

Terms and Conditions

Last update: 21st May 2016.

Thank you for using the Busy Moms' Fitness applications and website. Busy Moms' Fitness (hereafter "we", "us", "Busy Moms' Fitness") offers services that help you make your sport experience more fun, however:

- When using the services offered by us you are still responsible for any risks associated with your athletic and/or recreational activities; therefore always put safety first;
- Busy Moms' Fitness makes no warranties whatsoever and is not liable for your use of the services;
- We take care of your personal information you upload and/or share. For further information please see our privacy policy;
- We may terminate your account provided the terms are violated;
- The services are not intended for people under the age of 18;
- Please contact our support team for help and questions.

Please read the following terms and conditions fully and carefully before using the services, features, content, goods or applications offered by Busy Moms' Fitness as they are a legal document which governs your rights and responsibilities.

1) Acceptance of Terms of Use

By using the services, you agree to the terms and conditions and all revisions thereof. If you do not agree please do not use the services.

Busy Moms' Fitness reserves the right to revise and amend these terms and conditions at any time. Busy Moms' Fitness will inform you hereof on the Site and/or by other means deemed appropriate by Busy Moms' Fitness.

2) Age restrictions

The services are intended solely for users who are 18 (eighteen) years of age or older. It is a violation of the terms and conditions for anyone under 18 (eighteen) to register. Furthermore using the services during pregnancy is also prohibited. Thus you represent and warrant that you are 18 (eighteen) or older and you are not pregnant.

You understand and agree that all your athletic and/or recreational activities using the services may have inherent, implicit and/or expressed risks of bodily injury or death and /or property damage. You understand and agree that you voluntarily and at your own free will assume all known and unknown risks associated with such athletic or recreational activities, even if such risks may be claimed to be caused in whole or part by actions, inactions or negligence of Busy Moms' Fitness or others.

Busy Moms' Fitness is not responsible for your health and your exercise behavior. Always consult your medical professional about your health concerns and exercise routine. Discontinue any exercise that causing you pain and consult a medical expert. With our exercises and programs, we cannot guarantee any

health, weight loss or fitness results or improvements for you. The services of Busy Moms' Fitness may include features that promote physical activity. However, you understand and agree that Busy Moms' Fitness does not provide medical advice through the services.

You understand and agree that you download or otherwise obtain the services at your own risk, and will be solely responsible for your use and any damage to your mobile device, computer system or other device by which you access the services, loss of data or other harm of any kind that may occur as a result thereof.

3) Subject of the Agreement

Busy Moms' Fitness operates mobile applications and a website aiming to offer services and information in the field of sport, fitness, nutrition and health to its users. The application can be used only after the registration process and it is free of charge for the first 7 consecutive days. At the end of the 7 days the user will automatically start the 1-month subscription, unless she decides to unsubscribe. There is an option to sign up for the 1-month and 3-month subscription as well. The users, who immediately sign up for the longer periods opt out from the 7-day tryout period. The actual price of the subscription is always visible on the application under the subscription page.

Limitations: The service is only available for IOS 7+ users.

4) Registration

To sign up for the services, you must register for an account using your email address and select a username. You shall not: (a) select or use as a username a name of another person with the intent to impersonate that person; (b) use a username a name subject to any right of a person other than you without appropriate authorization; or (c) use, as a username, a name that is offensive, vulgar or obscene. You have the possibility but not an obligation to add a picture to your profile. You are responsible for the profile picture you post, but Busy Moms' Fitness keeps the right to remove any profile picture that we consider inappropriate. You are fully and solely responsible for the activity that occurs on your account, and for keeping your account password secure. You may never use another person's user account or registration information for the services without permission. You must notify us immediately of any breach of security or unauthorized use of your account. You should never publish, distribute or post login information for your account.

You agree not to use the services to post or transmit any material which is or may be infringing on intellectual property rights of others, harassing, threatening, false, misleading, libelous, an invasion of privacy or disclosure of private information, obscene, pornographic, abusive, discriminating, illegal or any material that could constitute or encourage conduct that would be considered a criminal offence, violate the rights of any party or in other ways may give rise to civil liability or non-compliance with any relevant laws of your local jurisdiction.

5) Termination

You may terminate your subscription any time for any reason.

Busy Moms' Fitness may terminate your subscription, delete your profile and / or prohibit you from using or accessing the application for no reason, or any reason, at any time in its discretion, with or without warning or notice, including if it believes that you are under 18.

In either case, the already paid subscription fee will not be reimbursed.

6) Payment

The Busy Moms' Fitness application is free to download and to register. You can only use the application for free in full for the 7-day tryout period. After the 7-day tryout period you will be automatically subscribed for one month. If you decide not to use the application after the 7-day period, you need to unsubscribe before the tryout period is over. The payment for the subscription will be made via your iTunes account using your Apple ID that automatically charges your credit card with your purchase. Credit card information is stored under your Apple ID at Apple Inc. and not by Busy Moms' Fitness. The processing of payments will be subject to the terms and conditions as well as privacy policies of Apple in addition to this Agreement. We are not responsible for error by Apple Inc. The terms of your payment will be based on your payment method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen payment method.

7) Medical Agreement

The fitness, nutrition, and related information and recommendations provided by Busy Moms' Fitness on its website, application and social media accounts are for educational purposes only and are not intended as substitutes for medical advice from your health care provider. Busy Moms' Fitness is not a medical organization. We encourage and advise you to seek professional medical advice before beginning any fitness or nutrition effort or program. Do not start a diet or fitness routine with us if your health care provider advises against it. We cannot provide you with medical advice or diagnosis. Nothing that you may read on our website, application or social media or that is otherwise provided to you by our staff should be construed as such advice or diagnosis. Such information is not a substitute for physician consultation, evaluation, or treatment. The application is intended for use only by healthy adult individuals.

