

Mogy terms of service

Last Updated as of December 10, 2015

1. Service Terms and Limitations

1.1 Description

The Service is proprietary to MOGY and is protected by intellectual property laws and international intellectual property treaties. Your access to the Service is licensed and not sold. Subject to the timely payment of all Fees (as defined below) and the terms and limitations set forth in this Agreement, MOGY agrees to the following:

(i) To provide you with (a) a personal, non-transferable and non-exclusive account enabling you to access and use the Service and (b) a limited, non-transferable and non-exclusive license to use the software and documentation necessary to access, explore and otherwise use MOGY, or sites powered by MOGY in real time and to use the materials in MOGY, or sites powered by MOGY, in a manner consistent with paragraphs 4 (On-Line Communications) and 9 (Copyright) below.

(ii) To provide you with a limited, personal, non-transferable, nonsublicensable and non-exclusive license (a) to access and use MOGYs proprietary services and software.

1.2 User's Agreement Restrictions

(i) You agree to: (a) maintain the security of your user identification, password and other confidential information relating to your MOGY account; (b) be solely responsible for the security, confidentiality and integrity of all messages and the content that you receive, transmit through or store on the Service; (c) be responsible for all charges resulting from use of your MOGY account, including unauthorized use prior to your notifying MOGY in writing of such use and taking steps to prevent its further occurrence by changing your password; (d) comply with the terms and conditions set forth herein; and (e) comply with all applicable U.S. and international laws, statutes, ordinances, rules, regulations, contracts and applicable licenses regarding your use of the Services or MOGY.

(ii) You may not, directly or indirectly, (a) modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), create derivative works based on the Material; or (b) copy the Material or engage in any other acts inconsistent with the principles of copyright protection and fair use, as codified in 17 U.S.C. Sections 106-110, without obtaining the express written permission of MOGY and the copyright owner; or (iii) distribute (except for the purposes set forth above), rent, lease, transfer or otherwise transfer rights to, or in any way exploit, the Material, in whole or in part; or (iv)

remove any proprietary notices or labels on the Material. As between the parties, title, ownership rights, and intellectual property rights in and to the Material, and any copies or portions thereof, shall remain in Company and/or its content providers.

1.3 User Representations

You represent and warrant to MOGY that: (i) you are over the age of eighteen (18) and have the power and authority to enter into and perform your obligations under this Agreement; (ii) all information provided by you to MOGY is truthful, accurate and complete; (iii) you are the authorized signatory of the credit or charge card provided to MOGY to pay the Fees; (iv) you shall comply with all terms and conditions of this Agreement; and (v) you have provided and will provide accurate and complete registration information, including, without limitation, your legal name, address and telephone number. You agree to be financially responsible for your use of MOGY (as well as for use of your account by others, including minors living with you) and to comply with your responsibilities and obligations as stated in this Agreement.

1.4 Accessibility

You acknowledge and agree that from time to time the Service may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which MOGY may undertake from time to time; or (iii) causes beyond the control of MOGY or which are not reasonably foreseeable by MOGY.

1.5 Equipment

You shall be solely responsible for providing, maintaining and ensuring compatibility with the Service, all hardware, software, electrical and other physical requirements for your use of the Service, including, without limitation, telecommunications and internet access connections and links, web browsers or other equipment, programs and services required to access and use the Service.

2. Fees

MOGY charges a subscription fee ("Fees") for the use of the Service. MOGY expressly reserves the right to change the Fees at any time, upon notice to you. By registering for a MOGY account, you agree to pay MOGY the Fees for the Service applicable to the account level chosen. The Fees for the Service do not include any payment for telecommunications and computer hardware, software, telecommunications access charges, lines or connections or other equipment and services required to access and use the Service. All Fees, Taxes (as defined herein) and other charges will be billed to your credit card at the current international currency conversion rate. You are responsible for and shall pay MOGY all currency conversion charges, sales, use, value-

added, personal property or other tax, duty or levy of any kind, including interest and penalties thereon (collectively, "Taxes") for the use of the Services or resulting from this Agreement, whether imposed now or hereinafter by any governmental entity. You agree to promptly pay MOGY in the event of any refusal of your credit card issuer to pay any amount to MOGY for any reason. On any outstanding balance, you agree to pay the costs of collection, including attorney's fees and costs. In the event you fail to pay any amount when due, MOGY may immediately suspend or terminate this Agreement and your access to the Service.

