

TERMS OF SERVICE

Last updated July 26, 2012

Web communications are a highly regulated and monitored activity by government agencies in many countries. When you sign this document you are attesting to the fact that you have read all the policy statements and will adhere to them. This statement is designed to inform you of basic general legal positions and liabilities relating to your use of this site, your use of the training, exercise and fitness services, and for you to attest to the fact that you, not the company, will be responsible for your own actions.

The Terms of Service for M&BM, LLC. (“MBM”) contains twenty-one sections. You can jump to each section by clicking the links below.

1. **Introduction.**
2. **Limited License & Use of the Service:** You are granted a non-exclusive, non-transferable, limited license to access and use the Site.
3. **Right to Change Site:** We reserve the right to modify, suspend, or discontinue the Site at any time.
4. **Site Interruptions:** We make everyone effort to minimize site interruptions.
5. **Site Contents:** All materials on the Site are owned, controlled, or licensed by M&BM, LLC.
6. **Consulting a Doctor:** Always consult a doctor before applying any health or exercise advice.
7. **Release of Liability Agreement:** You must sign, either in writing or digitally, the MBM Release of Liability Agreement prior to beginning a training, exercise or fitness services with MBM.
8. **Payments and Refunds:** Subscriptions are paid monthly and subject to change.
9. **Cancellation and Termination of Service:** Service may be cancelled or terminated at any time.
10. **Proprietary Rights:** MBM owns all rights, title, and interest in the Site.
11. **User Comments, Feedback, and Other Submissions:** MBM may use any of the comments you send to us. Comments must not violate any right of a third party.
12. **Personal Information Submitted Through the Site:** Use of personal information is governed by the Privacy Policy.
13. **Account Security:** You are responsible for safeguarding your password.
14. **Copyright Complaints:** If your work has been copied, please contact us.
15. **Links to Other Web Site and Service:** MBM is not responsible for any linked web sites on the Site.
16. **Disclaimer, Limitation of Liability and Indemnity:** MBM disclaims any and all warranties.
17. **Dispute Resolution:** Users agree to a pre-determined dispute resolution procedure.
18. **Choice of Law:** This agreement is governed under the laws of the State of Texas.
19. **Severability.**

20. **Termination:** Both MBM and the user may terminate this agreement at any time, but your continued use of the Site will not terminate your obligations under these Terms of Service.
21. **Entire Agreement:** This is the entire and exclusive agreement between the user and MBM.

1. Introduction

Welcome to www.mbmfit (the “Site”). The Site is provided as a means for visitors and potential Subscribers to learn about our site and Service, and as a way for our Subscribers (users who pay for the Service) to access our Service (the “Service”). Please review the following terms and conditions of use, which govern your use of the Site (the “Agreement”).

YOU UNDERSTAND THAT BY CLICKING THE “I AGREE” BUTTON, BY USING THE SITE, CONTENT, FILES AND/OR SERVICE OR YOUR ACCOUNT YOU ARE AGREEING TO BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT ACCEPT THESE TERMS OF SERVICE IN THEIR ENTIRETY, YOU MAY NOT ACCESS OR USE THE SITE, CONTENT, FILES OR SERVICE.

If you agree to these Terms of Service on behalf of a business, you represent and warrant that you have the authority to bind that business to these Terms of Service and your agreement to these terms will be treated as the agreement of the business. In that event, “you” and “your” will refer and apply to that business.

Your use of the Site constitutes your agreement to follow and be bound by the Agreement. We (MBM, LLC or the “Company”) reserve the right to update or modify this Agreement at any time without prior notice. For this reason, we encourage you to review the Agreement whenever you use any of the Site. If you do not agree to these terms, please do not use the Site.

2. Limited License & Use of the Site

You are granted a non-exclusive, non-transferable limited license to access and use the Site. The Site does not review or pre-screen the contents of electronic data uploaded or posted to the Site (“Content”), and the Company claims no intellectual property rights with respect to the Content.

You agree not to reproduce, duplicate, copy, sell, resell or exploit access to the Site, use of the Site, or any portion of the Site, including, but not limited to the HTML, Cascading Style Sheets (“CSS”) or any visual design elements without the express written permission from the Company.

You agree not to modify, reverse engineer, adapt or otherwise tamper with the Site or modify another website so as to falsely imply that it is associated with the Site, the Company, or any other software or Site provided by the Company.

You agree not to use the Site in any manner which may infringe copyright or intellectual property rights or in any manner which is unlawful, offensive, threatening, libelous, defamatory, pornographic, and obscene or in violation of these Terms of Service.

