice and a notice that the work has been deleted, removed, or disabled. FX Studios reserves the right to terminate members who post infringing work.

Termination of Use. FX Studios may block, restrict, disable, suspend, or terminate your access to or use of all or any parts of the Services without prior notice or liability to you.

Unlawful or Prohibited Use. You may not use FX Studios for any purpose that is unlawful, immoral or is otherwise prohibited by these Terms. You may not use FX Studios in any manner which could damage, disable, overburden, or impair FX Studios or interfere with any other party's use and enjoyment of FX Studios. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided to you through FX Studios.

Inappropriate Use. You will not post, submit, transmit, email, upload, share, store or otherwise make available any User Content that, in FX Studios judgment:

1. Is unlawful, illegal, threatening, abusive, harassing, stalking, intimidating, libelous, false, defamatory, invasive of another's privacy or publicity rights, violent, vulgar, obscene, profane, sexual in nature, harmful to individuals, including minors, or is otherwise objectionable, offensive or improper; Is hateful toward an individual or group of individuals on the basis of gender, sexual orientation, race, ethnicity, age, disability, or religion;

2. Violates any contract or agreement you have with FX Studios, including your Member Usage Agreement and General Terms Agreement (these agreements only apply to FX Studios Members);
3. Includes personal or identifying information about another person without that person's affirmative consent;
4. Is false, fraudulent, misleading, or deceptive;
5. Constitutes or contains any form of commercial advertising, marketing, solicitation or promotion, including messages and links for commercial purpose or benefit and any affiliate marketing, link referral code, junk mail, spam; or
6. May interrupt, limit, overburden, damage, impair, destroy or otherwise negatively impact the functionality or use of the Services, including User Content with a software virus or User Content in an excessive amount (e.g., flooding attack).

If you believe any User Content does not apply with these guidelines, please contact us at FX Studios, LLC., 11270 Pepper Road, Hunt Valley, MD 21031

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LIMITATION OF LIABILITY. IN NO EVENT WILL FX STUDIOS AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS AND LICENSORS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, DAMAGES FOR LOSS OF PROFITS, REVENUES, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICES, YOUR INABILITY TO USE OR MALFUNCTIONS OF THE

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IF YOU ARE DISSATISFIED WITH FX STUDIOS, OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING FX STUDIOS.

Waiver and Severability. These terms are governed by the laws of the State of Maryland. Any cause of action or claim you may have with respect to FX Studios must be commenced within one (1) year after the claim or cause of action arises. Our failure to enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. We may assign our rights and duties to any party at any time without notice to you, and may provide services to you through our business partners and suppliers. Our performance of these Terms is subject to existing laws and legal process, and nothing contained in these terms is in derogation of our obligation to comply with governmental, court and law enforcement requests or requirements relating to your use of FX Studios or information provided to or gathered by us with respect to such use. If any part of these Terms is determined to be invalid or unenforceable then the invalid or unenforceable provision shall be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect. Unless specified otherwise as you use FX Studios, these Terms constitute our entire agreement with respect to FX Studios and these Terms supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between us with respect to FX Studios.

YOU HAVE READ, UNDERSTAND, AND VOLUNTARILY AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY USING OR ACCESSING FX STUDIOS YOU AGREE TO BE BOUND BY THESE TERMS.