

CD FITNESS POLICIES, TERMS AND CONDITIONS

ACCEPTANCE OF TERMS AND BINDING NATURE OF THIS AGREEMENT

By accessing, browsing, registering upon, subscribing to, purchasing from, downloading from, or in any manner whatsoever using the website, mobile application, digital storefront, communication channels, or any services or service offered by CD Fitness (hereinafter referred to as "CD Fitness", the "Company", the "Service Provider", "we", "us", or "our"), you (hereinafter referred to as the "Client", "Customer", "User", "you", or "your") expressly acknowledge, represent, declare, warrant, and unconditionally agree that you have read, fully understood, and voluntarily accepted these Policies, Terms and Conditions in their entirety, together with each and every policy, disclaimer, notice, and schedule incorporated herein by reference, including without limitation the Refund Policy, Privacy Policy, Medical Disclaimer, Cookie Policy, and Shipping and Delivery Policy set out hereunder, all of which shall be read together as one single, composite, integrated, and indivisible agreement (hereinafter the "Agreement"); and you further acknowledge and agree that your act of clicking any button or checkbox denoting acceptance, creating an account, completing any checkout process, tendering any payment, submitting any personal or fitness-related information, downloading or accessing any digital deliverable, or continuing to use the services in any manner whatsoever shall each independently and cumulatively constitute a valid, binding, subsisting, and legally enforceable electronic contract between you and CD Fitness under all applicable laws, including without limitation the Indian Contract Act, 1872 and the Information Technology Act, 2000, carrying the same legal force, effect, and consequence as a physically signed written instrument executed by you, and you expressly and irrevocably waive any right to contend otherwise; and you acknowledge that if you do not agree with any part of this Agreement, your sole and exclusive remedy is to refrain from and immediately discontinue all use of the services and to abstain from purchasing any services, and that no partial, conditional, qualified, or reserved acceptance of this Agreement shall be recognised, entertained, or given any effect whatsoever by CD Fitness.

ELIGIBILITY, LEGAL CAPACITY AND AGE REQUIREMENTS

The Client expressly represents, warrants, and covenants that they are at least 18 (eighteen) years of age as on the date of first access to the Platform, that they are of sound mind, that they are competent to contract within the meaning of the Indian Contract Act, 1872, that they are not disqualified from contracting by any law to which they are subject, and that they possess the full legal right, power, authority, and capacity to enter into, be bound by, and perform their obligations under this Agreement without the consent, concurrence, or authorisation of any other person; and the Client further acknowledges that the Services are neither designed for, directed at, nor intended to be used by minors, and that CD Fitness does not knowingly solicit, collect, or process the personal information of any individual below the age of eighteen (18) years. Where the Client is a minor, or is otherwise incompetent to contract, or is under any

legal guardianship, curatorship, or disability, the Services may be accessed only by and through a parent or lawful guardian who shall themselves accept this Agreement in their own name and on the minor's behalf, who shall assume complete and unconditional responsibility for the minor's participation, conduct, safety, and health, and who shall be treated for all purposes hereunder as the contracting Client; and CD Fitness expressly reserves the absolute right, at its sole and unfettered discretion and without any obligation to do so, to require documentary verification of age, identity, guardianship, or legal capacity at any stage, and to refuse, restrict, suspend, or terminate access and to cancel any Order where such verification is not furnished to its satisfaction or where CD Fitness has reason to believe that any representation as to eligibility is false, misleading, incomplete, or has ceased to be true, without thereby incurring any liability whatsoever to the Client or to any third party.

