

Terms and Conditions

Agreement between User and www.gbstrengthclub.com

Welcome to www.gbstrengthclub.com. The www.gbstrengthclub.com website (the "Site") is comprised of various web pages operated by Fit Six LLC ("Green Bay Strength Club"). www.gbstrengthclub.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of www.gbstrengthclub.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

www.gbstrengthclub.com is a Fitness Club Site.

Green Bay Strength Club offers monthly gym memberships, personal coaching, and group coaching services. Apparel is also available for purchase.

Privacy

Your use of www.gbstrengthclub.com is subject to Green Bay Strength Club's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting www.gbstrengthclub.com or sending emails to Green Bay Strength Club constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Children Under Thirteen

Green Bay Strength Club does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.gbstrengthclub.com only with permission of a parent or guardian.

Cancellation/Refund Policy

You may cancel your membership at any time with a 14 day notice before your next billing date. Please contact us at gbstrengthclub@gmail.com with any questions.

Links to Third Party Sites/Third Party Services

www.gbstrengthclub.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Green Bay Strength Club and Green Bay Strength Club is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Green Bay Strength Club is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Green Bay Strength Club of the site or any association with its operators.

Certain services made available via www.gbstrengthclub.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the www.gbstrengthclub.com domain, you hereby acknowledge and consent that Green Bay Strength Club may share such information and data with any third party with whom Green Bay Strength Club has a contractual relationship to provide the requested product, service or functionality on behalf of www.gbstrengthclub.com users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use www.gbstrengthclub.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Green Bay Strength Club that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Green Bay Strength Club or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Green Bay Strength Club content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Green Bay Strength Club and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Green Bay Strength Club or our licensors except as expressly authorized by these Terms.

International Users

The Service is controlled, operated and administered by Green Bay Strength Club from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Green Bay Strength Club Content accessed through www.gbstrengthclub.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Green Bay Strength Club, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or

services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Green Bay Strength Club reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Green Bay Strength Club in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Green Bay Strength Club agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. FIT SIX LLC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

FIT SIX LLC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED

GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. FIT SIX LLC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FIT SIX LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF FIT SIX LLC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

Green Bay Strength Club reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Wisconsin and you hereby consent to the exclusive jurisdiction and venue of courts in Wisconsin in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Green Bay Strength Club as a result of this agreement or use of the Site. Green Bay Strength Club's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Green Bay Strength Club's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Green Bay Strength Club with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above,

then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Green Bay Strength Club with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Green Bay Strength Club with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Green Bay Strength Club reserves the right, in its sole discretion, to change the Terms under which www.gbstrengthclub.com is offered. The most current version of the Terms will supersede all previous versions. Green Bay Strength Club encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Green Bay Strength Club welcomes your questions or comments regarding the Terms:

Fit Six LLC
2807 Woodhaven Cir
De Pere, Wisconsin 54115

Email Address:
gbstrengthclub@gmail.com

Telephone number:
920-471-7378

Effective as of August 14, 2023

Privacy Policy

Protecting your private information is our priority. This Statement of Privacy applies to www.gbstrengthclub.com, and Fit Six LLC and governs data collection and usage. For the purposes of this Privacy Policy, unless otherwise noted, all references to Fit Six LLC include www.gbstrengthclub.com, Green Bay Strength Club, Fit Six LLC and www.gbstrengthclub.com. The Green Bay Strength Club website is a Gym memberships, personal training, small group training, camps, ecommerce, and proshop items site. By using the Green Bay Strength Club website, you consent to the data practices described in this statement.

Collection of your Personal Information

In order to better provide you with products and services offered, Green Bay Strength Club may collect personally identifiable information, such as your:

- First and Last Name
- Mailing Address
- E-mail Address
- Phone Number
- Social media information

If you purchase Green Bay Strength Club's products and services, we collect billing and credit card information. This information is used to complete the purchase transaction.

Green Bay Strength Club may also collect anonymous demographic information, which is not unique to you, such as your:

- Age
- Gender

We do not collect any personal information about you unless you voluntarily provide it to us. However, you may be required to provide certain personal information to us when you elect to use certain products or services. These may include: (a) registering for an account; (b) entering a sweepstakes or contest sponsored by us or one of our partners; (c) signing up for special offers from selected third parties; (d) sending us an email message; (e) submitting your credit card or other payment information when ordering and purchasing products and services. To wit, we will use your information for, but not limited to, communicating with you in relation to services and/or products you have requested from us. We also may gather additional personal or non-personal information in the future.

Use of your Personal Information

Green Bay Strength Club collects and uses your personal information to operate and deliver the services you have requested.

Green Bay Strength Club may also use your personally identifiable information to inform you of other products or services available from Green Bay Strength Club and its affiliates.

Sharing Information with Third Parties

Green Bay Strength Club does not sell, rent or lease its customer lists to third parties.

Green Bay Strength Club may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personally identifiable information (e-mail, name, address, telephone number) is transferred to the third party. Green Bay Strength Club may share data with trusted partners to help perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to Green Bay Strength Club, and they are required to maintain the confidentiality of your information.

