

Terms of Service

These Terms of Service (these “**Terms**”) constitute an agreement between you, the user, and Fit Mamas On the Go, LLC (“**Fit Mamas On the Go**”, “**we**” or “**us**”).

These Terms govern your access to and use of the website located at www.fitmamastribe.com (the “**Website**”), including any functionality, services and products offered on or through the Website, and any of our other products or services (collectively referred to as the “**Services**”), whether or not you are a registered user, visitor or have otherwise chosen to access the Services.

Please read these Terms carefully because they contain provisions that affect your rights and obligations, including a mandatory arbitration provision and a waiver of your right to participate in a class action. By using the Services, you accept and agree to be bound and abide by these Terms and our Privacy Policy (located at www.fitmamastribe.com), which is incorporated herein by reference. If you do not want to agree to these Terms or the Privacy Policy, you must not access or use the Services.

If you are entering into these Terms on behalf of an organization, you represent that you have the authority to bind such organization to these Terms, in which case the terms “you” or “your” shall refer to such organization. If you do not have any such authority to bind your organization, or if you do not agree with these Terms, you must not use the Services.

Use of the Services

You may use the Services only if you agree to form a binding contract with Fit Mamas On the Go and are not a person barred from receiving Services under the laws of your applicable jurisdiction. The Services are offered and available to users who are 18 years of age or older. By using the Services, you represent and warrant that you are 18 years of age or older and are otherwise capable of forming a legally binding contract with Fit Mamas On the Go. If you do not meet these requirements, you must not access or use the Services.

You agree that you will not create an account or use or access the Services if you (i) do not meet the age and eligibility requirements listed in the paragraph above or (ii) have been previously removed by Fit Mamas On the Go or banned from using the Services for any reason.

You acknowledge and confirm that (i) you have read and understand all of the terms, conditions, policies, provisions, disclosures and disclaimers contained herein, (ii) these Terms have the same force and effect as a signed agreement, and (iii) you expressly accept and agree to be bound by the terms hereof.

For those users located in the United States (“U.S.”), to be eligible to register for an account and to participate in any of the Services, you must: (a) be a natural person who is personally assigned to the email address submitted; (b) have the power to enter into a contract with Fit Mamas On the Go; (c) be physically located within the U.S. when accessing your account and participating in the Services; (d) be physically located within a U.S. state in which participation in the Services is permitted and unrestricted by that state’s laws; and (e) at all times abide by these Terms. *If any one of these requirements is not met at any time, we reserve the right to suspend or terminate your account or use of the Services with or without notice.*

For any non-U.S. located users, to be eligible to register for an account and to participate in any of the Services, you must (a) be a natural person who is personally assigned to the email address submitted; (b) have the power to enter into a contract with Fit Mamas On the Go; (c) be physically located in a jurisdiction in which participation in the Services is permitted and unrestricted by that country’s laws; and (d) at all times abide by these Terms. *If any one of these requirements is not met at any time, we reserve the right to suspend or terminate your account or use of the Services with or without notice.*

If you access the Services from a location outside the U.S., you are responsible for compliance with the laws of that jurisdiction regarding online conduct. Fit Mamas On the Go makes no claim that any of the Services may be utilized, accessed or appropriate outside the U.S. You must not access or use the Services from a territory that is embargoed by the U.S. or from which it is illegal to receive products, services, or software from the U.S.

Data Privacy

By agreeing to these Terms, you also consent to our Privacy Policy which is incorporated into these Terms by reference. If you live outside the U.S., by agreeing to these Terms you consent to the transfer and processing of your information in the U.S. in accordance with the Privacy Policy and applicable U.S. law.

Fit Mamas On the Go disclaims all liability for the disclosure of information that you choose to submit voluntarily. You assume all such risks with regards to your use of the Services.

You agree that all information you provide to register with or use the Services or otherwise is correct, current and complete and is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy. To the extent that you provide any information, including but not limited to personal information or information related to any transaction or transaction party, through the Services, or access or seek access to any such information through the Services, you represent, warrant and covenant that (i) you are providing or accessing only your own information or the information of others that you are authorized to provide to third parties, and you have all required consents and permissions required to share such information; (ii) the use of such information by Fit Mamas on the Go and its representatives and users will not infringe upon or misappropriate the intellectual property rights or otherwise violate the rights of any third parties, or violate any applicable law, rule or regulation; and (iii) you will not provide any information or otherwise use the Services in a manner that is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or that jeopardizes the security of your account in any way.