NATURE, SCOPE AND LIMITATIONS OF THE SERVICES

The Client acknowledges, understands, and agrees that CD Fitness operates exclusively as a provider of digital, informational, educational, and general wellness content, that all Services are rendered strictly through virtual and remote means including the Platform, electronic mail, digital messaging, downloadable files, written material, and pre-recorded or algorithmically generated content, and that at no point does CD Fitness exercise, assume, or purport to exercise any physical supervision, in-person instruction, real-time observation, spotting, correction, or control over the Client's activities, movements, technique, exertion, environment, equipment, or physiological state; and the Client accordingly acknowledges that the Services are advisory, suggestive, and informational in character, that they do not constitute hands-on personal training, coaching, physiotherapy, rehabilitation, clinical nutrition therapy, or medical care in any form, and that CD Fitness therefore bears no responsibility whatsoever for ensuring correct form, posture, technique, load selection, progression, recovery, or safety during the Client's performance of any activity described in any Deliverable. The Client further acknowledges that every plan, chart, recommendation, and Deliverable is generated solely on the basis of the data points voluntarily supplied by the Client, that such plans are generic templates individualised only to the limited extent that the supplied inputs permit, that they are not the services of any physical examination, diagnostic investigation, pathological testing, body composition analysis, or clinical assessment, and that they may not account for undisclosed, undiagnosed, latent, or evolving conditions. CD Fitness reserves the absolute right to add to, modify, restrict, discontinue, or withdraw any Service, feature, plan format, or Deliverable at any time and without prior notice, and the Client agrees that no such addition, modification, restriction, discontinuance, or withdrawal shall give rise to any claim, demand, compensation, or liability against CD Fitness of any nature whatsoever.

ACCOUNT REGISTRATION, CREDENTIALS AND ACCOUNT SECURITY

Where access to any Service, dashboard, or Deliverable requires the creation of an account, the Client shall furnish accurate, current, complete, and truthful registration particulars, shall promptly update such particulars upon any change, and shall be solely and exclusively responsible for maintaining the strict confidentiality and security of their login identifier,

password, one-time passwords, access links, download links, session tokens, and any other authentication credential associated with their account; and the Client expressly agrees that they shall not disclose, share, transfer, assign, sell, rent, sublicense, or otherwise permit any third party to use their credentials or account, shall not create any account by using a false identity, another person's identity, or an electronic mail address not lawfully controlled by them, shall not maintain multiple accounts for the purpose of circumventing any restriction, promotional limitation, pricing condition, or enforcement action, and shall not employ any automated script, bot, crawler, or other programmatic means to register, access, or interact with the Platform. The Client acknowledges and agrees that every activity, transaction, submission, communication, download, and instruction occurring under or through their account or credentials shall be conclusively deemed to have been undertaken by the Client personally, that CD Fitness shall be fully entitled to act upon and rely upon the same without further verification, and that the Client shall remain wholly liable for all consequences thereof, whether or not such activity was in fact authorised by them. The Client shall notify CD Fitness immediately upon becoming aware of any actual or suspected unauthorised access, credential compromise, or breach of account security, and the Client acknowledges that CD Fitness shall bear no liability whatsoever for any loss, damage, disclosure, misuse, or consequence arising from the Client's failure to safeguard their credentials or from any delay in giving such notification.

CLIENT DISCLOSURES, ACCURACY OF INFORMATION AND CONSEQUENCES OF INACCURACY

The Client expressly undertakes, represents, and warrants that all information furnished by them to CD Fitness at any time, whether at the point of registration, during checkout, in any intake form or questionnaire, or in the course of any communication, and including without limitation their name, age, gender, height, weight, body measurements, activity level, occupation, training experience, fitness goals, dietary preferences, food allergies and intolerances, medical history, existing and past medical conditions, injuries, surgeries, medications, supplements, pregnancy or lactation status, and electronic mail address, is and shall at all times remain true, correct, complete, current, and not misleading in any material respect; and the Client acknowledges and unequivocally accepts that the appropriateness, suitability, safety, and effectiveness of every Deliverable is wholly and entirely contingent upon the accuracy and completeness of such disclosures, that CD Fitness has no means whatsoever of independently verifying, testing, examining, or corroborating any such information, and that CD Fitness is entitled to and does in fact rely upon the Client's disclosures as being accurate and complete. The Client therefore expressly agrees that CD Fitness shall not be responsible, answerable, or liable in any manner whatsoever for any plan that is unsuitable, ineffective, inappropriate, excessive, insufficient, or unsafe by reason of any incorrect, incomplete, outdated, exaggerated, understated, withheld, concealed, or misleading information furnished by the Client, and that any and all consequences arising therefrom, including any injury, illness, allergic or adverse reaction, deterioration of an existing condition, aggravation of an injury, metabolic or hormonal disturbance, nutritional deficiency or excess,

or absence of results, shall be borne solely, exclusively, and absolutely by the Client; and the Client further agrees that no refund, replacement, credit, compensation, or other remedy of any kind shall lie against CD Fitness on the ground that a Deliverable was generated using information supplied inaccurately by the Client.