3. Disclaimer

3.1 Content

The information presented or contained in MOGY, or provided through the Service (collectively, the "Content") is presented for the purpose of educating athletes and coaches on fitness, general health, and related training issues and topics. Nothing contained in MOGY or the Content is intended to be instructional for medical diagnosis or treatment. The information should not be considered complete, nor should it be relied on to suggest a course of treatment for a particular individual. It should not be used in place of a visit, call, consultation or the advice of your physician or other qualified health care provider. Information obtained from MOGY is not exhaustive and does not cover diseases, ailments, physical conditions or their treatment. Should you have any health care related questions, please call or see your physician or other qualified health care provider promptly. Always consult with your physician or other qualified health care provider before embarking on a new treatment, diet or fitness program. You should never disregard medical advice or delay in seeking it because of something you have read on MOGY. Information contained at MOGY is for informational use only.

The Content and other information contained in MOGY is compiled from a variety of sources ("Information Providers"). Neither MOGY nor any Information Providers directly or indirectly practice medicine or dispense medical services as part of MOGY. MOGY is not a substitution for the services of a physician, a health provider, or any trained health professional. Our policy does not allow medical advice, emotional advice, dietary advice, or personal advice of any kind. These concerns should be addressed and discussed with your physician, health care provider, family nutritionist or your registered dietitian.

Adults should not commence any short or long-termed diet program without seeking competent medical advice.

Infants, toddlers and teenagers should only participate in a diet program under competent medical supervision

YOU ACKNOWLEDGE THAT MOGY IS NOT ENGAGED IN THE PRACTICE OF MEDICINE AND THAT ALL DECISIONS MADE WILL BE THE EXCLUSIVE RESPONSIBILITY OF YOU AND YOUR PHYSICIAN. MOGY EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY ADVERSE CONSEQUENCES OR DAMAGES RESULTING FROM YOUR RELIANCE ON MOGY, THE CONTENT OR ANY INFORMATION PROVIDED THEREFROM.

3.3 Fitness Disclaimer

The Content, including each article provided through the Service, is for entertainment purposes only. MOGY recommends that you consult a physician before beginning any exercise program or diet. MOGY is not a licensed medical care provider. You should understand that participating in any exercise program or diet can result in physical injury, and you agree to do so at your own risk. The findings and opinions of authors and personal trainers expressed herein are those of the author and do not necessarily state or reflect those of MOGY.

3.4 Disclaimer of Warranties

CONTENT ON OR AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS" WITHOUT WARRANTY, EXPRESS OR IMPLIED. MOGY HEREBY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE WITH RESPECT TO THE SERVICE OR THE CONTENT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS AGREEMENT. MOGY AND INFORMATION PROVIDERS MAKE NO WARRANTY AS TO THE RELIABILITY, ACCURACY, TIMELINESS, USEFULNESS, ADEQUACY, COMPLETENESS OR SUITABILITY OF THE SERVICE. MOGY AND INFORMATION PROVIDERS CANNOT AND DO NOT WARRANT AGAINST HUMAN AND MACHINE ERRORS, OMISSIONS, DELAYS, INTERRUPTIONS OR LOSSES, INCLUDING LOSS OF DATA. MOGY AND INFORMATION PROVIDERS CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING FROM THIS ONLINE SITE WILL BE FREE OF INFECTION BY VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. MOGY AND INFORMATION PROVIDERS DO NOT WARRANT OR GUARANTEE THAT THE FUNCTIONS OR SERVICE ACCESSED THROUGH MOGY WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN MOGY WILL BE CORRECTED. Users of MOGY are responsible for (1) implementing and maintaining adequate procedures and checkpoints to satisfy their particular requirements for accuracy of data input and output and (2) maintaining a means external to MOGY for the reconstruction of any lost data.

THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

3.5 Disclaimer of Third Party Information

Statements made in websites, newsgroups, message boards, email, forums, conferences and chats reflect only the views of their authors. Forum managers, forum hosts, content providers, Information Providers or merchants appearing on MOGY are not authorized MOGY spokespersons, and their views do not necessarily reflect those of MOGY.

