

# Terms of Use

The following terms and conditions of use (the "Terms of Use") govern your use of [www.FlyFitAerialMethod.com](http://www.FlyFitAerialMethod.com) (the "Site") which is made available by FlyFit Aerial Method ("we", "us" or "our"). By using the Site, you accept and agree to these Terms of Use governing your use of the Site. If you do not agree to these Terms of Use, you may not use the Site. We may change the Terms of Use from time to time, and at any time without notice to you, by posting such changes on the Site. By using the Site following any modifications to the Terms of Use, you agree to be bound by any such modifications to the Terms of Use. In addition, please be advised that information collected on this Site may be used to populate the program application(s) that we use for our programs.

## **Our Service**

On [www.FlyFitAerialMethod.com](http://www.FlyFitAerialMethod.com), we provide information and promotional materials for our fitness brand, including general industry news, as well as a designated area for you to contact us about our products and services.

## **Accessing Our Site**

Currently, you must be at least eighteen (18) years of age or older and live in the United States in order to use the Site. If you are under the age of 18, you are hereby expressly notified that you are not permitted to provide any information through our Site, for any purpose, including seeking information about our fitness brand and opportunities. We are not responsible for monitoring or seeking verification of user qualification

or age. However, if we discover that a user is accessing the Site in violation of these Terms of Use, we may immediately take action to terminate such access if possible. We are sorry for any inconvenience this may cause.

### **Exclusive Ownership Rights**

We solely own and control all copyright and intellectual property rights on our Site or have received the permission to use them from other third parties. We do not grant or imply any ownership of the Site to you. You may view the content on the Site on your personal computer or other internet device, and make copies or prints of the content on the Site for your personal, non-commercial use only. You may not otherwise copy, reproduce, distribute or otherwise exploit any content, code, data or materials on the Site. If you make other use of the Site, except as otherwise provided above, you may violate copyright and other laws of the United States and other countries, as well as applicable state laws and may be subject to liability for such unauthorized use. We do not grant any license or other authorization to any user of our trade names, trademarks, service marks or other marks or logos, or those of our partners, without our separate express written agreement. Third-party marks are the property of their respective owners.

### **Use of the Site**

During your use of the Site, you may be asked to provide personal information or data to us in order to receive newsletters or other information about our products and services to assist you with your needs. Our information collection and use policies with respect to the privacy of personal information are set forth in the Site's Privacy Policy

which is incorporated herein by reference. Please read our Privacy Policy before submitting any personal information. You acknowledge and agree that you are solely responsible for the accuracy and content of all personal information and any other data you submit. We cannot be responsible for maintaining any information that you provide to us, and we may delete or destroy any such information at any time.

Use of the Site for the any following purposes or activities is strictly prohibited: a) conducting or supporting illegal activity of any type whatsoever; b) transmitting or storing worms or viruses or any code of a destructive nature; c) threatening, harassing, abusing, impersonating, injuring or intimidating others; d) interfering with others' use of the Site, unless such interference is for the purpose of complying with another section of these Terms of Use; e) delivering spam or collecting information to deliver spam, or sending unsolicited email advertisements; f) decompiling, disassembling, reverse engineering or otherwise attempting to discover any source code contained in the Site; g) disguising the origin of any content transmitted through the Site or manipulating your presence on the Site; and/or h) causing the launch of any automated system(s) that accesses the Site in a manner that sends more request messages to servers of the Site in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser.

## **User Accounts**

We may enable you to establish an account on the Site with a user name and password. If so, you are responsible for maintaining the strict confidentiality of your account password, and you are responsible for any activity under your account and password. You agree to (a) immediately

notify us of any unauthorized use of your password or account or any other breach of security; and (b) ensure that you exit from your account at the end of each session. It is your sole responsibility to control the dissemination and use of your password, control access to and use of your account, and notify us when you desire to cancel your account on the Site. We will not be responsible or liable for any loss or damage arising from your failure to comply with this provision.

### **Disclaimer of Warranties**

All content, materials and services provided on this Site, without limitation, are given on an "as is" and "as available" basis, without warranty of any kind, either express or implied, including, without limitation, any warranty for information, data processing services, uninterrupted access, or any warranties concerning the availability, accuracy, usefulness, or content of information, and any warranties of title, non-infringement, merchantability or fitness for a particular purpose. We hereby disclaim any and all such warranties, express and implied. We do not warrant that the Site or the services, content, functions or materials contained therein will be timely or secure or continue uninterrupted or error-free or that defects will be corrected. We make no warranty that the Site will meet users' requirements. If you should be dissatisfied with the Site, your sole remedy is to discontinue use. You should not rely on the Site to maintain any user data. You should retain all such data and information in your own records for use in the event that the Site fails or is unavailable, or the data or information is lost.

### **Limitation of Liability**

To the fullest extent permissible under applicable law, in no event shall we or any of our directors, officers, or employees, or those of our agents, affiliates, or content or service providers (hereinafter associated entities) be liable for damages of any kind whatsoever including, but not limited to, direct, indirect, special, incidental, consequential, exemplary or punitive arising from, or directly or indirectly related to, your use of or inability to use this Site or its content, materials and functions. Without limitation, no liability shall arise from any loss of revenue or anticipated profits or lost business or lost sales, even if we and/or our associated entities are advised of the possibility of such damages. Some jurisdictions do not allow the exclusions of certain implied warranties, so some of the above exclusions may not apply to you. In such case, the maximum liability of us shall not exceed the amount paid by you for access to this Site. In no event shall we or our associated entities be liable for any content posted, transmitted, exchanged or received by or on behalf of any user or other person on or through the Site.