PRICING, PAYMENT, TAXES, INVOICING AND PROMOTIONAL OFFERS

All prices, fees, and charges for the Digital Services and Services are as displayed on the Platform at the time of the transaction and are quoted in the currency indicated thereon, and CD Fitness expressly reserves the absolute and unilateral right to revise, restructure, increase, reduce, bundle, unbundle, or discontinue any price, fee, plan, package, tier, or promotional rate at any time and without prior notice, provided that any such revision shall not affect an Order for which payment has already been successfully received and accepted by CD Fitness; and the Client acknowledges that all payments are collected through third-party payment gateways, aggregators, banks, wallet providers, and card networks, that the Client's use of such channels is additionally governed by the respective terms, conditions, and privacy policies of those providers, and that CD Fitness neither controls nor accepts responsibility for any failure, delay, interruption, decline, duplication, deduction, exchange-rate variance, convenience fee, gateway charge, or bank levy attributable to any such provider or to the Client's issuing institution. All amounts payable shall be exclusive of, and the Client shall bear and discharge, every applicable tax, duty, cess, levy, goods and services tax, withholding, or statutory imposition of any nature whatsoever, and the Client shall be solely responsible for any customs, foreign exchange, cross-border, or remittance charge arising from a transaction initiated outside India. The Client agrees that an Order is deemed accepted only upon actual receipt and confirmation of the full consideration by CD Fitness, that CD Fitness may at its discretion decline, cancel, or reverse any Order on grounds including suspected fraud, pricing or typographical error, payment irregularity, or breach of this Agreement, and that all promotional codes, discounts, coupons, referral benefits, and limited-period offers are subject to their own stated conditions, are non-transferable, non-encashable, cannot be combined unless expressly permitted, and may be withdrawn or invalidated by CD Fitness at any time without notice or liability.

DIGITAL DELIVERY OF SERVICE AND ABSENCE OF PHYSICAL SHIPMENT

The Client expressly acknowledges and agrees that CD Fitness deals exclusively in digital, intangible, electronically delivered services, that no physical, tangible, or corporeal goods of any description are manufactured, stocked, packed, dispatched, couriered, shipped, or delivered by CD Fitness at any time, and that accordingly no shipping address, courier tracking, delivery attempt, logistics service, physical handover, or return-to-origin process exists or shall be applicable to any Order placed on the Platform; and the Client further acknowledges that upon successful realisation of payment, the personalised diet plan, workout programme, nutrition guide, or other Digital Services shall be generated and made available electronically, whether by display within the Client's account or dashboard on the Platform, by provision of a download link, or by transmission to the electronic mail address furnished by the Client

during checkout or registration, and that any one of such modes shall constitute complete, valid, and sufficient delivery for all purposes of this Agreement. The Client acknowledges that the majority of Deliverables are generated and made available instantaneously or within a few minutes of payment confirmation, but that in exceptional circumstances involving elevated server load, network congestion, third-party service degradation, electronic mail routing delay, spam or junk filtering, mailbox quota limitations, or other technical contingency, delivery may reasonably extend up to twenty-four (24) hours from the time of payment, and the Client agrees that any such delay shall not constitute a deficiency in service, breach of contract, or ground for cancellation, refund, or compensation. The Client shall bear sole responsibility for furnishing a correct, functional, actively monitored electronic mail address, for ensuring that communications from CD Fitness are not blocked, filtered, quarantined, or rejected, and for retaining and safeguarding all Deliverables once received, and the Client agrees that CD Fitness shall not be liable for non-receipt attributable to any of the foregoing.

