

# TERMS OF USE

[PRIVACY POLICY](#)

[WEARABLE WARRANTY](#)

**[TERMS OF USE](#)**

[RETURN POLICY](#)

## 1. PAYMENT AND AUTO RENEWAL

By selecting the UNLOCK PREMIUM button, you are expressly agreeing that we are authorized to charge you the monthly or yearly membership fee that you are subscribing to at the then current rate, and any other charges you may incur in connection with your use of the iFit® service to the Payment Method you provided during registration, past purchases, or future purchases at ifit.com, nordictrack.com, or proform.com (or to a different Payment Method if you change your account information). Please note that prices and charges are subject to change with notice to your email address associated with your account. It is your responsibility to ensure that the email address associated with your account is correct and that your email account will accept emails from iFit. As used in these Terms of Use, "billing" shall indicate either a charge or debit, as applicable, against your Payment Method. The membership fee will be billed at the beginning of the paying portion of your membership and each month or year (as chosen by you during sign up) thereafter unless and until you cancel your membership. Please sign in to your account and visit the "ACCOUNT BILLING" tab of your "SETTINGS" page on ifit.com to see the renewal date for your next renewal period. We automatically bill your Payment Method each month or year (as chosen by

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AUTOMATICALLY RENEW YOUR MEMBERSHIP, YOU UNDERSTAND YOUR IFIT MEMBERSHIP WILL AUTOMATICALLY BE RENEWED FOR ANOTHER MONTH OR YEAR, AS APPLICABLE, AND YOU AUTHORIZE US TO COLLECT THE THEN-APPLICABLE MEMBERSHIP FEE AND ANY TAXES, USING ANY CREDIT CARD WE HAVE ON RECORD FOR YOU. IFIT WILL PROVIDE A NOTICE OF AUTO-RENEWAL TO THE EMAIL ADDRESS ASSOCIATED WITH YOUR ACCOUNT OF RECORD PRIOR TO THE EXPIRATION OF YOUR MEMBERSHIP. TO DOWNGRADE YOUR ACCOUNT TO A FREE ACCOUNT, SIGN IN TO YOUR ACCOUNT AND GO TO "SETTINGS" AND CLICK ON "ACCOUNT BILLING", AND CLICK THE "DOWNGRADE" BUTTON. TO CANCEL YOUR ACCOUNT, CALL (866) 608-1798 DURING REGULAR BUSINESS HOURS.

We reserve the right to not renew your membership for any reason or no reason at all.

## **2. PROMOTIONAL TRIAL MEMBERSHIPS**

We sometimes offer certain customers various trial or other promotional memberships, which are subject to these terms and conditions except as stated in the trial or promotional offer.

## **3. User's Acknowledgment and Acceptance of Terms**

Icon Health & Fitness, Inc. ("Us" or "We") provides the iFit website and any downloadable applications (collectively the "Site"), iFit equipment, iFit accessories and various related services (the "Services") to you, the user, subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Use"), as well as any other written agreement, including the Privacy Policy, between us and you. In addition, when using particular services or materials on this site, users shall be subject to any posted rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

BY USING THIS SITE OR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND THE PRIVACY POLICY. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF USE, PLEASE EXIT THE SITE NOW AND DISCONTINUE ANY USE OF THE SERVICES. YOUR REMEDY FOR DISSATISFACTION WITH THE SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SITE.

These Terms of Use were last revised as of September 22, 2016. We expressly reserve the right to change these Terms of Use from time to time without notice to you. You acknowledge and agree that it is your responsibility to review this site and these Terms of Use from time to time and to familiarize yourself with any modifications. Your continued use of this site after such modifications will constitute acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.

As used in these Terms of Use, references to our "Affiliates" include our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this site and/or its contents.

#### **4. Description of Services**

We make various services available on this site including, but not limited to, creation, customization, management, mapping, routing, tracking, and analysis of your workouts, video workouts, support, facilitation of competitions with other users, and other like services. You are responsible for providing, at your own expense, all equipment necessary to use the services, including without limitation the iFit equipment and accessories of your choosing, an internet-enabled browsing device (i.e. a computer, tablet, or other device), and Internet access (including, but not limited to, payment of all fees associated with such access).

We reserve the sole right to either modify or discontinue the site, including any of the site's features, at any time with or without notice to you. We will not be liable to you or any third party should we exercise such right. Any new features that augment or enhance the then-current services on this site shall also be subject to these Terms of Use.