4. On-Line Communications

4.1

Your participation in on-line communications occurs in real time and is not edited, censored, or otherwise controlled by MOGY. MOGY cannot and does not screen content provided by you to MOGY or through the Service. Notwithstanding the foregoing, MOGY reserves the right to monitor content on MOGY and to remove content, which MOGY, in its sole discretion, determines to be harmful, offensive, or otherwise in violation of this Agreement or MOGY's operating policies for users of MOGY ("Users"). Except as described herein, any communication which you post on any public area of MOGY (e.g., comments, forums, etc.) is considered to be non-confidential. By placing any information or other material on such publicly accessible locations on MOGY (including but not limited to posting messages, uploading files, inputting data or engaging in any other form of communication), you automatically grant (or warrant that the owner of such content has expressly granted) to MOGY a perpetual, royalty-free, non-exclusive, irrevocable, unrestricted, worldwide license to use, copy, sublicense, reproduce, distribute, redistribute, modify, adapt, publish, edit, translate, transmit, create derivative works of, publish and/or broadcast, publicly perform or display any materials or other information (including without limitation, ideas contained therein for new or improved products or services) you submit to public areas of MOGY (including but not limited to chat rooms, forums and bulletin boards) alone or as part of other works in any form, media, or technology whether by any means and in any media now known or hereafter developed and to sublicense such rights through multiple tiers of sublicenses.

4.2

You may send and receive messages, electronic mail ("email"), engage in conferences and chats, download and upload files and otherwise use MOGY as permitted by this Agreement, MOGY operating policies and applicable law. Files that you upload, public messages that you send and your activity in conferences and chats are subject to review, modification and deletion without notice by the forum manager responsible for the MOGY area where you're uploading or other activity takes place (or by an individual designated by such forum manager for such purpose). MOGY operating policies relating to online conduct, storage and deletion of email and uploaded files, conferences, and bulletin boards ("BBSs"). MOGY reserves the right in its sole discretion to

change such policies at any time. Files uploaded to a BBS may be subject to posted limitations on usage, reproduction and/or dissemination, and you are responsible for adhering to such limitations if you download them.

4.3

You are responsible for your communications and your use of MOGY. You may not, under any circumstances, do any of the following: (a) use simultaneous, unattended or continuous connections to MOGY with one account; (b) post or transmit any message which is libelous or defamatory; (c) post or transmit any message, data, image or program which is indecent, obscene or pornographic; (d) post or transmit any message, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, and trademarks or service marks used in an infringing fashion; (e) use MOGY to threaten, harass, stalk, abuse, or otherwise violate the legal rights (including rights of privacy and publicity) of others; (f) intercept or attempt to intercept email or other private communications not intended for you; (g) send email to Users or other Internet users for any purpose other than personal communication, including to advertise or offer to unsolicited sell goods or services to other Users, use as a mass unsolicited distribution medium to communicate a generally unsolicited message, or use your email account as an address to which Users or other Internet users need to respond (except as otherwise expressly permitted by MOGY; (h) send unsolicited email messages through third-party mail servers in order to relay your email or hide the origination of your email to others; (i) upload or download files that contain software or other material protected by intellectual property laws, rights of privacy or publicity, or any other applicable law unless you own or control the rights to such files or have received all necessary consents; (j) upload files that contain a virus or corrupted data; (k) delete any author attributions, legal notices or proprietary designations or labels in a file that you upload to a BBS or MOGY; (l) falsify the source or origin of software or other material contained in a file that you upload to a BBS or MOGY; (m) use MOGY in a manner that adversely affects the availability of its resources to other Users; (n) use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not a subscriber to MOGY the User directory or any portion thereof other than for personal, noncommercial purposes (except as otherwise expressly permitted by MOGY; (o) falsely purport to be an employee or agent of MOGY (p) cause repeated disruptive incidents; (q) act, or fail to act, in your use of MOGY, in a manner that is contrary to applicable law or regulation; or (r) engage in any other activity deemed by the MOGY to be in conflict with the spirit or intent of this Agreement. In addition, you may not post or transmit any message which is harmful, threatening, abusive or hateful. It is not the intent of MOGY to discourage Users from taking controversial positions or expressing vigorously what may be unpopular views in MOGY, nonetheless MOGY reserves the right to take such action as it deems appropriate in cases where

MOGY is used to disseminate statements which are deeply and widely offensive and/or harmful. Each time you upload a file on MOGY, you represent and warrant that you own or otherwise control the rights or have the necessary consents to do so, and you grant every other User the right to download and use such file. Your failure to observe any of the foregoing limitations or obligations may result in civil or criminal liability.

