

1. Acceptance of Terms

Fitmatch Inc (“Fit:match,” “we,” “our,” or “us”) uses patented technology to revolutionize the apparel, healthcare and sports industries through data science to deliver increased relevance and satisfaction to businesses, Customers, athletes, doctors and other stakeholders, making significant strides toward democratizing access to next generation 3D data technology as well as analytics to assist in improved outcomes. These Terms of Use (“Terms”) incorporate our accompanying Privacy Policy and together govern your use of our websites (including <https://www.fitmatch.ai/>), mobile apps, web apps and any related online and offline services we provide (collectively, the “Services”), and any electronic content, functionality, features, and applications provided through the Services (collectively, “Materials”). If you have a business relationship with us (including any subscription or services agreement), the contractual terms of that relationship will control in the event of any conflict.

Please read these Terms carefully before you start to use our Services. By using the Services, you acknowledge that you have read, understood, and agree to be bound and abide by our Terms. If you do not agree to all of our Terms, or if you violate them in any way, your right to access or use the Services is terminated. PLEASE SEE SECTIONS 12-14 BELOW REGARDING YOUR LEGAL RIGHTS IN ANY DISPUTE INVOLVING OUR SERVICES, INCLUDING A WAIVER TO BRING ANY CLAIM UNDER A CLASS ACTION.

We reserve the right, in our sole discretion, to modify, alter, or otherwise update the Terms at any time, and by using the Services after the posting of a modification, you accept the modification. By using the Services, you represent and warrant that you are of legal age to form a binding contract with us and meet all of the eligibility requirements in these Terms.

2. Your Responsibilities

As used in these Terms, “**you**” generally applies to visitors to our Services (“**Visitors**”), users with registered accounts for the solutions we offer (“**Customers**”), and third party individuals who may assist current or prospective Customers by submitting their information to us through the Services (“**Supporters**”). You are responsible for any activity that occurs through your use of the Services. All information you provide to us (or provided by a Supporter on your behalf) must be true, accurate, current, and complete and you agree to update your information as necessary to maintain its truth and accuracy.

If we let you create an online account through our Services, you are responsible for any activity that occurs through your account and you agree you will not sell, transfer, license, or assign your account or any account privileges. With the exception of individuals or organizations that are expressly authorized to create accounts on behalf of their employers or others, we prohibit the creation of and you agree that you will not create an account for anyone other than yourself. You are responsible for keeping your password for the Services (if any) secret and secure.

3. Participation of Supporters

We may permit certain categories of individuals to register as a Supporter (for example, certain doctors and other healthcare professionals, or fitness or health advisors). With a Customer's prior written authorization, Supporters can submit information (including personal health and fitness information) to us on behalf of a current or prospective Customer, which becomes available to that Customer within their account.

Although we may facilitate such interactions between Customers and Supporters, we are not a party to (or responsible for) any relationship between such parties. We may choose to review or vet individuals promoting themselves as a Supporter on our Services (and anyone seeking to be a Supporter consents to us doing so), but we are not required to do so. We can reject anyone's ability to register as a Supporter on our Services for any reason and at any time in our sole discretion.

We are not a healthcare provider, and users of our Services (including Customers) are prohibited from submitting any patient information to the Services which may be subject to the Health Insurance Portability and Accountability Act, as amended and with its regulations (collectively, "HIPAA") or similar state privacy laws that govern patient information once it is provided to us. ANY SUPPORTER PROVIDING PATIENT-RELATED INFORMATION TO US THROUGH THE SERVICES ON BEHALF OF A CURRENT OR PROSPECTIVE CUSTOMER MUST FOLLOW OUR SPECIFIC DIRECTIONS TO SUBMIT FIRST A FIT:MATCH APPROVED HIPAA AUTHORIZATION SIGNED BY THE APPLICABLE CUSTOMER. HIPAA WILL NO LONGER APPLY TO SUCH INFORMATION ONCE WE RECEIVE IT.

We are not responsible for any services offered or provided by Supporters, or Supporters' compliance with applicable laws, rules or regulations. We have no control over the accuracy or correctness of the content or information provided by Supporters.

4. Payments

While many of our Services may be offered at no cost, we may where indicated charge a proscribed fee for certain portions of the Services (such as using the Services as a Supporter).

