**Privacy Policy**

This website (the “Site”) is owned and operated by Drive Personal Fitness, LLC d/b/a "https://www.drivepersonalfitness.com” (“COMPANY,” “we” or “us”). By using the Site, you agree to be bound by these Terms of Service and to use the Site in accordance with these Terms of Service, our Privacy Policy and any additional terms and conditions that may apply to specific sections of the Site or to products and services available through the Site or from Drive Personal Fitness, LLC. Accessing the Site, in any manner, whether automated or otherwise, constitutes use of the Site and your agreement to be bound by these Terms of Service.

We reserve the right to change these Terms of Service or to impose new conditions on use of the Site, from time to time, in which case we will post the revised Terms of Service on this website. By continuing to use the Site after we post any such changes, you accept the Terms of Service, as modified.

This privacy policy applies between you, the User of this Website and DRIVE PERSONAL FITNESS LLC., the owner and provider of this Website [[www.drivepersonalfitness.com](http://www.drivepersonalfitness.com)] DRIVE PERSONAL FITNESS, LLC takes the privacy of your information very seriously. This privacy policy applies to our use of any and all Data collected by us or provided by you in relation to your use of the Website. Please read this privacy policy carefully.

## **Definitions and interpretation**

1. In this privacy policy, the following definitions are used:  
   **Data**Collectively all information that you submit to DRIVE PERSONAL FITNESS, LLC via the Website.. This definition incorporates, where applicable, the definitions provided in the Data Protection Act 1998 and the European Union’s 2018 General Data Protection Regulation (GDPR);  
     
   **Credit & Debit Card Data**We do not store credit card details nor do we share customer details relating to financial data with any 3rd parties;  
     
   **Cookies**a small text file may be placed on your computer by this Website when you visit certain parts of the Website and/or when you use certain features of the Website. Details of the cookies used by this Website are set out in the clause below (**Cookies**);  
   DRIVE PERSONAL FITNESS LLC. is a company incorporated in Indiana, Pennsylvania with whose registered office is 665 Philadelphia St. Atrium Suite 001, Indiana, PA 15701.  
     
   **UK and EU Cookie Law**the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended by the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011 and the European Union’s 2018 General Data Protection Regulation;  
     
   **User** or **you**any third party that accesses the Website and is not either (i) employed by DRIVE PERSONAL FITNESS LLC. and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to DRIVE PERSONAL FITNESS LLC. and accessing the Website in connection with the provision of such services; and  
     
   **Website**the website that you are currently using, **[**[**www.drivepersonalfitness.com**](http://www.drivepersonalfitness.com)], and any sub-domains of this site unless expressly excluded by their own terms and conditions.
2. In this privacy policy, unless the context requires a different interpretation:
   1. the singular includes the plural and vice versa;
   2. references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this privacy policy;
   3. a reference to a person includes firms, companies, government entities, trusts and partnerships;
   4. “including” is understood to mean “including without limitation”;
   5. reference to any statutory provision includes any modification or amendment of it;
   6. the headings and sub-headings do not form part of this privacy policy.

## **Scope of this privacy policy**

1. This privacy policy applies only to the actions of DRIVE PERSONAL FITNESS, LLC and Users with respect to this Website. It does not extend to any websites that can be accessed from this Website including, but not limited to, any links we may provide to social media websites or externally-facing URLs provided throughout the course of using DRIVE PERSONAL FITNESS, LLC..

## **Data collected**

1. We may collect the following Data, which includes personal Data, from you:
   1. Name
   2. Contact Information such as email addresses and telephone numbers;
   3. Body Attributes
   4. Any and all other information regarding exercise, nutrition, health, and wellness as it pertains to your program and/or services with Drive Personal Fitness, LLC and Drive Fit Project.
2. in each case, in accordance with this privacy policy.