### **Links from our Site**

Our Site contains links to other third-party websites maintained and operated by persons and/or companies outside of the FlyFit Aerial Method. We provide these links for your assistance and information. The existence of a linked website does not constitute an endorsement by us of the website or its content, products, services, advertising or other materials.

You understand and agree that we are not responsible or liable, directly or indirectly, for the availability or content of any linked website - or for any of the goods, services, or advertising available from these sites.

## **Applicable Laws**

We control and operate this Site from our offices in the United States of America. We are not licensed outside of the United States, and we are not soliciting business outside of the United States. We do not represent that materials on the Site are appropriate or available for use in other nations or other locations. Persons who choose to access this Site from other locations do so on their own initiative and are responsible for all aspects of compliance with local laws. These Terms of Use, and the agreement they create, shall be governed by and interpreted according to the laws of the State of California, without giving effect to the State of California's conflict of laws principles. You agree that any use of action that may arise under our Terms of Use shall commence and be heard in the appropriate court in the State of California in Los Angeles County. You agree to submit to the personal and exclusive jurisdiction of the courts located within the State of California in Los Angeles, County. Our failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of this agreement is found by a court to be unlawful, void or unenforceable, it shall not affect the validity and enforceability of any remaining provisions. We may modify these Terms of Use at any time, simply by updating and posting these Terms of Use on the Site and without notice to you. You agree that regardless of any statute or law to the contrary, any claim or cause of action by you arising out of or related to use of the Site or the Terms of Use must be filed by you within one (1) year after such claim or cause of action arose or be forever barred.

## **Governing Law; Venue; Fees**

The Site is governed exclusively by the laws of the State of California, without regard to conflict-of-law provisions. In any related action, state and federal courts in Los Angeles County, California shall be the sole and exclusive venue, and by using it, you expressly and irrevocably consent and submit to the jurisdiction of such courts, and that such venue is convenient. The prevailing party (on the main issue(s)) is entitled to recover its costs and expenses, including reasonable attorneys' and expert witness fees, whether an action was commenced or not. A party shall not be deemed to have prevailed merely because a covenant herein is blue-penciled to such party's disadvantage.

#### This Applies to Apps, Too

All of these Terms and Conditions of Use apply to our apps, too. Use of our apps is also at your own risk. They are provided as a service to our members and guests without charge, and we disclaim any and all responsibility for them. We do not screen our users, so please use good judgment and common sense in deciding whom to meet or trust with your personal information. We do not provide contact details to other members through any of our apps and instead route all messages through us. If at any time you wish to stop receiving messages from another member through one of our apps, you can just "block" them. You can also report threats, abuse or any other inappropriate conduct by contacting [flyfitaerialmethod@gmail.com](mailto:flyfitaerialmethod@gmail.com)

#### **Private Policy**

This Privacy Policy applies only to information we collect through electronic or digital means, including our website located at [www.flyfitaerialmethod.com](http://www.flyfitaerialmethod.com), our mobile website, mobile applications and other electronic and digital means

of communication. The FlyFit Aerial Method is committed to providing users of its Services with an understanding of how the FlyFit Aerial Method gathers and uses information, as well as the precautions taken by the FlyFit Aerial Method to protect information concerning its Users. This Privacy Policy is incorporated into and is a part of the Terms and Conditions of Use; it describes the FlyFit Aerial Method policies and procedures for the collection and use of personal information provided by the User as well as non-personally identifiable information. Personally identifiable information the FlyFit Aerial Method collects personally identifiable information directly from the User only when the User voluntarily enters information, or when the User requests or agrees that the FlyFit Aerial Method send the User information or materials. The FlyFit Aerial Method may also collect information through the use of promotional email campaigns or newsletters. Using the FlyFit Aerial Method website or mobile app you can purchase a membership, in which case you will provide us with the following information:

- Name
  - Home address
  - Home telephone number
  - Work telephone number
  - Email address
  - Gender
  - Date of birth
- For corporate sponsored program participants:  
Name of Employer
- For health insurance related program participants:  
Insurance Information
- For school-related programs:  
name of School or Group



## **Use of Cookies and non-personally identifiable information**

By using the Services, the User makes available to the FlyFit Aerial Method certain non-personally identifiable information (such as the domain name and type of the User's Internet server and browser or device, which pages or features of the Services the User accesses, and the length of access). This statement explains how the FlyFit Aerial Method uses such information, and how the User can restrict the use and collection of non-personally identifiable information from "cookies." A "cookie" is a bit of text information stored on the hard drive of your computer by an Internet web server when you visit or use the Services. The User can choose not to accept cookies, but in so doing, the User may not be able to access certain features on the Services. Refer to the Help information in your browser or Internet provider site or software for instructions on how to disable cookies, or to be notified when a cookie is set. the FlyFit Aerial Method may use "cookies" or store information on your device to track usage of the Services, User interactions with the Services, and to customize the Services. the FlyFit Aerial Method may use the non-personally identifiable information that is collected by the FlyFit Aerial Method to improve the design and content of the FlyFit Aerial Method Services and to enable the FlyFit Aerial Method to personalize your Internet or mobile application experience. Also, the FlyFit Aerial Method may use this information in the aggregate to analyze usage of the Services, as well as to offer user products, programs, or other services

## **Questions / Contact Us**

If you have any questions or suggestions regarding our Privacy Policy or otherwise need to contact us please contact us by mail at the following address:

The FlyFit Aerial Method  
548 S. Spring st. #B3  
Los Angeles, Ca 90013