You agree not to use the Service to upload, post, host, or transmit unsolicited bulk e-mail “Spam”, short message service “SMS” messages, viruses, self-replicating computer programs “Worms” or any code of a destructive or malicious nature.

3. Right to Change Site

We reserve the right, at any time in our sole discretion, to: modify, suspend or discontinue the Site or any service, content, feature or product offered through the Site (the “Service”), with or without notice; charge fees in connection with the use of the Site; modify and/or waive any fees charged in connection with the Site; and/or offer opportunities to some or all users of the Site. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site, or any service, content, or feature offered through the Site.

4. Site Interruption

YPF Fitness makes every effort to keep the Site and Service up and running. However, the Site is hosted through a third party, and we do not always have advanced notice of such interruptions. If site interruptions occur, we will make every effort to get the Site up and running as quickly as possible.

5. Site Contents

Unless otherwise noted, the Site, and all materials on the Site, including text, images, illustrations, designs, icons, photographs, video clips and other materials, and the copyrights, trademarks, trade dress and/or other intellectual property in such materials (collectively, the “Contents”), are owned, controlled and/or licensed by MBM. Other trademarks appearing on the Site are the trademarks of MBM and/or its subsidiaries.

The Site and the Contents are intended solely for personal, non-commercial use. No right, title or interest in any downloaded Content is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or exploit in any way any of the Contents or the Site.

6. Consulting a Doctor

Our Online Services are not a substitute for professional medical advice or a medical exam. Prior to participating in any exercise program or activity, you should seek the advice of your physician or other qualified health professional. You agree that no health information provided by our Online Services will be used to diagnose, treat, cure or prevent any medical condition without consulting a licensed physician. Application or reliance on of the techniques, ideas, and suggestions accessed through our Online Services is at your sole discretion and risk

7. Release of Liability Agreement.

Before beginning any services with MBM, you must digitally sign the Release of Liability Agreement. By signing the Release of Liability Agreement you will waive certain rights, including the right to sue, so please read it carefully and discuss with your attorney or advisors before signing.

8. Payments and Cancellation Policy

The prices displayed on the site are quoted in U.S. dollars.

If a client cancels a training session/conference you must provide the trainer at least 24 hours' advance notice. If a training session/ conference is cancelled by a trainer, attempts will be made to substitute another trainer if available, if not, the client and trainer will have to reschedule that training session/conference for another compatible date and time. In the case of Group & Aerobic training if a session is missed it is lost and no rescheduling is applicable. No refunds are made by MBM for MBM services or products.

We reserve the right to change the price and will try to provide notice of such changes. Payment for services will be made via Paypal or other merchant services provided on the web site.

9. Cancellation and Termination of Service

The User is solely responsible for canceling the service. This may be done at any time through the Site or by contacting us directly. Service and payments will be terminated 30 days after the User cancels.

MBM has the right to suspend service to any user at any time for failing to comply with these Terms of Service. Upon cancellation or termination, all content associated with such subscription will be deleted immediately.

10. Proprietary Rights

The Company owns all legal right, title and interest in the Site, including any intellectual property rights which subsist in the Site, and any comments or submissions you make to or through the Site. You may not use any of MBM trade names, trademarks, service marks, logos, domain names or other distinctive brand features.

11. User Comments, Feedback, and Other Submissions

MBM is pleased to hear from users and welcomes your comments regarding our products and Service. If, at our request, you send certain specific submissions or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "Comments"), you agree that MBM may, at any time, without restriction, edit, copy, publish, distribute, translate, and otherwise use in any medium any Comments that you forward to the Company. MBM is and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay compensation for any

Comments; or (3) to respond to any Comments. MBM has the right but not the obligation to monitor and edit or remove any Comments.

You agree that your Comments will not violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary right. You further agree that your Comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Site. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead MBM or third parties as to the origin of any Comments. You are solely responsible for any Comments you make and their accuracy. MBM takes no responsibility and assumes no liability for any Comments posted by your or any third party.

12. Personal Information Submitted Through the Site

Your submission of personal information through the Site is governed by our privacy policy, which can be reached by clicking on the “Privacy Policy” link located in the footer section of the Site (the “Privacy Policy”). This Agreement incorporates by reference the terms and conditions of the Privacy Policy.

13. Account Security

You are responsible for safeguarding the password that you use to access the Site and Service. You agree not to disclose your password to any third party. You agree to take sole responsibility for any activities or actions under your password, whether or not you have authorized such activities or actions. You will immediately notify MBM of any unauthorized use of your password. You acknowledge that if you wish to protect your transmission of information to MBM, it is your responsibility to use a secure encrypted connection to communicate with and/or utilize the Products and Service.