5. Operation

MOGY reserves complete and sole discretion with respect to the operation of MOGY. MOGY may, among other things: (a) delete email or private messages if it has not been accessed by a User within the time established by MOGY policies; (b) subject to Section 7 and Section 4, make available to third parties information relating to MOGY and Users; and (c) withdraw, suspend or discontinue any functionality or feature of MOGY.

MOGY may, in its complete and sole discretion, review uploaded files, conferences, BBSs, forums, and chats and authorize restrictions on access thereto. MOGY will not review the contents of email or private messages except as required or allowed by applicable law or legal process.

6. Other Sites

You are encouraged to use discretion while browsing the Internet using links initiated at MOGY. MOGY links may lead unintentionally to sites containing information that some people may find inappropriate or offensive. It may also lead to sites which contain inaccurate information, false or misleading advertising, or information which violates copyright, libel or defamation laws. MOGY and Information Providers make no representations concerning any effort to review all of the content of sites listed in its Website.

7. Review of Postings & Uploads

MOGY does not and cannot review all communications and materials posted or uploaded to MOGY and is not responsible for the content of these communications and materials. However, MOGY reserves the right to block or remove communications or materials that it determines, in its sole discretion, to be (a) abusive, libelous, defamatory or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright or trademark, other intellectual property right of another or (d) offensive or otherwise unacceptable to MOGY. ANY MESSAGES, ADVICE, OPINIONS OR OTHER INFORMATION CONTAINED IN ANY DISCUSSION AREA SHOULD NOT BE CONSTRUED AS PROFESSIONAL ADVICE OR INSTRUCTION.

8. Copyright

The entire contents of MOGY are copyrighted as a collective work under the laws of US and other copyright laws. MOGY holds the copyright in the collective work. The collective work includes works that are the property of the Information Providers which are also protected by copyright and other intellectual property laws. You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download portions of the material from the different areas of MOGY solely for your own non-commercial use, unless otherwise permitted (e.g., in the case of electronic coupons, etc). Any redistribution retransmission or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner. You agree not to change or delete any proprietary notices from materials downloaded from MOGY. You may not use any MOGY logo or any other proprietary graphic or trademark without MOGY 's express written permission.

9. Licenses and Idea Submissions

You agree to grant to MOGY a non-exclusive, worldwide, royalty-free, perpetual license, with the right to sublicense, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any materials and other information (including, without limitation, ideas contained therein for new or improved products or services) you submit to public areas of MOGY (such as BBSs, forums and chat rooms) by all means and in any media now known or hereafter developed. You hereby waive your moral rights in any such materials and information, and you hereby warrant that any such materials and information are original with you, or that you have the right to submit such materials and information. You agree that you shall have no recourse against MOGY for any alleged or actual infringement or misappropriation of any proprietary right in your communication to us.

10. Indemnification

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS MOGY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS AND SUPPLIERS FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, RESULTING FROM ANY VIOLATION OF THIS AGREEMENT OR ANY ACTIVITY RELATED TO YOUR ACCOUNT (INCLUDING INFRINGEMENT OF THIRD PARTIES' WORLDWIDE INTELLECTUAL PROPERTY RIGHTS OR NEGLIGENT OR WRONGFUL CONDUCT) BY YOU OR ANY OTHER PERSON ACCESSING MOGY USING YOUR SERVICE ACCOUNT.

11. Waiver, Release and Limitation of Liability

You agree that neither MOGY, nor its officers, directors, employees, agents, information providers or suppliers shall HAVE ANY LIABILITY TO YOU UNDER ANY THEORY OF LIABILITY OR INDEMNITY IN CONNECTION WITH YOUR USE OF MOGY, the service or the content. YOU

HEREBY RELEASE AND FOREVER WAIVE ANY AND ALL CLAIMS YOU MAY HAVE AGAINST MOGY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS OR SUPPLIERS (INCLUDING BUT NOT LIMITED TO CLAIMS BASED UPON THE NEGLIGENCE OF MOGY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS OR SUPPLIERS) FOR LOSSES OR DAMAGES YOU SUSTAIN IN CONNECTION WITH YOUR USE OF MOGY, THE SERVICE, OR THE CONTENT.

