

Terms of Use

Last Updated: May 31, 2019

Welcome to MyStrongCircle! These Terms of Use ("Terms") are a contract between you and Project Strong Group, Inc. d/b/a MyStrongCircle ("MSC" or "we") and govern your access to and use of any MSC website, mobile application or content (collectively, the "Site").

These Terms are important and affect your legal rights, so please read them carefully. Note that Section 18 of these Terms contains a mandatory arbitration provision that requires the use of arbitration on an individual basis and limits the remedies available to you in the event of certain disputes.

Please refer to our Privacy Policy for information about how we collect, use and disclose information about you.

1. Terms of Use.

a) **Acceptance of Terms.** By accessing or using the Site that links to these Terms you agree to be bound by these Terms and all of the terms incorporated herein by reference, including our Privacy Policy. If you do not agree to these Terms, you may not access or use the Site.

b) **Amendment of Terms.** MSC reserves the right to change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by sending an email notification, providing notice through the Site or updating the "Last Updated" date at the beginning of these Terms. By continuing to access or use the Site, you confirm your acceptance of the revised Terms. If you do not agree to the revised Terms, you may not access or use the Site.

2. Eligibility.

The Site is not targeted toward or intended for use by anyone under the age of 18. By using the Site, you represent and warrant that you (a) are 18 years of age or older, (b) are a legal resident of the United States, (c) have not been previously suspended or removed from the Site, (d) have full power and authority to enter into these Terms and in so doing will not violate any other agreement to which you are a party.

THOSE WHO CHOOSE TO ACCESS THE SITE DO SO AT THEIR OWN INITIATIVE AND ARE RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL RULES INCLUDING, WITHOUT LIMITATION, RULES ABOUT THE INTERNET, DATA, EMAIL OR OTHER ELECTRONIC MESSAGES, OR PRIVACY.

3. Registration, Account and Communication Preferences.

a) **Registration; Account.** To access and use the Site, you will need to register with MSC and create an MSC account. Once you have created an account, you will be an MSC member. By creating an account, you agree to (i) provide accurate, current and complete account information, (ii) maintain and promptly update, as necessary, your account information, (iii) maintain the security of your account credentials, (iv) be responsible for the acts or omissions of any third party who has authority to access or use the Site on your behalf, and (v) immediately notify us if you discover or otherwise suspect any security breaches related to the Site or your account. Your MSC account is personal to you and you agree not to create more than one account. You cannot transfer or allow third parties to use your MSC account, including other MSC members.

We continually update and test various aspects of the MSC Platform (defined below). We reserve the right to, and by using the Site you agree that, we may include you in or exclude you from these tests without notice.

You further understand and agree that MSC may take actions we deem reasonably necessary to prevent, respond to, pursue or remedy suspected or actual fraud and abuse, including without limitation, termination or suspension of your account.

b) **Communication Preferences.** By providing your information or creating an account, you agree that MSC may contact you by email, direct mail, telephone or text messages at any of the addresses or phone numbers, as applicable, provided by you or on your behalf in connection with a MSC account, including for marketing purposes. You may opt-out of marketing emails via the provided unsubscribe link or otherwise opt-out by contacting us at any time.

4. **MSC Platform; Memberships.**

a) **MSC Platform.** The MSC Platform enables you to create and purchase individual memberships that provide access to selected fitness clubs and studios (collectively, "Participating Clubs"). MSC itself is not a gymnasium, place of amusement or recreation, health club, facility, fitness studio or similar establishment and does not own, operate or control any of the facilities, other services and/or products that are offered at or through Participating Clubs. All Participating Clubs will be listed on the MSC Platform and will maintain profiles containing facility location, hours of operation and when available, up-to-date group class schedules.

b) **Membership Plans.** You must purchase a membership plan to enjoy full access to the Site and Participating Clubs. You may design your own membership plan by selecting two or three Participating Clubs to which you desire access. We reserve the right to modify, terminate or otherwise amend our offered options and plans at any time in our discretion. MSC does not guarantee the availability of particular fitness clubs or studios, locations, classes, services, spots or other features, and availability may change over time and at any time.