REFUND POLICY

The Client expressly acknowledges, understands, and unconditionally accepts that every services offered by CD Fitness is digital in nature, comprising personalised diet plans, workout programmes, nutrition guides, and other downloadable or electronically accessible fitness resources, that such services are conceived, generated, and delivered instantaneously and irreversibly upon confirmation of payment, that they are by their very nature incapable of being physically returned, surrendered, un-received, un-viewed, un-downloaded, or restored to CD Fitness in any manner, and that once generated the intellectual and informational value thereof has been fully and irretrievably transferred to and consumed by the Client; and accordingly the Client expressly agrees and covenants that all purchases are and shall remain final, absolute, and strictly non-refundable, and that once a Digital Services has been generated, delivered, transmitted, displayed, downloaded, opened, or in any manner accessed, no refund, reversal, cancellation, exchange, replacement, substitution, store credit, partial credit, or pro-rata adjustment shall be provided, claimed, or claimable under any circumstances save and except strictly as expressly set out in the immediately following clause. The Client further and specifically acknowledges that no refund shall lie, and no claim shall be entertained, on grounds including but not limited to a change of mind, buyer's remorse, mistaken or duplicate selection of a plan or package, purchase of an unintended tier or duration, dissatisfaction with the format, length, layout, presentation, or aesthetic of a Deliverable, dissatisfaction with the food items, recipes, ingredients, cuisines, supplements, exercises, equipment, or scheduling suggested therein, subjective disagreement with the recommendations contained therein, non-utilisation or abandonment of the plan, inability or unwillingness to adhere to the plan, lack of time, loss of motivation, cessation of interest, change of personal circumstances, relocation, availability of similar content elsewhere at a lower price, or absence, insufficiency, or slowness of physical results of any kind.

LIMITED REFUND EXCEPTIONS, ELIGIBILITY CONDITIONS AND PROCESSING

Notwithstanding the general and absolute rule of non-refundability set out above, CD Fitness may, purely as a matter of goodwill and in the exercise of its sole, absolute, and unfettered discretion, consider a refund in the following narrowly and exhaustively defined circumstances only, namely: (i) where the Client has been demonstrably charged more than once for one and the same Order by reason of a duplicate transaction, in which event the refund shall be confined strictly to the excess amount so charged; (ii) where the Client has been charged but has not received the purchased Digital Services on account of a technical failure that has been reported in accordance with the escalation procedure herein and thereafter independently verified by CD Fitness from its own records; and (iii) where the purchased Digital Services cannot be generated or delivered at all owing to a system error that CD Fitness is unable to resolve within a reasonable period. The Client agrees that eligibility under any of the foregoing heads is subject to the mandatory conditions that the claim be raised in writing within seven (7) days of the transaction date, that the Client furnish complete transaction particulars and such supporting documentation as CD Fitness may require, that the Client extend full cooperation to any verification exercise, and that the Client has not breached any provision of this Agreement; and the Client further agrees that a duplicate charge shall not be treated as such where two distinct Orders were in fact placed, and that a delivery failure shall not be treated as such where non-receipt is attributable to an incorrect electronic mail address, mailbox restriction, spam filtering, or any other cause within the Client's own control. Where a refund is approved, it shall be processed exclusively to the original instrument and payment method used for the transaction, net of any irrecoverable gateway, banking, or foreign exchange charge, within the applicable banking and settlement timelines, and CD Fitness shall bear no liability whatsoever for any delay attributable to any bank, card network, gateway, or intermediary.

SUBSCRIPTIONS, RECURRING BILLING, RENEWAL AND CANCELLATION

Where the Client elects to purchase any Service on a subscription, membership, recurring, instalment, or periodically renewing basis, the Client expressly authorises CD Fitness and its payment processors to store the requisite payment mandate and to debit the applicable subscription consideration automatically at each recurring interval, whether monthly, quarterly, half-yearly, annually, or as otherwise specified at the point of purchase, at the rate prevailing for the relevant cycle, until such time as the subscription is validly cancelled in accordance with this clause; and the Client acknowledges that every such subscription shall renew automatically and without further intimation, notice, reminder, or confirmation unless cancelled by the Client prior to the commencement of the next billing cycle, and that it is the sole responsibility of the Client to monitor their subscription status, billing dates, and payment instrument. The Client may cancel a subscription at any time through the cancellation facility available within their account or by written request to the support team, and the Client acknowledges and agrees that such cancellation shall operate prospectively only, taking effect from the conclusion of the then-current billing cycle, that the Client shall retain access for the balance of the cycle already paid for, and that no refund, pro-rata rebate, partial credit, or adjustment whatsoever shall be payable in respect of any unexpired, unused, or unutilised

