

## Terms

This policy governs your use of the Remorca Fitness Website and any and all related technologies such as, but not limited to any web based or mobile applications (the "Website"). The Website are designed to allow users to make class/series purchases, register for classes, buy merchandise, get information related to Remorca Fitness and communicate with Remorca Fitness Inc. ("Remorca Fitness").

## General Statement on Privacy, Personal Data, and Communications

If you use the Website, you are responsible for maintaining the confidentiality of your account, password, and for restricting access to your computer or device. You agree to accept responsibility for all activities that occur under your account and password.

When you visit the Website, or communicate with Remorca Fitness via email, you are communicating electronically. You consent to receive communications from AKTinMotion electronically and telephonically over all available mediums including cellular technologies. You give Remorca Fitness the right to communicate with you by email, by posting notifications on the Website, or telephonically. You understand and agree that all agreements, notices, disclosures, and other communications that Remorca Fitness provides electronically satisfy any legal requirement that such communications be in writing and waive any claims under the Telephone Consumer Protection Act of 1991 codified as 47 U.S.C. 227, or related laws.

## User Provided Information

Remorca Fitness does not collect any personal information about individuals – such as names and postal codes, home addresses, and email addresses – except when such information is knowingly provided to Remorca Fitness. Personal information might be obtained from online transactions such as class/series purchases, retail purchases, and/or membership registrations. Additionally, personal information may be transmitted as part of a form submission or in connection with other activities or services made available on the Website. Any personal identification information retrieved by Remorca Fitness must be voluntarily submitted by the user.

Remorca Fitness may use the information provided to contact you with important information, required notices, and marketing promotions.

## Automatically Collected Information

The Website collects some anonymous information about users automatically when individuals request pages through a browser. This information is used to keep track of the shopping cart and to help us monitor how individuals use the Website, which allows Remorca Fitness to provide an optimal experience and better service throughout the online offerings. The information collected automatically by the server does not contain anything that can identify individuals personally, such as an email or home address.

## Security Statement

AKTinMotion makes every effort to ensure that all of the transactions that occur on the Website and App are secure. All credit card numbers and transactions are encrypted. We are concerned

about safeguarding the confidentiality of your information. We provide physical, electronic, and procedural safeguards to protect information we process and maintain. For example, we limit access to this information to authorized employees and contractors who need to know that information in order to operate, develop or improve the Website. Please be aware that, although we endeavor to provide reasonable security for information we process and maintain, no security system can prevent all potential security breaches.

### What Is a Secure Connection?

When a secure connection is established between your browser and a website, any data that is transferred over the connection will be encrypted to prevent it from being viewed by a third party. Encryption makes it very difficult for anyone to intercept or decode messages exchanged over this type of secure connection.

Browsers such as Internet Explorer, Firefox, and Safari display an image of a locked padlock on their status bar when connected to a secure site. Google Chrome shows a green locked padlock on the far left side of the status bar when there is a secure SSL connection. Firefox colors the address bar yellow when connected to a secure site. Secure transactions are also indicated when the prefix in the location bar of your browser switches from `http://` or `https://`. The additional 's' stands for 'secure' and indicates a secure connection to the Remorca Fitness website. If you do not see this padlock, if it is unlocked, or if the protocol in the location bar is not listed as `https://`, then any data exchanged with the website is potentially visible to others.

Depending on your browser, you may be able to view authentication information about a secure page by double-clicking on the padlock icon in the status bar. For more information on how your software establishes a secure connection, see the help files for your particular browser.

### Cookies

A cookie is a small text file that is sent to your browser from a website and stored on your computer's hard drive. Cookies cannot read data from your hard disk or read cookie files that were created by other sites – the website that creates a cookie is the only one a browser will permit to access it.

Like many other websites and applications, the Website use cookies to obtain certain types of information. For example, Remorca Fitness might use cookies to control access to certain features such as your password and account, to customize content areas, or to analyze site activity and user behavior. Remorca Fitness reserves the right to use cookies in conjunction with new content or expanded functionality.

If you are concerned about the use of cookies, you can explore your web browser's options to notify you whenever a cookie is set, or to disallow cookies altogether. You should be aware that prohibiting the use of cookies would significantly restrict access to certain types of content or features.

### How Information Is Used

The following are examples of how AKTinMotion might use the personal information collected through the Website:

\* If you purchase an Remorca Fitness membership, a series of Remorca Fitness classes, sign up for an Remorca Fitness class, or purchase Remorca Fitness retail items, the required personal information (similar to that provided during a telephone or mail order purchase) will be used to complete your order.

\* If you indicate that you are interested in receiving Remorca Fitness related news and information, you may receive emails to the email address, and or text messages to the cellular phone number you provided as part of the registration process.

For the non-personally identifiable information collected throughout the Website or App:

\* Aggregate data could be analyzed to describe the collective characteristics and behaviors of online visitors, and subsequently be used to further optimize the effectiveness of the website, the mobile application, and the overall Remorca Fitness experience.

You can help Remorca Fitness maintain the accuracy of your personal information by updating your account. Please update this information when you change your address, phone number, or email address. Remorca Fitness will never share telephone numbers, email addresses, or any personal data with third parties.