## **Our use of Data**

1. For purposes of the Data Protection Act 1998 and GDPR, DRIVE PERSONAL FITNESS, LLC acts as the “data controller”.
2. We will retain any Data you submit for as long as DRIVE PERSONAL FITNESS, LLC deems it necessary to provide adequate service to the User, unless explicitly asked by a User for their Data to be deleted.
3. Unless we specifically say otherwise, your Data will never be intentionally disclosed to third parties for the sake of administering better service, but never for marketing purposes through various affiliates and / or other companies within our group.
4. All personal Data is stored securely in accordance with the principles of the Data Protection Act 1998 and the European Union’s General Data Protection Regulation. For more details on these two security regulations see the clause below (**Security**).
5. Any or all of the above Data may be required by us from time to time in order to provide you with the best possible service and experience when using our Website. Specifically, Data may be used by us for the following reasons:
   1. internal record keeping;
   2. improvement of our products / services;
   3. transmission by email of promotional materials that may be of interest to you;
   4. transmission to 3rd parties in order for them to market relevant promotional materials that may be of interest to you;
   5. The ability to make automated decision making, including profiling, only for the purpose of offering a better and more personalized experience for the User or marketing to new users based on information from the users of DRIVE FIT PROJECT in aggregate;

in each case, in accordance with this privacy policy.

## **Third party websites and services**

1. DRIVE PERSONAL FITNESS, LLC may, from time to time, employ the services of other parties for dealing with certain processes necessary for the operation of the Website. The providers of such services have access to certain personal Data provided by Users of this Website and may be located in various locations throughout the world.
2. Any Data used by such parties is used only to the extent required by them to perform the services that we request. Any use for other purposes is strictly prohibited. Furthermore, any Data that is processed by third parties will be processed within the terms of this privacy policy and in accordance with the Data Protection Act 1998 and GDPR.
3. Additionally, Data can be transmitted to 3rd parties for relevant marketing purposes at the sole discretion of those employed by DRIVE PERSONAL FITNESS LLC. and DRIVE PERSONAL FITNESS, LLC.

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## **Links to other websites**

1. This Website may, from time to time, provide links to other websites. We have no control over such websites and are not responsible for the content of these websites. This privacy policy does not extend to your use of such websites. You are advised to read the privacy policy or statement of other websites prior to using them.

## **Changes of business ownership and control**

1. DRIVE PERSONAL FITNESS LLC. may, from time to time, expand or reduce our business and this may involve the sale and/or the transfer of control of all or part of DRIVE FIT PROJECT. Data provided by Users will, where it is relevant to any part of our business so transferred, be transferred along with that part and the new owner or newly controlling party will, under the terms of this privacy policy, be permitted to use the Data for the purposes for which it was originally supplied to us.
2. We may also disclose Data to a prospective purchaser of our business or any part of it.
3. In the above instances, we will take steps with the aim of ensuring your privacy is protected.

## **Controlling use of your Data**

1. Wherever you are required to submit Data, you will be given options to restrict our use of that Data. This may include the following:
2. use of Data for direct or indirect marketing purposes; and
3. You have the right to ask for a copy of any of your personal Data held by DRIVE PERSONAL FITNESS, LLC.
4. You have the right to withdraw consent necessary to use the services provided by DRIVE PERSONAL FITNESS, LLC at any time.
5. You have the right for your data to be deleted from the servers and databases of DRIVE PERSONAL FITNESS, LLC.

## **Functionality of the Website**

1. To use all features and functions available on the Website, you may be required to submit certain Data.
2. In order to use the service administered by http://www.drivepersonalfitness.com all Users must consent for Drive Personal Fitness LLC. to use your data for purposes Drive Personal Fitness LLC. sees fit as outlined elsewhere in the Privacy Policy. Refusal to offer consent is grounds for Drive Personal Fitness LLC. to block access to services offered by http://www.drivepersonalfitness.com.
3. A User may revoke consent at any time.
4. You may restrict your internet browser’s use of Cookies. For more information see the clause below (**Cookies**).

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## **Security**

1. Data security is of great importance to **Drive Personal Fitness LLC.** and to protect your Data we have put in place suitable physical, electronic and managerial procedures to safeguard and secure Data collected via this Website.
2. If password access is required for certain parts of the Website, you are responsible for keeping this password confidential.
3. We endeavour to do our best to protect your personal Data. However, transmission of information over the internet is not always perfectly secure and is done at your own risk. We cannot ensure the security of your Data transmitted to the Website.