#### **5. Fees and Payment.**

You agree to pay the applicable fees and charges for any purchases that you make from us. All charges are nonrefundable unless provided otherwise by us, including paid programming and other content. We may limit the number of promotions for which you may be eligible in a given period. You must select a payment method to pay us for any subscription fees and all purchases made from us. You agree to pay us for all charges incurred under your account, including without limitation all applicable taxes, fees and surcharges. You authorize us to charge your designated payment method for these charges and to retain information about the payment method associated with your account. If we do not receive payment from your designated payment method, you agree to pay all amounts due upon demand by us. Every time you make a purchase, you reaffirm that (i) we are authorized to charge your designated payment method; (ii) we may submit charges incurred under your account for payment; and (iii) you will be responsible for such charges, even if your membership is canceled or terminated. You are responsible for all charges incurred under your account made by you or anyone who uses your account (including, but not limited to, your children, family or friends). Any monthly service fees will be charged in advance and are not refundable. Any yearly and 2 year service fees will be charged in advance and are refundable if canceled within 30 days of purchase. After 30 days, the fees are not refundable. We will automatically charge your payment method for your service charges, and any applicable fees and taxes, after the last day of the billing period. After 30 days from the date of any unpaid charges, your account will be deemed delinquent and we may terminate or suspend your account for nonpayment.

#### **6. Registration Data and Privacy**

In order to access some of the services on this site, you will be required to use an account and password that can be obtained by completing our online registration form, which requests certain information and data ("Registration Data"), and maintaining and updating your Registration Data as required. By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required to keep it current, complete, and accurate. Registration is void where prohibited. This Site is intended solely for users who are eighteen (18)

years of age or users who have obtained the permission of their parent or legal guardian. Any registration by, use of or access to the Site by anyone under 18 without the permission of their parent or legal guardian is unauthorized, unlicensed and in violation of these Terms of Use. By using the Site, you represent and warrant that you are 18 or older or that your parent or guardian has registered you on ifit.com and has expressly given you permission and that you agree to abide by all of the terms and conditions of this Agreement.

You also grant us the right to disclose to third parties certain Registration Data about you. The information we obtain through your use of this site, including without limitation your Registration Data, is subject to our [Privacy Policy](#), which is specifically incorporated by reference into these Terms of Use.

## 7. License

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## 8. Conduct on Site

Your use of the site is subject to all applicable laws and regulations, and you are solely responsible for the substance of your communications through the site. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through this site, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content -- including, but not limited to, text, communications, software, images, sounds, data, or other information -- that:

- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including, but not limited to, sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
- victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
- constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
- impersonates any person or entity, including without limitation any of our employees or representatives.

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In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the site may be available to you or other authorized users of the site. You shall not interfere with anyone else's use and enjoyment of the site or other similar services. Users who violate systems or network security may incur criminal or civil liability.

You agree that we may at any time, and at our sole discretion, terminate your membership, account, or other affiliation with our site without prior notice to you for violating any of the above provisions. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

You are solely responsible for your interactions with other iFit users. We reserve the right, but have no obligation, to monitor disputes between you and other users.

## **9. Third Party Sites and Information**

This site may link you to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These sites may contain information or material that some people may find inappropriate or offensive. These other sites and parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the site or party by us, or any warranty of any kind, either express or implied.

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We respect the intellectual property of others, and we ask you to do the same. If you or any user of this site believes its copyright, trademark or other property rights have been infringed by a posting on this site, you or the user should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must:

- Identify in sufficient detail the copyrighted work that you believe has been infringed upon or other information sufficient to specify the copyrighted work being infringed).
- Identify the material that you claim is infringing the copyrighted work listed in item #1 above.
- Provide information reasonably sufficient to permit us to contact you (email address is preferred).
- Provide information, if possible, sufficient to permit us to notify the owner/administrator of the allegedly infringing

webpage or other content (email address is preferred).

- Include the following statement: "I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law."
- Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
- Sign the paper.
- Send the written communication to the following address:
- Designated Agent for Claimed Infringement:
- Contact: Legal Department

You acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may immediately remove the identified materials from our site without liability to you or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act.

## **12. Mobile Services; Consent to Receive Mobile Communications**

The Site includes certain services that are available via your mobile phone, including without limitation (i) the ability to upload content to ifit.com via your mobile phone ("Mobile Uploads"), (ii) the ability to receive and reply to iFIT messages, and to write comments using text messaging ("Mobile Texts"), (iii) the ability to browse ifit.com from your mobile phone ("Mobile Web"), and (v) the ability to access certain ifit.com features through a mobile application you have downloaded and installed on your mobile phone (Mobile Client), if applicable, (collectively the "Mobile Services"). We do not charge for these Mobile Services. However, your carrier's normal messaging, data and other rates and fees will still apply. You should check with your carrier to find out what plans are available and how much they cost. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. Therefore, you should check with your carrier to find out if the Mobile Services are available for your mobile devices, and what restrictions, if any, may be applicable to your use of such Mobile Services. By using the Mobile Services, you agree that we may communicate with you regarding ifit.com and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your ifit.com profile settings to ensure that your messages are not sent to the person that acquires your old number.

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You understand and agree that the services available on this site are provided "AS IS" and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user information or personalized settings.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **14. Limitation of Liability**



IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THIS SITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY GOODS AND SERVICES OFFERED THROUGH THIS SITE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH THIS SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

IN THE EVENT THAT, NOTWITHSTANDING THE FOREGOING EXCLUSIONS OF LIABILITY, WE, OUR AFFILIATES, OR ANY OF OUR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SERVANTS OR AGENTS IS LIABLE TO YOU FOR ANY AMOUNTS UNDER THESE TERMS OF USE UNDER ANY THEORY OF RECOVERY, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, OUR (OR OUR AFFILIATES', DIRECTOR'S, OFFICER'S, EMPLOYEE'S, SERVANT'S OR AGENT'S, AS APPLICABLE) TOTAL LIABILITY SHALL NOT EXCEED THE GREATER OF THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00), AND THE AMOUNTS WE ACTUALLY RECEIVED FROM YOU FOR THE SERVICES.