c) **Membership Cycle.** Your membership is activated on the date that you select as a start date on the MSC Platform (for both a new membership or reactivation of a previous membership) or the date payment is submitted for your membership plan via a valid Payment Method (defined below), whichever is later. Unless we otherwise communicate a different time period to you at the time of sign up, each billing cycle is one month in length (a "Membership Cycle"). Your MSC membership automatically renews each month, and we will automatically bill the monthly membership fee to your Payment Method each month, until your membership is cancelled or terminated. You must provide us with a current, valid, accepted method of payment ("Payment Method"). We may update the accepted methods from time to time. If you change your membership plan, all such memberships will be governed by these Terms and will continue indefinitely until canceled or terminated.

d) **Trials.** From time to time we may offer a trial membership that includes access to the MSC Platform during the trial period. Trials will have the duration and price communicated at the time you sign up. Unless we communicate otherwise, each trial membership automatically will convert to a regular monthly membership and price unless canceled by 12pm Chicago time on the day before the last day of trial. Unless we expressly communicate otherwise, trial memberships are not transferable, may not be combined with other offers or redeemed for cash and are void where prohibited. You understand and agree that unless we expressly communicate otherwise, trial memberships are available only to new users that have never had a MSC account before. It is a violation of these Terms to sign up for a trial membership if you have signed up for an account or trial in the past or to have more than one account or trial membership at the same time.

MSC reserves the right, in its absolute discretion, to determine your eligibility for a trial membership. If in our discretion we believe you are not eligible for a trial membership, we reserve the

right to prevent you from signing up for a trial membership or to terminate your promotional membership. If we terminate your trial membership because you have violated these Terms, you understand that you will not be eligible for a refund.

e) **Other Promotions.** MSC may offer additional types of offers and promotions which will be subject to additional terms and conditions that MSC may provide.

5. Fees, Billing, Cancellation.

a) **Billing.** By purchasing a membership plan, you authorize us to charge you for your initial one-month membership period and a recurring monthly membership fee at the then-current rate, which may change from time to time. You acknowledge that the amount billed each month may vary for reasons that may include differing amounts due to changing a plan, and you authorize us to charge your Payment Method for such varying amounts, which may be billed monthly in one or more charges. You also authorize us to charge you any other fees you may incur in connection with your use of the Site, such as taxes and cancellation or late fees, as further explained below. Note that even if you do not use the membership or access the Site and/or your selected Participating Clubs, you will be responsible for membership fees until you cancel your membership, or it is otherwise terminated.

b) **Automatic Renewal.** When you sign up and purchase your MSC membership, your first Membership Cycle will be billed immediately. Unless we expressly communicate otherwise, your membership will automatically renew each month and you will be billed on the same date each month (or as close to such day in a subsequent month). We reserve the right to change the timing of our billing (and if we do, we'll make adjustments to the amounts we charge, as appropriate). Your renewal date may change due to changes in your membership.

c) **Refunds.** Generally, our fees (including the monthly fee for your membership and any other fees) are nonrefundable unless we specifically communicate otherwise at the time of purchase.

d) **Price Changes.** We reserve the right to adjust pricing at any time. Unless we expressly communicate otherwise, any price changes to your membership will take effect on your next billing cycle upon notice communicated through a posting on the Site or such other means as we may deem appropriate from time to time, such as email. If you do not cancel your membership, you will be deemed to have accepted these new fees.

e) **Payment Methods.** By providing a credit card or other payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third-party payment processor) to charge your payment method for the total amount of your membership. If you want to change or update your payment method information, you can do so at any time by logging into your account. If a payment is not successfully settled due to expiration, insufficient funds or otherwise, you nonetheless will remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method or any other payment method you have provided, as it may be updated. This may result in a change to your payment billing dates. If we cannot charge your account, we reserve the right, but are not obligated, to terminate your access to our Site or any portion thereof.