Payment Information

All payment transactions for purchases of products made through our Website are processed by Stripe, in accordance with Stripe's terms of service and privacy policy, available on Stripe's website, www.stripe.com. By making a payment transaction for products or clothing, you agree to be bound by Stripe's terms of service and privacy policy.

To help ensure that your use of our Website is secure, we take reasonable care to make the Website secure. Your payment information is not stored and we do not store credit card data aside from a reference token and the last four digits of the credit card number.

Please note that while we take reasonable care to keep the details of your order and payment secure, in the absence of negligence on our part we are not liable for any loss you may suffer if a third party procures unauthorized access to any information you provide when providing your payment information to the Website.

You acknowledge and agree that all information you provide with regards to a purchase, including, without limitation, credit card information, is accurate, current and complete. You represent and warrant that you have the legal right to use the payment method you provide to us or our payment processor, including, without limitation, any billing information you provide when completing a transaction. All credit or debit card holders are subject to validation checks and authorization by the issuer. If the issuer of your payment method refuses to authorize payment, we will not be responsible for any delay in your ability to access and use the Services. We reserve the right, with or without prior notice, to (a) discontinue or limit the availability or quantity of any product and (b) honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions.

Videos, Classes and Products

In order to access fitness videos on the Website, you must first buy a subscription. To buy a subscription, you can either sign-up at www.fitmamastribe.com by using your email and creating a password, or if you are already registered, click log in, and follow the prompts to complete a purchase.

In order to purchase products available for sale on the Website, you must complete the order process on the Website. Your payment will not process if you use an incorrect, expired, or over-the-limit credit card. We will make our best efforts to contact you if this occurs. If you fail to pay any fees or charges when due, services or privileges may be suspended or terminated. You shall be responsible and liable for any fees, including attorneys' fees and collection costs, that we may incur in our efforts to collect any unpaid balances from you.

We attempt to be as accurate as possible with respect to item descriptions on the Website, however, we do not warrant that item descriptions, predicted results from using an item or other content of any service is accurate, complete, reliable, current or error-free.

If a product offered by us itself is not as described, your sole remedy is to return it to us in unused condition and receive a refund for such return, except as otherwise required by law. There are no returns or refunds with respect to fitness videos purchased on the Website.

Third Party Links

The Services may link to independent third-party websites or services, including, without limitation, third party websites accessed and products purchased from third parties via links on the Website. Such links are provided for your reference and convenience only. Fit Mamas On the Go is not liable for the availability or accuracy of such third-party sources, and you assume all risk in using them. When you link to them, these third-party sites or services may place cookies and other tracking technologies on your computer and may have different rules for using or

sharing any personal information you submit to them. We encourage you to read their privacy policies before submitting your personal information.

When you access third party websites or interact or communicate with third parties you do so at your own risk. Fit Mamas On the Go is not responsible for the actions, content, information, data, practices, or policies any third parties, including other users. You are solely responsible for your interactions with other users of the Services, and any other parties with whom you interact through the Services. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline interaction with any other person.

If you have a dispute with one or more third-party websites, services or any other users, you release us (and our officers, managers, directors, agents, representatives, employees, subsidiaries, and joint ventures) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes, including damages for loss of profits, goodwill, use, privacy or data. We reserve the right, but have no obligation, to become involved in any way with these disputes. If you are a California resident, you waive California Civil Code §1542, which says: “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 settlement with the debtor.” And, if you are not a California resident, you waive any applicable state statutes of a similar effect.

User Accounts

If you choose to create an account, you will be asked to provide certain registration details or other information, such as username, password, email address and other information that you add to your profile. It is a condition of your use of the Services that all the information you provide is correct, current and complete. You agree that all information you provide to register with or use the Services or otherwise is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

You agree to keep your username and password confidential, and to not share your account with others. You agree to notify us immediately of any unauthorized access to your username or password or any other breach of security. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your personal information.

Services

You understand that Fit Mamas Tribe provides the Services over the Internet, that such connections can be unpredictable, insecure, and unstable, and that Fit Mamas On the Go cannot guarantee uninterrupted access to the Services. Fit Mamas On the Go disclaims all liability in connection with any security incidents or breaches arising from or attributable to an Internet and/or data connection. You agree to waive any and all claims against Fit Mamas On the Go in connection therewith.

We are constantly changing and improving our Services. We reserve the right to add or remove functionalities or features of the Services, and we may suspend or stop a Service altogether, including, for example, if you do not comply with these Terms or if we are investigating suspected misconduct. You can stop using our Services at any time. We may also stop providing Services to you, or add or create new limits to our Services or restrict your access to all or a part of the Services at any time without notice or liability. We will not be liable if for any reason all or any part of the Services are unavailable at any time or for any period. The right to access and use the Services is revoked in jurisdictions where it may be prohibited, if any.