Your provision of financial information to us for purposes of payment is governed by these Terms including our Privacy Policy. To make a payment through the Services, you must register an account and provide payment authorization for purchases consistent with these Terms. You agree to provide all reasonably-requested information, such as a credit card or other payment information to be used for pre-authorization/reserve and payment/capture for purchased services. By providing your credit card or other payment information to us, you agree that we are authorized to charge your card or other payment provider with the total cost of the purchase (e.g., fees and taxes). We may use a service provider to provide payment processing services including to store your credit card information to facilitate future payments as described herein and you expressly authorize such storage. We will process all charges in US dollars. We may correct any errors or mistakes in pricing, even if we have already requested or received payment.

Subscription fees are automatically charged on a recurring basis (i.e., auto-renewal). Unless you cancel or change a subscription in accordance with these Terms, the subscription will be automatically extended for successive renewal periods of the same duration as the subscription originally selected, at the then-posted price. YOU ACKNOWLEDGE AND AGREE THAT WE MAY SUBMIT PERIODIC CHARGES (E.G., MONTHLY) FOR ANY SUBSCRIPTION YOU OPT INTO WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL WE RECEIVE PRIOR NOTICE THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE CAN REASONABLY ACT. YOU CAN TERMINATE YOUR AUTHORIZATION OR CHANGE YOUR PAYMENT METHOD THROUGH THE SERVICES OR BY CONTACTING US. This does not waive our right to seek payment directly from you.

Once initiated by you, payment obligations are non-refundable. We do not issue refunds of any Fees for early cancellation or termination of the Services, or for any other reason. To the extent any return is required by law for fees paid, it will be provided in credits for paid portions of the Services. If you have a question or issue with the charges applicable to your Account, please contact us immediately. You agree to notify us of any fee dispute within thirty (30) days of it being due, and must cooperate with us in good faith to promptly resolve any such dispute. If the charges were made in error, we will credit your User Account or payment method for the appropriate amount. You agree to reimburse us for all reasonable costs and expenses incurred in collecting delinquent amounts.

Any fees charged through our Services may be subject to applicable local, federal and state taxes, as well as app store charges. We may charge and collect all applicable taxes and app store charges we are required to collect and which are imposed by a governmental authority or app store on any transactions we process.

5. Prohibited Actions

You agree not to: (a) decompile, reverse engineer, disassemble, modify, reduce the Services to human readable form or create derivative works based upon the Services or any part thereof; (b) disable any licensing or control features of the Services; (c) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage or delete any Materials, or retrieve or record information about the Services or its users; (d) merge the Services or Materials with another program or create derivative works based on the Services or Materials; (e) remove, obscure, or alter any notice of the copyright or other proprietary legends on the Services or Materials; (f) sublicense, assign, translate, rent, lease, lend, resell for profit, distribute, or otherwise assign or transfer the Materials or access to the Services to others; (g) use, or allow the use of, the Services or the Materials in violation of any applicable laws or regulations; (h) otherwise act in fraudulent, illegal, misleading, malicious, or negligent manner when using the Services; (i) post violent defamatory, indecent, sexually explicit, discriminatory, unlawful, infringing, hateful, or other inappropriate photos or other content, including any posts intended for defaming, stalking, bullying, abusing, harassing, threatening, impersonating, harming, impersonating or intimidating people or entities; (j) create, solicit, transmit, or procure the sending of any unwanted, unsolicited, or harassing comments or communications, including advertising

or promotional material, without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation; (k) access or use the Services by means of any automated program, expert system, electronic agent or “bot” except for general purpose search engines; (l) give any other person or entity unauthorized access to the Services, or (m) scrape, copy, republish, license, or sell the information or Materials on the Services. We may pursue legal action for and/or report to law enforcement any such violations.

6. User or Customer Feedback

You agree that we are free to use any feedback, corrections, ideas, concepts, know-how, or techniques that you provide to us in regard to the Services (collectively, “**Feedback**”) for any purpose and you waive all rights therein. Please do not send us any Feedback that you wish us to keep confidential or for which you expect to receive compensation unless we expressly agree in writing otherwise. For the avoidance of doubt, any Feedback subject to a negotiated agreement or NDA will be governed by that agreement and not these Terms.

7. Privacy Policy

Fit:match values your privacy and personal information collected by us in connection with the Services will be maintained in accordance with our posted [Privacy Policy](#).

8. Reporting Copyright Infringement and Other Violations with Respect to Services

We respect the intellectual property rights of others, and we prohibit users of our Services from hosting or transmitting any materials that violate another person’s intellectual property rights or these Terms. For allegations of copyright infringement or any other issues, please notify us via the contact information below.