14. Copyright Complaints

MBM Fitness respects the intellectual property of others. You agree that your logos, content, pictures and any other information will not violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary right. You agree to indemnify MBM, its shareholders, officers, directors, employees, agents, distributors, vendors and affiliates against any third party claims as a result of your use of unauthorized material.

If you believe that your work has been copied in any way that constitutes copyright infringement, please contact us at:

www.mbmfit.com

Attn: Copyright Infringement Department
809 Heather Knoll Drive
DeSoto, TX 75115

15. Links to Other Web Site and Service

The Site may contain links to other Web sites that are not under the control of MBM. MBM has no responsibility for the linked Web sites nor does linking to other Websites constitute an endorsement by the Company of any linked Web site. Links are provided solely for the convenience and information of the Site users.

16. Disclaimer, Limitation of Liability and Indemnity

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED, THIS SITE, ALL CONTENTS, ALL PRODUCTS AND ALL SERVICE ARE PROVIDED ON AN 'AS IS' BASIS. YPF FITNESS DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YPF FITNESS DOES NOT WARRANT THAT YOUR USE OF THIS SITE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT THIS SITE OR ITS SERVER ARE FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS. ALTHOUGH YPF FITNESS ENDEAVORS TO PROVIDE ACCURATE INFORMATION, IT DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE ACCURACY OR RELIABILITY OF INFORMATION ON THIS SITE. YOUR USE OF THE SITE IS AT YOUR OWN RISK. NEITHER YPF FITNESS NOR ITS AFFILIATED OR RELATED ENTITIES OR ITS VENDORS OR CONTENT PROVIDERS SHALL BE LIABLE TO ANY PERSON OR ENTITY FOR ANY DIRECT OR INDIRECT LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHERWISE), INJURY, CLAIM, OR LIABILITY OF ANY KIND OR CHARACTER WHATSOEVER BASED UPON OR RESULTING FROM YOUR USE OR INABILITY TO USE THIS SITE, OR ANY INFORMATION OR MATERIALS PROVIDED ON THE SITE. MBM IS NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE SITE OR ANY MATERIALS ON THE SITE, OR WITH ANY OF YPF FITNESS'S TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS MBM, ITS SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, DISTRIBUTORS, VENDORS AND AFFILIATES FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, DEMANDS, LIABILITIES, COSTS OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING OR ARISING OUT OF YOUR BREACH OF ANY OF THESE TERMS OF USE.

17. Dispute Resolution

Mindful of the high cost of litigation, not only in dollars but also in time and energy, both you and MBM agree to the following dispute resolution procedure: In the event of any controversy, claim, action or dispute arising out of or related to any transaction conducted on the Site, or the breach, enforcement, interpretation, or validity of this Agreement or any part of it ("Dispute"), the party asserting the Dispute shall first try in good faith to settle such Dispute by providing written notice to the other party (by first class or registered mail) describing the facts and

circumstances (including any relevant documentation) of the Dispute and allowing the receiving party 30 days in which to respond to or settle the Dispute. Notice shall be sent to

(1) MBM at:
MBM LLC Legal Department
809 Heather Knoll Drive
DeSoto, TX 75115

or

(2) You at: your last-used billing address or the billing and/or shipping address in your online profile.

If this Dispute Resolution process does not result in satisfaction of the Dispute, then you agree to submit the issue to non-binding mediation in Travis County. Both you and MBM agree that this dispute resolution procedure is a condition precedent which must be satisfied prior to initiating any litigation or filing any claim against the other party.

18. Choice of Law

This Agreement shall be construed in accordance with the laws of the State of Texas, without regard to any conflict of law provisions. Any dispute arising under this Agreement shall be resolved exclusively by the state and/or federal courts of the State of Texas, County of Dallas and/or the Northern District of Texas. The waiver of any provision of the Agreement shall not be considered a waiver of any other provision or of MBM's right to require strict observance of each of the terms herein.

19. Severability

If any provision of the Agreement is found to be unenforceable or invalid for any reason, that provision shall be severable, and all other provisions shall remain in full force and effect. This Agreement constitutes the entire agreement between us relating to your use of the Site.

20. Termination

These terms are effective unless and until terminated by either you or MBM. You may terminate this Agreement at any time. The Company also may terminate this Agreement at any time without notice, and accordingly may deny you access to the Site, if in our sole judgment you fail to comply with any term or provision of the Agreement. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes.

21. Entire Agreement

These Terms of Service are the entire and exclusive agreement between MBM and you regarding the Content and the Site, and these Terms of Service supersede and replace any prior agreements between MBM and you.