portion of any cycle, nor in respect of any period during which the Client did not access, download, or utilise the Services. The Client further acknowledges that where a recurring debit fails, is declined, is returned, or is not honoured for any reason, CD Fitness may reattempt the debit, may suspend or restrict access with immediate effect, and may terminate the subscription altogether, in each case without liability; and that any promotional, introductory, trial, or discounted rate shall apply only for the period expressly stated and shall thereafter automatically convert to the standard prevailing rate, to which conversion the Client hereby consents in advance.

MEDICAL DISCLAIMER AND ABSENCE OF PROFESSIONAL MEDICAL CAPACITY

The Client expressly acknowledges, understands, and unconditionally accepts that CD Fitness is not a hospital, clinic, nursing home, diagnostic centre, medical organisation, healthcare establishment, or regulated healthcare entity of any description, that CD Fitness does not employ, hold out, or represent itself as employing any registered medical practitioner, licensed physician, registered dietician, clinical nutritionist, physiotherapist, sports medicine specialist, endocrinologist, psychologist, or other regulated healthcare professional for the purpose of rendering the Services, and that CD Fitness does not and cannot provide medical advice, medical opinion, diagnosis, prognosis, prescription, treatment, therapy, rehabilitation, or clinical management of any kind; and the Client further acknowledges that all information, diet plans, workout programmes, nutrition recommendations, calorie and macronutrient targets, exercise prescriptions, articles, videos, and other content furnished by CD Fitness are intended solely and exclusively for general fitness, informational, and educational purposes, that the same are prepared on the basis of general research, publicly available literature, practical experience, and general fitness understanding rather than upon any formal clinical, medical, or regulated professional qualification, examination, or investigation, and that nothing contained in any Deliverable or communication shall under any circumstances be construed, interpreted, relied upon, or held out as medical advice or as a substitute for the independent professional judgement of a duly qualified healthcare provider. The Client agrees that the Services are not intended to diagnose, treat, cure, mitigate, manage, or prevent any disease, disorder, deficiency, injury, or medical condition whatsoever, that no statement contained in any Deliverable has been evaluated or approved by any food, drug, medical, or regulatory authority, and that the Client shall not discontinue, alter, reduce, substitute, or delay any medication, treatment, therapy, procedure, or medical advice prescribed by their own healthcare provider on the strength of anything contained in any Deliverable; and the Client accepts that CD Fitness shall bear no responsibility or liability whatsoever for any consequence, complication, or outcome arising from reliance upon such general research-based guidance.

NO DOCTOR-PATIENT, DIETICIAN-CLIENT OR THERAPEUTIC RELATIONSHIP

The Client expressly acknowledges and agrees that no doctor-patient relationship, physician-patient relationship, dietician-client relationship, therapist-patient relationship, fiduciary relationship, or professional relationship of trust and confidence of any regulated character whatsoever is created, established, implied, or intended to be created between the Client and CD Fitness or between the Client and any founder, proprietor, director, employee, consultant, contractor, trainer, coach, content creator, or representative of CD Fitness, whether by reason of the purchase of any Digital Services, the submission of any health or fitness information, the generation or delivery of any plan, the exchange of any communication or correspondence, the participation in any consultation, or the continued use of the Services over any period of time; and the Client agrees that the mere collection or processing of information concerning the Client's age, weight, body measurements, medical history, medications, conditions, or dietary restrictions shall not be construed as the taking of a medical history, the conduct of a clinical assessment, the rendering of a professional opinion, or the assumption of any duty of care of a medical, clinical, or professional nature. The Client further acknowledges and agrees that CD Fitness does not undertake any duty to monitor, review, follow up upon, supervise, track, or intervene in the Client's health status, physiological response, progress, adherence, symptoms, or wellbeing at any time, whether during the currency of any plan or thereafter, that CD Fitness has no obligation to detect, identify, warn of, or respond to any deterioration, adverse reaction, or complication, and that the entire responsibility for obtaining appropriate medical oversight and for making all decisions concerning the Client's health rests solely, exclusively, and absolutely with the Client; and the Client accordingly agrees that no claim founded upon professional negligence, medical negligence, breach of professional duty, or breach of fiduciary duty shall be maintainable against CD Fitness in any forum whatsoever.