9. Our Intellectual Property Rights

We grant you a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to access and use the Services for lawful purposes in accordance with our Terms. The Services contain Materials owned or licensed by us, including name, logo, text, images, audio/visual works, icons and scripts, and other materials provided on or through the Services. Except as provided herein, none of the Materials may be copied, distributed, displayed, downloaded, licensed, modified, published, re-posted, reproduced, reused, sold, used to create a derivative work, or transmitted in any form or by any means without prior written permission from us or the third party owner. Unauthorized use of any Materials provided by the Services may violate copyright laws, trademark laws, the laws of privacy and publicity, and/or other regulations and statutes.

Except as expressly provided herein, we and our licensors reserve all rights with respect to Services and Materials, and may pursue all legally available options under both civil and criminal laws (and may cooperate with law enforcement agencies) in the event of any violations, including but not limited to the right to terminate accounts of any user who has infringed any intellectual property or proprietary rights. We may also disable any social media features and any links at any time without notice in our sole discretion.

Trademarks and service marks that may be referred to in the Services are owned by us or their respective owners. Nothing in the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark without our written permission. The names and logos used by us may not be used in any way, including in advertising or publicity pertaining to distribution of materials in the Services, without prior written permission.

10. Materials

We may update the content in our Services and Materials from time to time, but it will not necessarily be complete or up-to-date. Although it is our intention for the Services to be available as much as possible, there may be occasions when the Services may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. We may remove any content from the Services for any reason, without prior notice.

11. Links to or from the Services

You may link to our Services, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

Although we may control some of the hyperlinks in the Services, other links within the Services may lead to third-party sites, services, or social media platforms. We include these integrations solely as a convenience to you. The presence of a link or service does not imply an endorsement of the linked site or service, its operator, or its contents, or that we are in any way affiliated with the linked site or service. The Services do not incorporate any materials appearing in such linked sites by reference. Third party sites and services are not controlled by us, and may have different terms of use and privacy policies, which we encourage you to review.

12. Disclaimer of Warranties; Limitation of Liability

YOUR USE OF THE SERVICES AND MATERIALS IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND MATERIALS ARE PROVIDED "AS IS" WITHOUT A REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT

LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE DEFECTS WILL BE CORRECTED, OR THAT OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THROUGH USE OR DOWNLOADING MATERIAL FROM THE SERVICES. UNDER NO CIRCUMSTANCES SHALL WE OR BY EXTENSION OUR OWNERS, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT OR INDIRECT, ACTUAL, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES THAT MAY ARISE FROM THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, AND IN SUCH JURISDICTIONS OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

BY ACCESSING THE SERVICES, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

The provisions in these Terms are intended to be only as broad and inclusive as is permitted by applicable law. We reserve all rights, defenses, and permissible limitations under applicable law.

13. Indemnification

You agree that you will be responsible for any damages resulting from your violation of these Terms. You further agree to indemnify and hold us, and by extension our owners, affiliates, officers, directors, agents, employees, contractors, or service providers, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party relating to or arising out of: (i) your breach of these Terms; (ii) your activities in connection with the Services, including any violation of any law or the rights of any third party that occurs in connection with your use of the Services; or (iii) information that you (or your Supporter, if any) provided to us through the Services.

14. Governing Law; Jurisdiction; and Class Act Waiver

THE LAWS OF THE STATE OF FLORIDA WILL GOVERN THESE TERMS AND ANY DISPUTE RELATING TO THE SERVICES, WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAWS. EXCLUDING DISPUTES ADDRESSED THROUGH ARBITRATION AS PROVIDED BELOW, YOU AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT STATE AND FEDERAL COURTS LOCATED IN BROWARD COUNTY, FLORIDA IN RELATION TO ANY CLAIM, DISPUTE, OR DIFFERENCE ARISING FROM THESE TERMS AND CONDITIONS, AND YOU AGREE TO WAIVE ANY RIGHT OF REMOVAL OR TRANSFER WHETHER DUE TO FORUM NON-CONVENIENS OR OTHER REASON. The United Nations Convention on Contracts for the

International Sale of Goods and the Uniform Computer Transaction Act (UCITA) are expressly excluded from these Terms and Conditions.

We are reachable via the contact information at the end of these Terms to address any concerns you may have regarding your use of the Services. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations, which shall be a precondition to you initiating a lawsuit or arbitration against us. Any matter or dispute relating in any way to your use of the Services or these Terms that is not so resolved shall be submitted to binding confidential arbitration as provided below.