f) **Cancellation of Membership.** If you want to cancel your membership, you can do so at least 30 days before your membership renews by logging into your account and letting us know you would like to cancel. Unless we communicate otherwise, following any cancellation you will continue to have access to your membership through the end of your current prepaid Membership Cycle, including access to all Participating Clubs in your membership plan (for example, if you cancel your membership on May 22nd, and your membership renews on May 28th, you will be charged on May 28th and have access to

the Participating Clubs until June 28th). Note that if you do terminate your membership, we reserve the right to charge a reactivation fee if you want to return to MSC in future months or to restrict your access in future months.

g) **Fees Charged by Participating Clubs.** In addition to fees we charge, Participating Clubs may also charge equipment or other amenity fees (for example, yoga mats, bike shoes, or lockers) or offer services that are not expressly included in the description of the club on the MSC Platform (personal training, physical therapy), that you will be responsible for directly.

6. Modification or Termination by MSC.

We reserve the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, the Site (or any features or parts thereof). In addition, notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Site and/or the Participating Clubs, at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law except as set forth in the following sentence: If you are member, then upon any such termination by us without cause, as your sole recourse, we will issue you a pro rata refund of the prepaid portion of your membership (less any additional fees owed to use as cancellation or late fees).

7. Privacy Policy.

Please read the Privacy Policy carefully for information relating to MSC's collection, use, and disclosure of your personal information. The Participating Clubs you have selected as part of your membership plan will have access to certain information about you, such as your name and email address, so it can provide services to you and send you other communication that may be of interest to you such as marketing offers.

8. License to Access and Use the Site and Content.

The Site and all content and other materials contained therein, including, without limitation, all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Content") are the proprietary property of MSC or our third-party licensors, and are protected by copyright, trade dress, patent, and trademark laws of the United States and other countries, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. All trademarks, service marks, and trade names are proprietary to MSC and/or third-party licensors whether registered or unregistered and may not be used in connection with any product or service or in any manner that is likely to cause confusion as to our endorsement, affiliation or sponsorship of any person, product or service.

You are hereby granted a limited, nonexclusive, nontransferable, nonsublicensable license to access and use the Site and Content. However, such license is subject to these Terms and does not include any right to (a) sell, resell or use commercially the Sites or Content, (b) distribute, publicly perform or publicly display any Content, (c) modify or otherwise make any derivative uses of the Site or Content, or any portion thereof, (d) use any data mining, robots or similar data gathering or extraction methods, (e) download (other than the page caching) any portion of the Site or Content, except as expressly permitted by us, and (f) use the Site or Content other than for their intended purposes. Any use of the Site or Content other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein. This license is revocable at any time. All rights not expressly granted in these Terms are reserved.

Notwithstanding anything to the contrary in these Terms, the Site and Content may include software components provided by MSC or a third party that are subject to separate license terms, in which case those license terms will govern such software components.

9. Copyright Complaints

In accordance with the Digital Millennium Copyright Act and other applicable laws, we have adopted a policy of limiting access to the Site by, or terminating the accounts of, users, in appropriate circumstances and in our sole discretion, who infringe the intellectual property rights of others. If you believe that anything on the Site infringes any copyright that you own or control, you may file a notification of such infringement with our designated agent as set forth below: Project Strong Group, Inc. Attn: Copyright Agent, P.O Box 300082, Chicago, Illinois 60630-0882.

Please see 17 U.S.C. § 512(c)(3) for the requirements of a proper notification. You should also note that if you knowingly make any material misrepresentation in your notification that the material or activity is infringing, you will be liable for any damages, including, without limitation, costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

10. Third Party Sites and Content; Links.

We may display content or include links from third parties, including Participating Clubs, through the Site (collectively, "Third Party Content"). We do not control, endorse or adopt any Third Party Content, or information, material, products, or services contained on other linked sites or accessible through other linked sites. We make no representations or warranties of any kind regarding such Third-Party Content, including, without limitation, regarding its accuracy or completeness.

You acknowledge and agree that your interactions with third parties providing Third Party Content are solely between you and such third parties. Your correspondence or business dealings with, or participation in promotions of, third parties found on or through the Site are solely between you and such third party. YOU AGREE THAT MSC WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS THE RESULT OF ANY SUCH DEALINGS OR AS THE RESULT OF THE PRESENCE OF SUCH THIRD PARTIES ON THE SITE.