Green Bay Strength Club may disclose your personal information, without notice, if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on Green Bay Strength Club or the site; (b) protect and defend the rights or property of Green Bay Strength Club; and/or (c) act under exigent circumstances to protect the personal safety of users of Green Bay Strength Club, or the public.

Opt-Out of Disclosure of Personal Information to Third Parties

In connection with any personal information we may disclose to a third party for a business purpose, you have the right to know:

- The categories of personal information that we disclosed about you for a business purpose.

You have the right under the California Consumer Privacy Act of 2018 (CCPA) and certain other privacy and data protection laws, as applicable, to opt-out of the disclosure of your personal information. If you exercise your right to opt-out of the disclosure of your personal information, we will refrain from disclosing your personal information, unless you subsequently provide express authorization for the disclosure of your personal information. To opt-out of the disclosure of your personal information, visit this Web page www.gbstrengthclub.com.

Tracking User Behavior

Green Bay Strength Club may keep track of the websites and pages our users visit within Green Bay Strength Club, in order to determine what Green Bay Strength Club services are the most popular. This data is used to deliver customized content and advertising within Green Bay Strength Club to customers whose behavior indicates that they are interested in a particular subject area.

Automatically Collected Information

Information about your computer hardware and software may be automatically collected by Green Bay Strength Club. This information can include: your IP address, browser type, domain names, access times and referring website addresses. This information is used for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the

Green Bay Strength Club website.

Use of Cookies

The Green Bay Strength Club website may use "cookies" to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize Green Bay Strength Club pages, or register with Green Bay Strength Club site or services, a cookie helps Green Bay Strength Club to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same Green Bay Strength Club website, the information you previously provided can be retrieved, so you can easily use the Green Bay Strength Club features that you customized.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the Green Bay Strength Club services or websites you visit.

Links

This website contains links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information.

Security of your Personal Information

Green Bay Strength Club secures your personal information from unauthorized access, use, or disclosure. Green Bay Strength Club uses the following methods for this purpose:

- SSL Protocol

When personal information (such as a credit card number) is transmitted to other websites, it is protected through the use of encryption, such as the Secure Sockets Layer (SSL) protocol.

We strive to take appropriate security measures to protect against unauthorized access to or alteration of your personal information. Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, you acknowledge that: (a) there are security and privacy limitations inherent to the Internet which are beyond our control; and (b) security, integrity, and privacy of any and all information and data exchanged between you and us through this Site cannot be guaranteed.

Right to Deletion

Subject to certain exceptions set out below, on receipt of a verifiable request from you, we will:

- Delete your personal information from our records; and
- Direct any service providers to delete your personal information from their records.

Please note that we may not be able to comply with requests to delete your personal information if it is necessary to:

- Complete the transaction for which the personal information was collected, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, provide a good or service requested by you, or reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform a contract between you and us;
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity;
- Debug to identify and repair errors that impair existing intended functionality;
- Exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for by law;
- Comply with the California Electronic Communications Privacy Act;
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when our deletion of the information is likely to render impossible or seriously impair the achievement of such research, provided we have obtained your informed consent;
- Enable solely internal uses that are reasonably aligned with your expectations based on your relationship with us;
- Comply with an existing legal obligation; or
- Otherwise use your personal information, internally, in a lawful manner that is compatible with the context in which you provided the information.

Children Under Thirteen

Green Bay Strength Club does not knowingly collect personally identifiable information from children under the age of thirteen. If you are under the age of thirteen, you must ask your parent or guardian for permission to use this website.

Opt-Out & Unsubscribe from Third Party Communications

We respect your privacy and give you an opportunity to opt-out of receiving announcements of certain information. Users may opt-out of receiving any or all communications from third-party partners of Green Bay Strength Club by contacting us here:

- Web page: www.gbstrengthclub.com
- Email: gbstrengthclub@gmail.com
- Phone: 920-471-7378

E-mail Communications

From time to time, Green Bay Strength Club may contact you via email for the purpose of providing announcements, promotional offers, alerts, confirmations, surveys, and/or other general

communication. In order to improve our Services, we may receive a notification when you open an email from Green Bay Strength Club or click on a link therein.

If you would like to stop receiving marketing or promotional communications via email from Green Bay Strength Club, you may opt out of such communications by clicking the unsubscribe button for emails or replying STOP to text messages..

External Data Storage Sites

We may store your data on servers provided by third party hosting vendors with whom we have contracted.

Changes to this Statement

Green Bay Strength Club reserves the right to change this Privacy Policy from time to time. We will notify you about significant changes in the way we treat personal information by sending a notice to the primary email address specified in your account, by placing a prominent notice on our website, and/or by updating any privacy information. Your continued use of the website and/or Services available after such modifications will constitute your: (a) acknowledgment of the modified Privacy Policy; and (b) agreement to abide and be bound by that Policy.

Contact Information

Green Bay Strength Club welcomes your questions or comments regarding this Statement of Privacy. If you believe that Green Bay Strength Club has not adhered to this Statement, please contact Green Bay Strength Club at:

Fit Six LLC
2807 Woodhaven Cir
De Pere, Wisconsin 54115

Email Address:
gbstrengthclub@gmail.com

Telephone number:
920-471-7378

Effective as of August 14, 2023