Your use of the Service is solely at your own risk. You expressly acknowledge and agree that MOGY shall not be responsible for any damage, loss, or injury to persons or property caused, or alleged to have been caused, directly or indirectly, by any instruction, information, product, or ideas provided, suggested or referenced on MOGY, the Service, or the Content. No advice or information, whether oral or written, obtained by you from MOGY or through the Service shall create any warranty not expressly made herein.

12. Third Party Rights

The provisions of paragraphs 16 (Indemnification) and 17 (Waiver, Release and Limitation of Liability) are for the benefit of MOGY and its officers, directors, employees, agents, licensors, suppliers, and Information Providers. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

13. Term Termination

Membership to MOGY is available on a month-to-month or annual basis, with automatic renewal.

Either you or MOGY may terminate your right to use MOGY at any time, with or without cause, upon notice. MOGY also reserves the right to terminate or suspend your MOGY membership without prior notice, but MOGY will confirm such termination or suspension by subsequent notice. The provisions of paragraphs 1.2 (User's Agreement), 1.3 (User Representations), 9 (Copyright), 10 (License, and Idea Submission), 11 (Indemnification), 12 (Waiver, Release and Limitation of Liability), 13 (Third Party Rights), 15 (Cancellation), 17 (Miscellaneous), and 18 (Notice) shall survive any termination of this Agreement.

14. Cancellation

You are responsible for all associated renewal fees relating to your MOGY account until you elect to cancel your subscription to MOGY through your MOGY account. To cancel your subscription, please follow the instructions posted at your account

PLEASE NOTE: Notwithstanding anything to the contrary herein (including the provisions of Section 20 below), in the event you wish to cancel your subscription, (a) you must initiate the

cancellation process through your MOGY account, and (b) you must complete such cancellation in accordance with the instructions provided herein.

Cancellations are not retroactive therefore if a member cancels after their membership month has begun, the member will not be entitled to a refund for that membership month. Cancellations do not become effective until the starting date of the member's next membership billing cycle. A membership month begins on the calendar date when a member subscribes to MOGY and concludes on the day before that calendar date the following month.

15. Refunds

Refunds are available to any pre-paid member who is unsatisfied with their membership to MOGY. The refunded amount will be equal to the difference between the initial payment and the remaining balance on the account.

16. Copyright or Intellectual Property Infringement Notification

MOGY respects the intellectual property rights of others. You can notify MOGY of possible copyright infringement, and MOGY will review all claims of copyright infringement received and remove content deemed to have been posted or distributed in violation of any such laws. To make a claim, please send the details to support@mogy.me

17. Export Controls

(i) You shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control (iOFAC), or other United States or foreign agency or authority, and not to export, or allow the export or re-export of the Material in violation of any such restrictions, laws or regulations. By downloading or using the Material, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any restricted country or on any such list.

(ii) Any software which is downloaded from or made available via MOGY for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is TSR Gym Technik Ltd.

18. Miscellaneous

This Agreement shall be governed by and construed in accordance with the US laws. You agree that any legal action or proceeding between MOGY and you for any purpose concerning this exclusively in a federal courts having jurisdiction in Hillsborough County, Florida. Any of action or claim you may have with respect to MOGY must be commenced within one (1) year after the claim or cause of action arises. MOGY failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver. This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the Service and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Service. If any action in law or in equity is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable fees of attorneys, accountants, and other professionals, and costs and expenses in addition to any other relief to which such prevailing party may be entitled. The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof. No provisions of this Agreement are intended, nor will be interpreted, to provide or create any third party beneficiary rights or any other rights of any kind in any user, client, customer, affiliate, or any party hereto or any other person unless specifically provided otherwise herein, and except as so provided, all provisions hereof will be personal solely between the parties to this Agreement; except that Sections 11, 12 and 13 is intended to benefit MOGY and its officers, directors, employees, agents, licensors, suppliers, and Information Providers. MOGY may assign its rights and duties under this Agreement to any party at any time without notice to you.

19. Notice

MOGY may deliver notice to you under this Agreement by means of electronic mail, a general notice on MOGY, or by written communication delivered by mail to your address on record in MOGY's account information. You may give notice to MOGY at any time via electronic mail to MOGY by emailing us at suport@mogy.me