11. User Conduct

You agree that you will not violate any law, contract, intellectual property or other third party right or commit a tort, and that you are solely responsible for your conduct, while accessing or using the Site. You agree that you will abide by these Terms and will not:

- a) Engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- b) Use or attempt to use another user's account without authorization from such user and MSC;
- c) Use the Site in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Site or that could damage, disable, overburden or impair the functioning of the Site in any manner;
- d) Modify, disassemble, or reverse engineer any aspect of the Site or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Content, area or code of the Site;

- e) Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of the Site that you are not authorized to access;
- f) Develop any third-party applications that interact with the Site without our prior written consent;
- g) Use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by us to access the Site, extract data or otherwise interfere with or modify the rendering of the Site's pages or functionality;
- h) Intentionally hold MSC and/or its employees and/or directors up to public scorn, ridicule and/or defamation; or
- i) Use the Site for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

12. Feedback

You may submit questions, comments, suggestions, ideas, or other information about MSC, the Site or the services we provide (collectively, "Feedback"). Feedback is nonconfidential and shall become the sole property of MSC. MSC shall own exclusive rights, including, without limitation, all intellectual property rights, in and to such Feedback and shall be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

13. General Disclaimers; No Warranties.

MSC does not recommend or endorse any Participating Club offerings or fitness information that may be mentioned on the Site. Access to Participating Clubs and their offerings is provided by third parties (and the descriptions of the foregoing posted on the Site are provided by such third parties), not MSC. To the fullest extent permissible pursuant to applicable law, your use of the Site and your access to and use of the Participating Clubs is at your own risk. MSC does not warrant or make any representations that the Site, Content or your use of the Participating Clubs will meet your personal needs or fitness goals.

In no event shall MSC be liable for any act, error or omission by any third party, including, without limitation, any which arises out of or is any way connected with a user's use of a Participating Club, or the performance or non-performance of any third party. MSC is not an agent of any third-party.

The Site and Content are provided "as is" and "as available" without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, MSC disclaims and excludes all warranties, whether statutory, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non- infringement of proprietary rights. Furthermore, the Site is continually under development and MSC makes no warranty of any kind, implied or express, as to its accuracy, completeness or appropriateness for any purpose.

Without limiting the foregoing, MSC does not warrant or make any representations (i) that the Site, or any aspect thereof, will be uninterrupted or error-free, that defects will be corrected, or that the Site and any downloadable software, content, services, or applications made available in conjunction with or through the Site or the server that makes them available are free of viruses or other harmful components or (ii) regarding the use of the Site and any downloadable software, content, services, or applications made available in conjunction with or through the Site in terms of correctness, accuracy, reliability, or otherwise. Any material, Content or data that you download or otherwise obtain through

the Site is at your own risk. You are solely responsible for any damages to your computer system or loss of data resulting from the download of such material, content or data.

To the extent applicable law prohibits any disclaimer or limitation of liability, all applicable express, implied, and statutory warranties will be limited in duration to a period of 30 days after the date on which you first used the Site.

14. Waiver and Release.

YOU UNDERSTAND THAT MSC IS NOT A GYMNASIUM, PLACE OF AMUSEMENT OR RECREATION, HEALTH CLUB, FACILITY, FITNESS STUDIO OR SIMILAR ESTABLISHMENT. MSC IS NOT RESPONSIBLE FOR THE QUALITY OF ANY SERVICES, PERSONNEL, EQUIPMENT OR RECOMMENDATIONS PROVIDED BY A PARTICIPATING CLUB. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE SERVICE OFFERINGS, PERSONNEL, EQUIPMENT AND RECOMMENDATIONS AVAILABLE ON OR THROUGH THE SITE AND/OR A PARTICIPATING CLUB ARE RIGHT FOR YOU.