YOU UNDERSTAND THAT WITHOUT THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY, WE WOULD NOT BE ABLE TO OFFER THE SITE OR THE SERVICES, AND THAT SUCH EXCLUSIONS AND LIMITATIONS OF LIABILITY SHALL APPLY, EVEN IF THEY WOULD CAUSE YOUR REMEDIES UNDER THESE TERMS OF USE TO FAIL OF THEIR ESSENTIAL PURPOSE.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **15. Assumption of Risk**

THE SITE ENCOURAGES USERS TO PARTICIPATE IN CERTAIN PHYSICAL ACTIVITIES. BY USING THIS SITE OR PARTICIPATING IN SUCH ACTIVITIES, YOU ARE AGREEING THAT YOU HAVE CAREFULLY READ AND AGREED TO THESE TERMS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOU UNDERSTAND THE SAFETY HAZARDS, RISKS, DANGERS, AND POTENTIAL FOR INJURY ASSOCIATED WITH ANY PHYSICAL OR RECREATIONAL ACTIVITY. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOU ARE IN GOOD HEALTH AND PHYSICALLY FIT TO PARTICIPATE IN THE ACTIVITIES MADE AVAILABLE THROUGH THE SITE, THAT YOU HAVE NOT BEEN ADVISED OF ANY ADVERSE HEALTH CONDITIONS BY A MEDICAL PRACTITIONER, THAT YOU WILL NOT PARTICPATE IN ANY OF THE ACTIVITIES MADE AVAILABLE THROUGH THE SITE UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR ANYTHING THAT COULD IMPAIR YOUR ABILITY TO SAFELY ENGAGE IN THE ACTIVITIES, AND THAT YOU WILL ONLY USE IFIT EQUIPMENT IN ACCORDANCE WITH THEIR RECOMMENDED USES AND HEED ANY WARNINGS ASSOCIATED WITH ALL IFIT EQUIPMENT. BY USING THIS SITE OR PHYSICALLY PARTICIPATING IN SUCH ACTIVITIES YOU AGREE TO ASSUME THE RISKS ASSOCIATED WITH SUCH ACTIVITIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU FOREVER RELEASE, WAIVE AND DISCHARGE US, OUR AFFILIATES, SUBSIDIARIES, OWNERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES FROM ANY AND ALL LIABILITY FOR LOSS OR DAMAGE, AND FOR EVERY CLAIM OR CAUSE OF ACTION OF

ANY KIND INCLUDING, BUT NOT LIMITED TO, BODILY INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOUR PARTICIPATION IN THE PHYSICAL ACTIVITIES RECOMMENDED BY THE SITE.

## **16. WARNING - PHYSICAL ACTIVITIES.**

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We may employ automated monitoring devices or techniques to protect our users from mass unsolicited communications (also known as "spam") and/or other types of electronic communications that we deem inconsistent with our business purposes. However, such devices or techniques are not perfect, and we will not be responsible for any legitimate communication that is blocked, or for any unsolicited communication that is not blocked.

Mailboxes may have a limited storage capacity. If you exceed the maximum permitted storage space, we may employ automated devices that delete or block email messages that exceed the limit. We will not be responsible for such deleted or blocked messages.

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Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this site immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all

related information and files in your account and/or bar any further access to such files or this site. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection with such termination or suspension.

## **24. Governing Law**

This site (excluding any linked sites) is controlled by us from our offices within the Utah, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Utah, by accessing this site both of us agree that the statutes and laws of the State of Utah, without regard to the conflicts of laws principles thereof will apply to all matters relating to the use of this site and the purchase of services available through this site. With respect to any disputes or claims not subject to arbitration (as set forth below), you agree to commence or prosecute any action in connection therewith in the State of Utah, Cache County, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction.

## **25. Entire Agreement**

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter of this agreement and supersede all prior agreements and understandings of the parties with respect to that subject matter. These Terms of Use may not be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

## **26. Miscellaneous**

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees.

You may not assign your rights and obligations under these Terms of Use to any party, and any purported attempt to do so will be null and void. We may freely assign our rights and obligations under these Terms of Use.

You agree not to sell, resell, reproduce, duplicate, copy or use for any commercial purposes any portion of this site, or use of or access to this site.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and services available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

If any part of these Terms of Use 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.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

## **27. Contact Information**

Except as explicitly noted on this site, the services available through this site are offered by Icon Health & Fitness, Inc. located at . Our telephone number is (866) 608-1798. If you notice that any user is violating these Terms of Use, please contact us at [info@iFit.com](mailto:info@iFit.com)