## **Cookies**

1. This Website may place and access certain Cookies on your computer. **http://www.drivepersonalfitness..com** uses Cookies to improve your experience of using the Website and to improve our range of products and services. **http://www.drivepersonalfitness.com** has carefully chosen these Cookies and has taken steps to ensure that your privacy is protected and respected at all times.
2. All Cookies used by this Website are used in accordance with current UK and EU Cookie Law.
3. Before the Website places Cookies on your computer, you will be presented with a message bar requesting your consent to set those Cookies. By giving your consent to the placing of Cookies, you are enabling **Drive Personal Fitness LLC.** to provide a better experience and service to you. You may, if you wish, deny consent to the placing of Cookies; however certain features of the Website may not function fully or as intended.
4. This Website may place the following Cookies:

|  |  |
| --- | --- |
| **Type of Cookie** | **Purpose** |
| Strictly necessary cookies | These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website, use a shopping cart or make use of e-billing services. |

1. You can choose to enable or disable Cookies in your internet browser. By default, most internet browsers accept Cookies but this can be changed. For further details, please consult the help menu in your internet browser.
2. You can choose to delete Cookies at any time; however you may lose any information that enables you to access the Website more quickly and efficiently including, but not limited to, personalisation settings.
3. It is recommended that you ensure that your internet browser is up-to-date and that you consult the help and guidance provided by the developer of your internet browser if you are unsure about adjusting your privacy settings.

## **General**

1. You may not transfer any of your rights under this privacy policy to any other person. We may transfer our rights under this privacy policy where we reasonably believe your rights will not be affected.
2. If any court or competent authority finds that any provision of this privacy policy (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this privacy policy will not be affected.
3. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
4. The Privacy Policy is governed by and interpreted according to the laws of Pennsylvania. Any dispute, controversy or claim arising under, out of or relating to the validity, interpretation and performance of this Privacy Policy shall be referred to and finally determined by the competent courts of the State of Pennsylvania and Pennsylvania law shall apply.
5. For any questions or concerns relating to the use of your User Data while using DRIVE PERSONAL FITNESS, LLC, you are welcome to contact the DRIVE PERSONAL FITNESS LLC.’s chosen Data Protection Officer who can be reached by sending an email to privacy@drivefitproject.com
6. Every user of DRIVE PERSONAL FITNESS, LLC has a variety of rights relating to the use of their data while using DRIVE FITNESS, LLC including the right to lodge a complaint with a supervisory authority.

## **Intellectual Property Rights**

## Our Limited License to You. This Site and all the materials available on the Site are the property of us and/or our affiliates or licensors, and are protected by copyright, trademark, and other intellectual property laws. The Site is provided solely for your personal noncommercial use. You may not use the Site or the materials available on the Site in a manner that constitutes an infringement of our rights or that has not been authorized by us. More specifically, unless explicitly authorized in these Terms of Service or by the owner of the materials, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Site. You may, however, from time to time, download and/or print one copy of individual pages of the Site for your personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices.

## **Your License to Us.** By posting or submitting any material (including, without limitation, comments, blog entries, Facebook postings, photos and videos) to us via the Site, internet groups, social media venues, or to any of our staff via email, text or otherwise, you are representing: (i) that you are the owner of the material, or are making your posting or submission with the express consent of the owner of the material; and (ii) that you are thirteen years of age or older. In addition, when you submit, email, text or deliver or post any material, you are granting us, and anyone authorized by us, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such material, in whole or in part, in any manner or medium, now known or hereafter developed, for any purpose. The foregoing grant shall include the right to exploit any proprietary rights in such posting or submission, including, but not limited to, rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction. Also, in connection with the exercise of such rights, you grant us, and anyone authorized by us, the right to identify you as the author of any of your postings or submissions by name, email address or screen name, as we deem appropriate.