You are advised that health, diet and fitness advice is often subject to change due to medical research and developments. No assurance can be given that the service will reflect the most recent findings or developments with respect to the particular material. You are encouraged to consult with your health care provider with any questions or concerns you may have regarding any health condition.

9) Third party websites, applications and content

The Busy Moms' Fitness application and website contains (or you may be sent through the site to) links to other web sites ("**Third Party Sites**") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "**Third Party Applications, Software or**

Content"). Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through our website or application or any Third Party Applications, Software or Content posted on, available through or installed from our site or application, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to, or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply approval or endorsement thereof by us. If you decide to leave the Busy Moms' Fitness website or application and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Busy Moms' Fitness website or application.

10) Proprietary rights, use restrictions

You acknowledge and agree that all content on the Busy Moms' Fitness app and website, including design, text, graphics, pictures, photographs, video, applications, software, music, sound and other files, and their selection and arrangement are the property of Busy Moms' Fitness. Such content may not be neither copied nor disseminated nor used or copied in any manner whatsoever, without the prior agreement of Busy Moms' Fitness. This applies in particular to any copies made with the aid of robots, crawlers or other automatic mechanisms. Any use or modification of the services for purposes for which they were not intended is prohibited. In particular, copying or uploading of content, offers, directories, databases, etc. for commercial purposes is prohibited and will be subject to criminal and civil legal proceedings within the scope of existing legal options.

If you download software, including any other content from the site, associated sites and/or distribution channels, the software is licensed to you by Busy Moms' Fitness. Busy Moms' Fitness does not transfer title to the software to you. The license to use the software and services is limited, personally, non-exclusive, non-transferable and for non-commercial use only.

11) Warranty disclaimer

The Busy Moms' Fitness applications and website is provided "as is", "as available". Busy Moms' Fitness and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied. Neither Busy Moms' Fitness nor its suppliers and licensors, makes any warranty that the website and the applications will be (a) error free; (b) the services will be secure or available at any particular time or location without interruption; (c) any content, link or software available at or through the website or applications is free of viruses or

other harmful components; (d) any defects or malfunctions will be corrected; or (e) the result of using the website or applications will meet your requirements.

To the fullest extent permitted by law, Busy Moms' Fitness undertakes no warranties or representations as to the use of the services in terms of correctness, accuracy, adequacy, usefulness, reliability, availability or otherwise. Busy Moms' Fitness is not liable for any communications between Busy Moms' Fitness and you. You bear the responsibility and cost of your choice of data transmission facilities.

12) Limitations of liability

To the fullest extent permitted by law, Busy Moms' Fitness, its subsidiaries, officers, agents, representatives, employees, partners and licensors shall not be liable for any direct, special, incidental, indirect or consequential damages, including but not limited to any loss of profits, business interruptions or lost data, that result from the use of, or the inability to use, the services even if Busy Moms' Fitness has been advised of the possibility of such damages. Provided Busy Moms' Fitness is found to be liable to you for any damage or loss which is in any way connected with your use of the services or any content, Busy Moms' Fitness's liability shall not exceed the amount of CHF 5 000 i.e. five thousand Swiss Francs. You expressly agree and promise not to sue the Busy Moms' Fitness and the above mentioned people for any claims, actions, injuries, damages, or losses associated with your use of the services.

Applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you in its entirety. However, you agree the provisions of liability will be limited to the extent permitted by law.

13) Indemnification

You agree to indemnify and hold harmless Busy Moms' Fitness, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims, losses, liabilities, expenses, damages and costs including, without limitation attorneys' fees, arising out of your use of the website, including but not limited to your violation of this terms and conditions.

14) Modification

We reserve the right, in our sole discretions, to modify or replace any of these terms and conditions, or change, suspend, or discontinue our services (including without limitation, the availability of any feature, database, or content) at any time. It is your responsibility to check these terms and conditions periodically for changes. Your continued use of the Busy Moms' Fitness applications and website following the posting of any changes to these terms and conditions constitutes acceptance of those changes. We may also, in the future, offer new services, products and / or features through the Busy Moms' Fitness applications and / or website. Such new services, products and / or features shall be subject to this terms and conditions.

15) Applicable Law

These general conditions and all disputes arising in connection with these general conditions, including the validity thereof, or with the use of the website and applications or with any purchases on the websites and applications shall be governed by Swiss law.

Place of delivery and exclusive court of jurisdiction shall be Lausanne, Switzerland.

16) Miscellaneous

Should any provision of these terms and conditions be held invalid, unlawful, void or unenforceable, the remainder of the terms shall continue to be valid and enforceable.

Any provisions of the terms which by their nature shall survive any termination of use of the services, irrespective of the cause, including but not limited to privacy policy, disclaimer of warranties and applicable law shall survive any termination.

Busy Moms' Fitness's failure to insist upon or enforce strict performance of any of these terms and conditions shall not be considered a waiver of any right or provision.

Busy Moms' Fitness may assign its rights and obligations under these terms at conditions to any party at any time without notice to you.

Neither the course of conduct between the parties nor trade practice shall amend any of these terms and conditions.

Besides the English version Busy Moms' Fitness may post versions of the present terms and conditions as well as the privacy policy in different languages. Provided there is a discrepancy between these versions the English version shall serve as the prevailing version.

17) Contact and notices

All notifications, questions as well as comments to Busy Moms' Fitness relating to these terms and conditions can be submitted via e-mail to info@karimovement.com.

18) Service provider

Busy Moms' Fitness services are provided by Kari Sàrl incorporated under Swiss law, company registration number:CHE-358.165.105, having its registered seat at Chemin des Bochattets 39, 1296 Coppet, Switzerland.