Remorca Fitness reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders, at its sole discretion.

#### Privacy of Minors

If you are under 18, you may register and use the Website only with the involvement of a parent or guardian. Remorca Fitness does not accept the online registration of minors; please do not attempt to register on the Website if you are under the age of 18. Registration of a minor (ages 12-17) who have submitted a Waiver Form signed by a parent or guardian may sign up for classes online.

If Remorca Fitness discovers that personal information has been submitted by a minor without a signed participant/registration waiver, Remorca Fitness reserves the right to delete such information. Remorca Fitness does not seek or share personal information from minors throughout the Website.

#### Links/Third Party Websites

Remorca Fitness has not reviewed all the sites linked to the Website, and is not responsible for the content or any off-site pages or other linked sites. Although a third party website and/or application may contain the Remorca Fitness logo, please understand that it is independent from Remorca Fitness, and that Remorca Fitness has no control over the content of that website and/or application.

Going to third party or off-site websites from the Website is at your own risk. These links do not imply endorsement of, sponsorship of, or affiliation with Remorca Fitness.

#### Intellectual Property Rights

The trademarks and trade dress of AKTinMotion are proprietary to AKTinMotion and may not be used by you for any reasons other than as expressly permitted by these terms. All Website and content, design, text, graphics, and interfaces; the collection, selection, and arrangement thereof; and all software are property of, or duly licensed to, Remorca Fitness. You have the right to view, electronically copy, and print in hard copy portions of the Website for the sole purpose of making class reservations, purchases, or other personal use.

Any other use of materials on the Website, including modification, distribution, or reproduction for purposes other than those noted above, without the prior written permission of Remorca Fitness, is strictly prohibited.

You acknowledge that Remorca Fitness and/or third party content providers remain the owners of all Website and related materials, and that you do not acquire any of those ownership rights by downloading, copying, or using any such material in accordance with these Terms and Conditions. Remorca Fitness may discontinue or remove the Website, or any portion thereof, or discontinue your right to use the Website, or any portion thereof, at any time.

#### NOT AUTHORIZED TO PERFORM DATA MINING

You are not authorized without the prior written permission of Remorca Fitness to use any computer code, data mining software, “robot,” “bot,” “spider,” “scraper” or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the web pages, data or content found on this Website and/or App or accessed through this Website and/or App. You also may not engage in the mass downloading of files from this Website; use the computer processing power of this Website for purposes other than those permitted above; flood this site with electronic traffic designed to slow or stop its operation; or establish links to or from other websites to this Website.

#### NOT AUTHORIZED TO USE THIS WEBSITE FOR COMMERCIAL PURPOSES

Users are not authorized to sell, reproduce, distribute, modify, display, publicly perform, report or otherwise prepare derivative or second hand works based on any of Remorca Fitness’s material in any way for any public or commercial purpose. Thus, you are not authorized to (i) resell or make commercial use of this site or its contents; (ii) collect or use any product listings, descriptions, photographs or prices displayed on this Website in connection with the sale or resale of any Remorca Fitness products or for other commercial purposes; or (iii) create, reproduce and/or distribute any materials derived from the content provided on this Website. Furthermore, Remorca Fitness’s material may not be displayed or communicated on any other website and/or applications, in a networked computer environment or other digital support for any purpose whatsoever. In the event of breach of any of these Terms, User’s permission to use Remorca Fitness’s material will automatically terminate and any copies made of Remorca Fitness’s material must be immediately destroyed.

Any unauthorized use of Remorca Fitness’s material may violate state and federal criminal laws, infringe copyright laws, trademark laws, the laws of privacy or publicity, and communication regulations and statutes.

#### Warranty Disclaimer and Limitation of Liability

In no event will Remorca Fitness be liable for any direct, indirect, special, or other consequential damages resulting from your use of the Website, or on any other linked/third-party website, including without limitation, any lost profits, business interruption, loss of programs, or other data on your information handling systems or otherwise, including any claims waived by you previously in this agreement even if AKTinMotion expressly advised of the possibility of such damage.

All information is provided by Remorca Fitness on an “as is” basis only. Remorca Fitness provides no representations and warranties, express or implied, including the implied warranties of fitness for a particular purpose, merchantability, and non-infringement.

#### Choice of Law

The Website, App, and your use hereof, is governed by the laws of the State of New York, without regard to New York’s choice of law provisions. Any claim arising out of your use of this Website or App must be brought in New York.

#### Policy Changes

Occasional changes may be made to this document as new services and content are added to the Website or App to reflect changes in Remorca Fitness’s policies. The Terms and Conditions may be revised at any time by updating this posting. By using the Website or App, you agree to be bound by any such revisions. Users of the Website and App are encouraged to check this document periodically to stay informed of current privacy guidelines.

#### Acceptance of Terms

By using the Website or App, you signify your acceptance of the Terms and Conditions. If you do not agree to this, please refrain from using the Website or App. Your continued use of the Website or App following the posting of changes to these terms will indicate your acceptance of those changes.

- See more at: <http://aktinmotion.com/privacy-policy/#sthash.IJEpEgVI.dpuf>