Licenses Granted

Subject to the payment of any applicable fees and any associated temporal limitations, Fit Mamas On the Go grants you a revocable, non-transferable, non-exclusive, limited and non-assignable license to access and use the Services in accordance with these Terms. Fit Mamas On the Go reserves all other rights in the

Services not expressly granted to you. Fit Mamas On the Go will provide you with technical support in relation to your use of the Services.

You grant Fit Mamas On the Go a worldwide, unlimited, irrevocable, royalty-free license (with the right to sub-license) to use, copy, transmit, index, store, aggregate and display any user information or data uploaded to the Services (“**User Data**”). Fit Mamas On the Go agrees to use such User Data solely as required to provide or perform the requested Services and any related technical support. You acknowledge and agree that you, not Fit Mamas On the Go, are fully responsible for any User Data you submit or contribute, including its legality, reliability, accuracy and appropriateness. You also grant Fit Mamas On the Go a worldwide, unlimited, irrevocable, royalty-free license (with the right to sub-license) to use or incorporate into the Services any usage data, suggestions, enhancement requests, recommendations or other feedback provided by you to Fit Mamas On the Go relating to the operation of the Services.

User Conduct and Community Guidelines

You may use the Services only for lawful purposes and in accordance with these Terms. Without limiting the generality of the foregoing, you agree to use the Services in accordance with the provisions below:

- You will only use the Services in accordance with the laws of your jurisdiction for personal, non-commercial purposes.
- You will be respectful and considerate of other users and do your part to make Fit Mamas On the Go a safe, supportive community for all users.
- You will register for the Services using accurate and current information, and you will not impersonate or attempt to impersonate Fit Mamas On the Go, an Fit Mamas On the Go representative, another user or any other person or entity (including, without limitation, by using email addresses or

user names associated with any of the foregoing).

- You may not decompile, reverse engineer, or otherwise attempt to obtain the source code of any content on the Services.
- You will independently verify the quality, relevance or accuracy of any information provided on the Services.
- You will not use, store, copy, upload, display, post, reproduce, modify, translate, republish, distribute, broadcast, transmit, create derivative works from, display, license, sell or otherwise exploit any part of the Services or content on the Services in any form whatsoever other than as expressly permitted under these Terms.
- You will not use contact information received through the Services for phishing, spamming and other unsolicited communications or data collection.
- You will not use the Services in a manner intended to damage, disable, overburden or impair the Services or to disrupt or interfere with another's use of the Services.
- You will not attempt to circumvent, hack or disable any security or other technological features or measures of the Services or other user accounts, or attempt to probe, scan or test the vulnerability of the network to breach any security or authentication measures.
- You will not use high volume, automated, or electronic means to access the Services (including without limitation robots, spiders or scripts).

- You will not transmit malware, software viruses, Trojan horses, worms or any other malicious application to or through the Services.
- You will not threaten, dox, or otherwise harass other users.
- You will not act in a manner that violates these Terms.
- You will comply with applicable local, state, national or international laws, statutes, ordinances, rules, regulations or ethical codes governing your jurisdiction.
- You will notify us immediately of any content of or interaction with the Services that violates these Terms.

We have the right to: (i) take any action with respect to any user interactions with the Services that we deem necessary or appropriate in our sole discretion, including if we believe that such user interaction with the Services violates these Terms, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public or could create liability for Fit Mamas On the Go; (ii) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services; and (iii) terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of these Terms.

YOU WAIVE AND HOLD HARMLESS FIT MAMAS ON THE GO AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY SUCH PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Proprietary Rights

The Services and all past, present and future content of the Services, including all software, hardware and technology used to provide the Services (including our proprietary code and third-party software), user interfaces, materials displayed or performed on the Services, such as text, graphics, articles, photographs, images, illustrations and the design, structure, sequence and “look and feel” of the Services, and all other intellectual property, including all trademarks, service marks, logos, or any other trade name, trademarks, service marks and other distinctive or proprietary brand features of Fit Mamas On the Go, are (i) owned by Fit Mamas On the Go, its licensors or other providers of such material, (ii) protected by U.S. and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws, (iii) are intended solely for the personal, non-commercial use of our users, and (iv) may only be used in accordance with these Terms.