THE SITE OFFERS FITNESS INFORMATION THAT IS DESIGNED FOR INFORMATIONAL AND ENTERTAINMENT PURPOSES ONLY. YOU ACKNOWLEDGE AND AGREE THAT IT IS YOUR RESPONSIBILITY TO CONSULT WITH YOUR PHYSICIAN OR OTHER HEALTH CARE PROFESSIONAL PRIOR TO USING MSC AND TO DETERMINE IF AND HOW PARTICIPATING IS APPROPRIATE FOR YOU. NOTHING STATED ON THE SITE IS INTENDED TO REPLACE PROFESSIONAL HEALTH CARE ADVICE OR CARE. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ IN CONNECTION WITH THE SITE.

YOU RECOGNIZE THAT MSC IS NOT LIABLE FOR ANY INJURIES OR HARM OCCURRED BY USE OF THE FITNESS INFORMATION PROVIDED ON THE SITE OR THE PARTICIPATING CLUBS. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU RELEASE, INDEMNIFY, AND HOLD HARMLESS MSC, ITS PARENT, SUBSIDIARIES OR AFFILIATED ENTITIES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EQUITYHOLDERS, MEMBERS, EMPLOYEES, CONSULTANTS, CONTRACT EMPLOYEES, REPRESENTATIVES AND AGENTS, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "MSC PARTIES"), FROM ANY AND ALL RESPONSIBILITY, CLAIMS, ACTIONS, SUITS, PROCEDURES, COSTS, EXPENSES, DAMAGES AND LIABILITIES ARISING OUT OF OR IN ANY WAY RELATED TO YOUR PARTICIPATION IN OR USE OF THE SITE AND/OR ACCESS TO AND USE OF A PARTICIPATING CLUB INCLUDING BUT NOT LIMITED TO WITH RESPECT TO BODILY INJURY, PHYSICAL HARM, LOSS, ILLNESS, DEATH OR PROPERTY DAMAGE.

15. Indemnification.

You agree to indemnify and hold the MSC Parties harmless from any claims, actions, suits, costs, expenses, losses, damages, liabilities, including attorneys' fees, arising out of or in connection with your misuse of the Site, Participating Clubs, violation of these Terms, violation of the rights of any other person or entity, or any breach of your representations, warranties, and covenants set forth in these Terms.

16. Limitation of Liability; Release.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MSC PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).

MSC'S LIABILITY TO YOU IS LIMITED TO \$100 OR THE AMOUNTS, IF ANY, PAID BY YOU TO MSC UNDER THIS AGREEMENT IN THE THREE MONTHS IMMEDIATELY PRIOR TO THE EVENT FIRST GIVING RISE TO THE CLAIM, WHICHEVER IS MORE. THE FOREGOING LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER ANY REMEDY HEREUNDER FAILS ITS ESSENTIAL PURPOSE, AND THE FOREGOING SHALL CONSTITUTE THE MSC PARTIES' SOLE LIABILITY AND OBLIGATION IN RESPECT HEREOF, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY.

17. Participating Club Waivers and Terms.

Your use of your MSC membership may be subject to additional policies, rules or conditions of the applicable Participating Clubs and you understand and agree that you may not be permitted to use the facilities, attend classes or obtain services if you do not comply with these Terms or the policies of the Participating Clubs. If you have questions about a Participating Club's waiver or other terms, please see the applicable Participating Club's profile page on the Site or contact the Participating Club directly.

18. Electronic Signatures and Agreements.

You acknowledge and agree that by clicking on the button labeled "CONFIRM PURCHASE," "SUBMIT", "DOWNLOAD", "I ACCEPT" or such similar links as may be designated by MSC to accept the terms and conditions of these Terms, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by these Terms. Further, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

19. Dispute Resolution; Arbitration Agreement.

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH MSC AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

Arbitration replaces the right to go to court. In the absence of this arbitration agreement, you may otherwise have a right or opportunity to bring disputes or claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). Entering into this arbitration agreement constitutes a waiver of your right to litigate disputes and claims in court and all opportunity to be heard by a judge or jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow this arbitration agreement and can award the same damages and relief as a court (including attorney's fees).