## You acknowledge and agree that any contributions originally created by you for us shall be deemed a “work made for hire” when the work performed is within the scope of the definition of a work made for hire in Section 101 of the United States Copyright Law, as amended. As such, the copyrights in those works shall belong to Drive Personal Fitness, LLC from their creation. Thus, Drive Personal Fitness, LLC shall be deemed the author and exclusive owner thereof and shall have the right to exploit any or all of the results and proceeds in any and all media, now known or hereafter devised, throughout the universe, in perpetuity, in all languages, as Drive Personal Fitness, LLC determines. In the event that any of the results and proceeds of your submissions hereunder are not deemed a “work made for hire” under Section 101 of the Copyright Act, as amended, you hereby, without additional compensation, irrevocably assign, convey and transfer to Drive Personal Fitness, LLC all proprietary rights, including without limitation, all copyrights and trademarks throughout the universe, in perpetuity in every medium, whether now known or hereafter devised, to such material and any and all right, title and interest in and to all such proprietary rights in every medium, whether now known or hereafter devised, throughout the universe, in perpetuity. Any posted material which are reproductions of prior works by you shall be co-owned by us.

## You acknowledge that Drive Personal Fitness, LLC has the right but not the obligation to use and display any postings or contributions of any kind and that Drive Personal Fitness, LLC may elect to cease the use and display of any such materials (or any portion thereof), at any time for any reason whatsoever.

## **Limitations on Linking and Framing**. You may establish a hypertext link to the Site so long as the link does not state or imply any sponsorship of your site by us or by the Site. However,you may not, without our prior written permission, frame or inline link any of the content of the Site, or incorporate into another website or other service any of our material, content or intellectual property.

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## **Disclaimers**

## Throughout the Site, we may provide links and pointers to Internet sites maintained by third parties. Our linking to such third-party sites does not imply an endorsement or sponsorship of such sites, or the information, products or services offered on or through the sites. In addition, neither we nor affiliates operate or control in any respect any information, products or services that third parties may provide on or through the Site or on websites linked to by us on the Site.

## If applicable, any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, are those of the respective authors or distributors, and not Drive Personal Fitness, LLC. Neither Drive Personal Fitness, LLC nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content. Furthermore, Drive Personal Fitness, LLC neither endorses nor is responsible for the accuracy and reliability of any opinion, advice, or statement made on any of the Sites by anyone other than an authorized Drive Personal Fitness, LLC representative while acting in his/her official capacity.

## THE INFORMATION, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THE SITE AND BY Drive Personal Fitness, LLC AND ANY THIRD-PARTY SITES ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SITE OR ANY OF ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THIS SITE, INCLUDING BULLETIN BOARDS, OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

## WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE OR MATERIALS ON THIS SITE OR ON THIRD-PARTY SITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.

## You agree at all times to defend, indemnify and hold harmless Drive Personal Fitness, LLC its affiliates, their successors, transferees, assignees and licensees and their respective parent and subsidiary companies, agents, associates, officers, directors, shareholders and employees of each from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to your breach of any obligation, warranty, representation or covenant set forth herein.

## **Online Commerce**

## Certain sections of the Site may allow you to purchase many different types of products and services online that are provided by third parties. We are not responsible for the quality, accuracy, timeliness, reliability or any other aspect of these products and services. If you make a purchase from a merchant on the Site or on a site linked to by the Site, the information obtained during your visit to that merchant’s online store or site, and the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by both the merchant and us. A merchant may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these independent policies. In addition, when you purchase products or services on or through the Site, you may be subject to additional terms and conditions that specifically apply to your purchase or use of such products or services. For more information regarding a merchant, its online store, its privacy policies, and/or any additional terms and conditions that may apply, visit that merchant’s website and click on its information links or contact the merchant directly. You release us and our affiliates from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase or use of any products or services made available by third parties through the Site.

## Your participation, correspondence or business dealings with any third party found on or through our Site, regarding payment and delivery of specific goods and services, and any other terms, conditions, representations or warranties associated with such dealings, are solely between you and such third party. You agree that Drive Personal Fitness, LLC shall not be responsible or liable for any loss, damage, or other matters of any sort incurred as the result of such dealings.