Excluding claims by us for injunctive or other non-monetary relief, any claims related to the Services and any dispute or controversy arising out of or relating to these Terms, including without limitation, any and all disputes, claims (whether in tort, contract, statutory, or otherwise) or disagreements concerning the existence, breach, interpretation, application, or termination of these Terms, shall be resolved by final and binding arbitration in accordance with the JAMS Inc. Streamlined Arbitration Rules & Procedures then in effect. The decision of the arbitrator will be final and binding on the parties. Judgment on any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. Nothing in this section shall prevent either party from seeking immediate injunctive relief from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The parties undertake to keep confidential all awards in their arbitration, together with all confidential information, all materials in the proceedings created for the purpose of the arbitration and all other documents produced by the other party in the proceedings and not otherwise in the public domain, except to the extent that disclosure may be legally required of a party, necessary to protect or pursue a legal right, or to enforce or challenge an award in legal proceedings before a court or other judicial authority.

The arbitration shall take place in Fort Lauderdale, Florida or at the option of the party seeking relief, online, by telephone, via written submissions alone or in your state of residence if requested, and be administered by JAMS; provided however, that in the event that five (5) or more individuals seek to initiate (or do initiate) arbitration proceedings against us in a coordinated or related manner (e.g., coordination among plaintiffs or their counsel in regard to similar claims), then instead of such arbitrations being administered by JAMS, we may elect to consolidate such arbitrations before an arbitrator mutually agreed-upon by the Parties (and terminate any pending administration by JAMS), (i) with such arbitrator being a retired federal or state judge and experienced with the subject matter of the arbitration, and (ii) except with respect to administration of the arbitration proceedings, the arbitrator shall follow JAMS Inc. Streamlined Arbitration Rules and Procedures.

YOU WAIVE YOUR RIGHT TO A JURY TRIAL IN ANY JUDICIAL PROCEEDING. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT FOR CONSOLIDATED ARBITRATION AS PROVIDED ABOVE, YOU AGREE THAT EACH PARTY TO A DISPUTE HEREUNDER MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and we agree (and for consolidated arbitration as provided above), no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or

class proceeding.

15. Services Controlled from United States

Our Services are operated from the United States. Except as otherwise expressly provided in our Terms and Privacy Policy, we make no representation that content or materials in the Services are appropriate or available for use in other jurisdictions. Access to any of the Services from jurisdictions where such access is illegal is strictly prohibited. If you choose to access the Services from other jurisdictions, you do so at your own risk. You are always responsible for your compliance with applicable laws.

16. App Store Terms

If you access our mobile app (“**App**”) from a third party app store platform (e.g., Apple, Google) (“**App Store**”), your access and use of the App will also be subject to that App Store’s terms (“**App Store Terms**”). For informational purposes, note that the App Store Terms generally provide that you agree or acknowledge as follows: (1) these Terms and the Services are between you and us only, and not with the App Store, and the App Store is not responsible for our App and Services, and to the maximum extent permitted by applicable law, the App Store has no warranty obligations whatsoever with respect to the Apps; (2) your license to use the Apps is limited to a non-transferable license to use the Apps on any devices supported by that App Store that you own or control, and as permitted by the usage rules set forth in the App Store Terms, except that the Apps may at times be accessed and used by other accounts associated with you (e.g., via family sharing programs); (3) the App Store is not responsible for addressing any claims by you or any third party relating to the Apps or your possession and/or use of the Apps; (4) in the event of any third party claim that the Apps or your possession and use of Apps infringe that third party’s intellectual property rights, we, not the App Store, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, subject to our Terms; (5) under some App Store Terms, you must represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties; and (6) the App Store provider with its legal affiliates are third party beneficiaries of these Terms, and that, upon your acceptance of these Terms, the App Store will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof. Please review your App Store Terms for additional relevant terms and conditions that may apply. We do not control your applicable App Store Terms, including their privacy policy and practices.

17. Entire Agreement; Severability

You acknowledge that you have read and understood and agree to be bound by these Terms. You further agree that these Terms (including our posted Privacy Policy) constitute the complete and exclusive statement of the agreement between you and us, and supersedes all other proposals or prior

agreements oral or written, and any other communications relating to the subject matter of these Terms. If any provision of these Terms is found unenforceable, it shall not affect the validity of the remainder of these Terms, which shall remain valid and enforceable according to its terms, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or your use of the Services. Notwithstanding the foregoing, we may have negotiated and executed written agreements with specific individuals or organizations with respect to specific matters addressed therein, and nothing in these Terms is intended to supersede any such agreements.

18. Contact Information

If you have any questions, concerns or comments about these Terms or our Services, please contact us via mail to: 6750 N. Andrews Ave., Suite 200 Fort Lauderdale, FL 33309; by phone to 819-575-3786; or by email info@fitmatch.ai.

These Terms were last updated September 25, 2025.