19.1. Disputes

We want to address your concerns without filing a formal legal case. Before filing a claim against MSC, you agree to try to resolve the dispute informally by contacting us at Project Strong Group, Inc., P.O. Box 300082, Chicago, Illinois 60630-0882. We will try to resolve the dispute by contacting you via email, but if we cannot resolve the dispute within thirty (30) days from our receipt of notice of such dispute, you and/or MSC agree to resolve any claims related to these Terms, if applicable, through final and binding arbitration, except as forth under 'Exceptions to Agreement to Arbitrate' section below and/or you opt out as described below.

19.2. Opt-Out Rights

You can opt-out and decline this agreement to arbitrate by contacting MSC within thirty (30) days from the date that you first became subject to this arbitration provision (i.e.: the date you initially accepted these Terms). You must write us at Project Strong Group, Inc., Attn: Opt-Out Arbitration, P.O. Box 300082, Chicago, Illinois 60630-0882. If you opt out, neither you nor MSC can require the other to participate in an arbitration proceeding.

19.3. Arbitration Procedures

Except in the event the dispute meets the requirements set forth in the 'Exceptions to Agreement to Arbitrate' section below and/or if you opt out of arbitration as described above, all disputes shall be settled by binding arbitration in accordance with the commercial arbitration rules, in effect at the time the proceedings begin, of the American Arbitration Association (the "AAA"). The arbitration will be conducted before a single arbitrator. The arbitration shall be held in Cook County, Illinois USA or any other location we agree to. Each party shall bear the burden of its own counsel fees incurred in connection with any arbitration proceedings.

All information relating to and/or disclosed by any party in connection with the arbitration of any disputes shall be treated by the parties, their representatives, and the arbitrator as proprietary business information and shall not be disclosed without prior written authorization of the disclosing party.

19.4. Exceptions to Agreement to Arbitrate

Either you and/or MSC may assert claims, if they qualify, in small claims court in Cook County, Illinois. MSC may bring a lawsuit solely for injunctive relief to stop unauthorized use and/or abuse of the Site or the Participating Clubs, breach of MSC's confidential information and/or intellectual property infringement (for example, trademark, trade secret, copyright and/or patent rights) without first engaging in arbitration and/or the informal dispute-resolution process described herein.

19.5. Class Action Waiver

You and MSC agree that any dispute arising out of or related to these Terms, the Site or Content is personal to you and MSC and that such dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. You and MSC agree that there will be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. You agree that this Class Action Waiver is material and essential to the arbitration of any dispute between you and MSC and is non-severable from this arbitration agreement. If any portion of this Class Action Waiver is limited, voided, or cannot be enforced, then this arbitration agreement shall be null and void.

19.6. Authority of Arbitrator

As limited by these Terms and the applicable AAA rules, the arbitrator will have (a) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a dispute, including the determination of whether a dispute is arbitrable, and (b) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms.

19.7. Judicial forum for disputes

In the event that the agreement to arbitrate is found not to apply to you and/or your claim, you and MSC agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of Cook County, Illinois. Both you and MSC consent to the foregoing venue and jurisdiction.

20. Claims; Statute of Limitations.

IN THE EVENT YOU HAVE A CAUSE OF ACTION THAT IS NOT OTHERWISE BARRED BY THESE TERMS, YOU AND MSC AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS, THE SITE, PURCHASE OF A MEMBERSHIP PLAN, AND/OR USE OF PARTICIPATING CLUBS, MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

21. Severability.

If any term, clause or provision of these Terms (including the terms in Section 19) is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

22. Survival.

Upon termination, the provisions of these Terms that are by their nature intended to survive termination (including without limitation any disclaimers, limitations of liability, indemnities and the arbitration agreement) shall survive such termination.

23. Disclosures.

The services hereunder are offered by Project Strong Group, Inc., located at: Project Strong Group, Inc., P.O Box 300082, Chicago, Illinois 60630-0882. If you are a California resident, you may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information.

24. Miscellaneous.

These Terms constitute the entire agreement between you and MSC relating to your access to and use of the Site and Participating Club. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of MSC. No waiver of any provision of these Terms will constitute a waiver of such provision in any prior, concurrent or subsequent circumstance, and MSC's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.