## You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Site. You agree to use the Site and to purchase services or products through the Site for legitimate, non-commercial purposes only. You also agree not to make any purchases for speculative, false or fraudulent purposes or for the purpose of anticipating demand for a particular product or service. You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so. When making a purchase for a third party that requires you to submit the third party’s personal information to us or a merchant, you represent that you have obtained the express consent of such third party to provide such third party’s personal information.

## Your purchase is for personal use only. Sharing of purchases is not permitted and will be considered unauthorized, an infringing use of our copyrighted material, and may subject violators to liability.

## If payment for a course is declined, our system will automatically disable access to our premium materials. (We understand. This usually happens because a credit card expires.) We want to help restore your access, so we’ll make every attempt to contact you to help resolve this issue. Once the billing issue is resolved, we’ll restore access.

## **Interactive Features**

## This Site may include a variety of features, such as bulletin boards, web logs, chat rooms, and email services, which allow feedback to us and real-time interaction between users, and other features which allow users to communicate with others. Responsibility for what is posted on bulletin boards, web logs, chat rooms, and other public posting areas on the Site, or sent via any email services on the Site, lies with each user – you alone are responsible for the material you post or send. We do not control the messages, information or files that you or others may provide through the Site. It is a condition of your use of the Site that you do not:

## ● Restrict or inhibit any other user from using and enjoying the Site.

## ● Use the Site to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.

## **●** Interfere with or disrupt any servers or networks used to provide the Site or its features, or disobey any requirements, procedures, policies or regulations of the networks we use to provide the Site.

## ● Use the Site to instigate or encourage others to commit illegal activities or cause injury or property damage to any person.

## ● Gain unauthorized access to the Site, or any account, computer system, or network connected to this Site, by means such as hacking, password mining or other illicit means.

## ● Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Site.

## **●** Use the Site to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.

## ● Use the Site to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder.

## ● Use the Site to post or transmit any information, software or other material that contains a virus or other harmful component.

## ● Use the Site to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising.

## **●** Use the Site to advertise or solicit to anyone to buy or sell products or services, or to make donations of any kind, without our express written approval.

## ● Gather for marketing purposes any email addresses or other personal information that has been posted by other users of the Site.

## Drive Personal Fitness, LLC may host message boards, chats and other public forums on its Sites. Any user failing to comply with the terms and conditions of this Agreement may be expelled from and refused continued access to, the message boards, chats or other public forums in the future. Drive Personal Fitness, LLC or its designated agents may remove or alter any user-created content at any time for any reason. Message boards, chats and other public forums are intended to serve as discussion centers for users and subscribers. Information and content posted within these public forums may be provided by Drive Personal Fitness, LLC staff, Drive Personal Fitness, LLC’s outside contributors, or by users not connected with Drive Personal Fitness, LLC, some of whom may employ anonymous user names. Drive Personal Fitness, LLC expressly disclaims all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information or statement made or displayed in these forums by third parties, nor are we responsible for any errors or omissions in such postings, or for hyperlinks embedded in any messages. Under no circumstances will we, our affiliates, suppliers or agents be liable for any loss or damage caused by your reliance on information obtained through these forums. The opinions expressed in these forums are solely the opinions of the participants, and do not reflect the opinions of Drive Personal Fitness, LLC or any of its subsidiaries or affiliates.

## Drive Personal Fitness, LLC has no obligation whatsoever to monitor any of the content or postings on the message boards, chat rooms or other public forums on the Sites. However, you acknowledge and agree that we have the absolute right to monitor the same at our sole discretion. In addition, we reserve the right to alter, edit, refuse to post or remove any postings or content, in whole or in part, for any reason and to disclose such materials and the circumstances surrounding their transmission to any third party in order to satisfy any applicable law, regulation, legal process or governmental request and to protect ourselves, our clients, sponsors, users and visitors.

## We occasionally include access to an online community as part of our programs. We want every single member to add value to the group. Our goal is to make your community the most valuable community you’re a member of. Therefore, we reserve the right to remove anyone at any time. We rarely do this, but we want to let you know how seriously we take our communities.