Using our Services does not give you ownership of any intellectual property rights in our Services or any content on the Services. These Terms do not grant you the right to use any of our technology or intellectual property. You may not remove, obscure, or alter any copyright or other legal notices displayed in or along with our Services.

No right, title or interest in or to the Services or any content on the Services is transferred to you, and all rights not expressly granted are reserved by Fit Mamas On the Go. Any use of the Services not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.

Claims of Copyright Infringement

If you believe that your copyrighted work has been unlawfully copied and is accessible on the Services in a way that constitutes copyright infringement, please send a notice of copyright infringement to:

Fit Mamas On the Go, LLC

Attn: Legal

Email: Lauren@FitMamasTribe.com

The notice should include:

- Your full name and electronic or physical signature.
- Your mailing address, phone number and email address (at which you can be contacted by us or the alleged infringer).
- A statement that you are the owner, or are authorized to act on behalf of the owner, of the copyright that is allegedly infringed, and that the information in your notice is accurate.
- A statement that you have a good faith belief that the disputed use of the copyrighted materials is not authorized by the copyright owner, its agent or by law, such as fair use.
- A description of the copyrighted work(s) that you claim has been infringed.
- A description of the location of the copyrighted materials on the Services.

Electronic Delivery Statement and Your Consent

You agree to receive legal notices and other information concerning Fit Mamas On the Go or the Services electronically, including notice to any email address that you may provide.

Term and Termination

These Terms will remain in effect until terminated by you or Fit Mamas On the Go. We reserve the right to terminate or change the Services or your access to the Services, without notice, at any time and for any reason, including your violation of these Terms or for business reasons. The disclaimer of warranties, limitation of liability, jurisdictional, limitation of time to file claims, indemnification and arbitration provisions survive any termination.

You agree that Fit Mamas On the Go may, for any reason and without notice to you, immediately terminate or otherwise restrict your access to the Services. Fit Mamas On the Go has no obligation to maintain, store, or transfer your information or data that you have posted on or uploaded to the Services.

Disclaimer of Representations and Warranties

THE SERVICES, PRODUCTS AND ANY ASSOCIATED FEATURES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER FIT MAMAS ON THE GO NOR ANY PERSON ASSOCIATED WITH FIT MAMAS ON THE GO MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES OR ANY ASSOCIATED FEATURES. WITHOUT LIMITING THE FOREGOING, NEITHER FIT MAMAS ON THE GO NOR ANYONE ASSOCIATED WITH FIT MAMAS ON THE GO REPRESENTS OR WARRANTS THAT THE SERVICES

OR ANY ASSOCIATED FEATURES WILL BE ACCURATE, RELIABLE, ERROR-FREE, UPDATED OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. FURTHER, FIT MAMAS ON THE GO DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS CONCERNING THE ACCURACY, LIKELY RESULTS, OR RELIABILITY OF THE USE OF THE MATERIALS ON THE WEBSITE OR THE VIDEOS OFFERED FOR PURCHASE ON THE WEBSITE.

FIT MAMAS ON THE GO HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation of Liability

YOUR USE OF THE SERVICES, ANY PRODUCTS, ANY FEATURES ON THE SERVICES AND ANY CONTENT (INCLUDING FITNESS VIDEOS) RELATED TO THE SERVICES IS AT YOUR SOLE RISK AND DISCRETION. You may not assert claims for money damages arising from the Services, your attendance at a class offered by Fit Mamas On the Go, or your use of any of the products or services sold on the Website or any associated features against Fit Mamas On the Go, its affiliates, licensors or service providers, or our respective employees, contractors, officers, directors, managers, representatives and agents. Fit Mamas On the Go, its affiliates, licensors and service providers, and our respective employees, contractors, officers, directors, managers, representatives and agents shall not be liable for any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to personal injury, pain and suffering, emotional distress, or loss of revenue, profits, goodwill or data,

whether caused by tort (including negligence), breach of contract or otherwise, even if we knew or should have known of the possibility of such damages, arising out of or in connection with (i) your use, or inability to use, the Services or any associated features, (ii) your attendance at a class offered by Fit Mamas On the Go, (iii) your use of any products or services offered on the Website, (iv) any interaction with any third party through or in connection with the Services, or (v) any other matter relating to the Services. In no event shall Fit Mamas On the Go, its affiliates, licensors or service providers, or our respective employees, contractors, officers, directors, managers, representatives and agents be liable to you in the aggregate (for all potential claims by you) for any damages incurred in excess of one hundred dollars (\$100). Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the extent permitted by law.