## **Registration**

## To access certain features of the Site, we may ask you to provide certain demographic information including your gender, year of birth, zip code and country. In addition, if you elect to sign-up for a particular feature of the Site, such as chat rooms, web logs, or bulletin boards, you may also be asked to register with us on the form provided and such registration may require you to provide personally identifiable information such as your name and email address. You agree to provide true, accurate, current and complete information about yourself as prompted by the Site’s registration form. If we have reasonable grounds to suspect that such information is untrue, inaccurate, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). Our use of any personally identifiable information you provide to us as part of the registration process is governed by the terms of our Privacy Policy.

## **Passwords**

## To use certain features of the Site, you will need a username and password, which you will receive or create through the Site’s registration process. You are responsible for maintaining the confidentiality of the password and account, and are responsible for all activities (whether by you or by others) that occur under your password or account. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information.

## **Limitation of Liability**

## UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE, OUR SUBSIDIARY AND PARENT COMPANIES OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE, INCLUDING OUR MESSAGING, BLOGS, COMMENTS OF OTHERS, BOOKS, EMAILS, PRODUCTS, OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS, OR SERVICES MADE AVAILABLE THROUGH THE SITE OR BY US IN ANY WAY, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY AND THE LIABILITY OF OUR SUBSIDIARY AND PARENT COMPANIES OR AFFILIATES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.) YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WE ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE SITE, ANY MATERIALS, PRODUCTS, OR SERVICES ON THE SITE, OR WITH ANY OF THE SITE’S TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND THE PRODUCTS, SERVICES AND/OR MATERIALS

## Drive Personal Fitness, LLC IS NOT A PROFESSIONAL MEDICAL SERVICE, AND DOES NOT PROVIDE PROFESSIONAL MEDICAL TREATMENT

## WE EXIST FOR EDUCATIONAL PURPOSES ONLY, AND THE MATERIALS AND INFORMATION CONTAINED HEREIN AND IN OUR PRODUCTS AND SERVICES ARE FOR GENERAL INFORMATIONAL PURPOSES ONLY. NONE OF THE INFORMATION PROVIDED BY US IS INTENDED AS PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. OUR INFORMATION SHOULD NOT BE RELIED UPON FOR ANY DECISIONS OR ACTION, INCLUDING THE DIAGNOSIS OR TREATMENT OF ANY MEDICAL CONDITION

## WE DO NOT OFFER OR PROVIDE PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT AND YOU ARE RESPONSIBLE FOR CONSULTING MEDICAL PROFESSIONALS BEFORE ACTING ON ANY INFORMATION PROVIDED BY US.

## THIS SITE IS CONTINUALLY UNDER DEVELOPMENT AND Drive Personal Fitness, LLC MAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY, COMPLETENESS OR APPROPRIATENESS FOR ANY PURPOSE.

## ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION

## **Termination**

## We may cancel or terminate your right to use the Site or any part of the Site at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Site affected by such cancellation or termination. The restrictions imposed on you with respect to material downloaded from the Site, and the disclaimers and limitations of liabilities set forth in these Terms of Service, shall survive.

## **Refund Policy**

## Your purchase of a product or service or ticket to an event may or may not provide for any refund. Each specific product, service, event or course will specify its own refund policy.

## This Agreement shall be binding upon and inure to the benefit of Drive Personal Fitness, LLC and our respective assigns, successors, heirs, and legal representatives. Neither this Agreement nor any rights hereunder may be assigned without the prior written consent of Drive Personal Fitness, LLC. Notwithstanding the foregoing, all rights and obligations under this Agreement may be freely assigned by Drive Personal Fitness, LLC to any affiliated entity or any of its wholly owned subsidiaries

## **Changes to this privacy policy**

Drive Personal Fitness LLC. reserves the right to change this privacy policy as we may deem necessary from time to time or as may be required by law. Any changes will be immediately posted on the Website and you are deemed to have accepted the terms of the privacy policy on your first use of the Website following the alterations. You may contact Drive Personal Fitness LLC. by email at info@drivefitproject.com.