YOU EXPRESSLY UNDERSTAND THAT FIT MAMAS ON THE GO IS NOT LIABLE FOR ANY HARM THAT RESULTS FROM USER ENGAGEMENT IN THE SERVICES.

Indemnification

You are solely legally liable if your use or misuse of the Services or any associated features causes damage to the Services, to you, or to someone or something else. You agree to defend, indemnify, and hold harmless Fit Mamas On the Go, its affiliates, licensors and service providers, and our respective employees, contractors, officers, directors, managers, representatives and agents from and against all liabilities, claims, damages, judgment, awards, losses, costs, expenses, fines or fees (including attorney's fees and investigation costs), that arise from or relate to your use or misuse of the Services or violation of these Terms or violation of a third party's rights. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

Limitation on Time to File Claims

Any cause of action or claim you may have arising out of or relating to these Terms or the Services must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action is permanently barred.

Choice of Law and Jurisdiction

You agree that the laws of the State of New York and U.S. federal law govern these Terms, your use of the Services, and any claim or dispute that you may have against Fit Mamas On the Go, without regard to the conflict of laws rules of the State of New York. You consent to the personal and exclusive jurisdiction of the federal and state courts of the State of New York. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Binding Arbitration

In the rare event you have a dispute with Fit Mamas On the Go, we encourage you to contact us immediately so we can work together toward a satisfactory resolution.

If we cannot come to a resolution, you agree that any claims, disputes, demands, counts, controversies, or causes of action between you and Fit Mamas On the Go arising out of or relating to these Terms, the Services, including the enforceability of these Terms or our Privacy Policy or information practices will be finally and exclusively resolved by binding arbitration on an individual basis only (except as stated below). The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding.

You understand that you are waiving your right to have your claims heard in court by a judge or jury. An arbitration award is as enforceable as a court order and is

subject to only limited review by a judge. You also understand and agree that this arbitration provision prevents you from participating as a plaintiff or as a class member in any purported class action or representative proceeding.

Arbitration will be subject to the Federal Arbitration Act, and shall be commenced and conducted by the American Arbitration Association (“AAA”) under the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes, as amended by this provision, by one arbitrator that is acceptable to both parties. You can find out more AAA and how to file an arbitration claim at www.adr.org or by calling 800-778-7879.

Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA rules and, where appropriate, limited by the AAA Consumer Rules. In the event you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Fit Mamas On the Go will pay as much of your filing, administrative, and arbitrator fees in connection with the arbitration as the arbitrator deems necessary to prevent arbitration from being cost-prohibitive. In such case, we will make arrangements to pay all necessary fees directly to the AAA. If the arbitrator determines the claim(s) you assert in the arbitration are frivolous, you agree to reimburse Fit Mamas On the Go for all fees associated with the arbitration paid by Fit Mamas On the Go on your behalf, which you otherwise would be obligated to pay under the AAA’s rules.

The arbitration will be conducted through written submission, unless the arbitrator determines that a telephonic hearing is required. Except as otherwise provided in these Terms, you and Fit Mamas On the Go may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. In the event this arbitration provision is held unenforceable by a court, or in the event AAA refuses to arbitrate the dispute, all controversies, disputes, demands, counts, claims, or causes of action between you and Fit Mamas On the Go shall be exclusively brought in the state or federal courts of the State of New York.

Despite this provision, you may file a claim in a small claims court that has jurisdiction to hear the matter.

Severability and Integration

These Terms and any supplemental terms, policies, rules and guidelines posted on the Services constitute the entire agreement between you and Fit Mamas On the Go. If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

General Provisions

You may not assign these Terms without Fit Mamas On the Go's prior written approval. Fit Mamas On the Go may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of Fit Mamas On the Go business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you and Fit Mamas On the Go as a result of these Terms or your use of the Services. Our failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Fit Mamas On the Go in writing.

Contact

The Services are operated by Fit Mamas On the Go. All feedback, comments, requests for technical support and other communications relating to the Services should be directed to us at Lauren@FitMamasTribe.com.

Changes to these Terms

We may modify these Terms at any time in our sole discretion. We will post notice of changes to these Terms on the Website. Changes will not apply retroactively and will only become effective when (i) you use the Services after you know about the change, or (ii) thirty (30) days after they are posted (whichever is sooner). However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. We will also update the Last Modified Date below accordingly. Your continued use of the Services after the Last Modified Date signifies your consent to the modified Terms. You are expected to check this page frequently so you are aware of any changes, as they are binding on you. If the modified Terms are not acceptable to you, you should not access or use the Services after the Last Modified Date.

Last Modified Date: November 1, 2020