MANDATORY PRE-PARTICIPATION MEDICAL CONSULTATION AND HIGH-RISK CONDITIONS

The Client expressly covenants, undertakes, and warrants that prior to commencing, resuming, intensifying, or in any manner acting upon any exercise programme, workout routine, training schedule, diet plan, dietary modification, caloric restriction, fasting protocol, or nutritional recommendation furnished by CD Fitness, the Client has consulted, or shall forthwith consult, a duly qualified and registered medical practitioner or appropriate healthcare professional and has obtained or shall obtain express medical clearance to participate in such activity; and the Client acknowledges that such consultation is mandatory and not discretionary, and is of particular and heightened importance where the Client suffers from, has suffered from, is suspected of suffering from, or has any family history of any of the following conditions, namely diabetes mellitus of any type, hypertension or hypotension, any cardiovascular, coronary, valvular, arrhythmic, or cerebrovascular condition, high cholesterol or dyslipidaemia, respiratory conditions including asthma and chronic obstructive pulmonary disease, thyroid or other endocrine or hormonal disorder, polycystic ovarian syndrome, renal, hepatic, pancreatic, or gastrointestinal disease, epilepsy or any seizure disorder, anaemia or any haematological disorder, autoimmune or inflammatory disease, cancer or any history thereof, osteoporosis, arthritis, hernia, spinal, disc, joint, ligament, tendon, or musculoskeletal

injury or degeneration, recent or historic surgery, fracture, or physical trauma, any implanted device or prosthesis, any infectious or communicable condition, any allergy, intolerance, or sensitivity, any mental health condition or eating disorder, or where the Client is pregnant, attempting to conceive, breastfeeding, post-partum, of advanced age, sedentary for a prolonged period, significantly overweight or underweight, or taking any prescription or over-the-counter medication, supplement, hormonal preparation, or substance; and the Client agrees that CD Fitness shall bear absolutely no liability for any consequence arising from the Client's failure, refusal, neglect, or delay in obtaining such consultation and clearance, or from the Client's non-disclosure of any such condition.

SPECIAL POPULATIONS, PREGNANCY, LACTATION AND PERSONS REQUIRING SUPERVISED CARE

The Client expressly acknowledges and agrees that the Services, plans, and Deliverables of CD Fitness are designed for and directed at generally healthy adult individuals without material medical complication, and are not designed, validated, calibrated, or intended for use by persons belonging to any special or clinically vulnerable population, including without limitation women who are pregnant, attempting to conceive, undergoing fertility treatment, in the post-partum period, or breastfeeding; persons below the age of eighteen years; persons of advanced or geriatric age; persons who are frail, immunocompromised, convalescent, hospitalised, or under active medical treatment; persons with any physical, sensory, cognitive, neurological, or developmental disability; persons recovering from surgery, injury, illness, or childbirth; persons undergoing rehabilitation or physiotherapy; persons with diagnosed or suspected eating disorders or disordered eating patterns; competitive or professional athletes subject to anti-doping or federation regulation; and persons whose occupation, medication, or condition materially alters their nutritional, metabolic, cardiovascular, or musculoskeletal requirements. The Client acknowledges that the nutritional and training needs of such persons are highly individualised, clinically sensitive, and require assessment, prescription, and ongoing monitoring by an appropriately qualified and regulated healthcare professional having direct physical access to the individual concerned, and that generic or algorithmically generated guidance may be inappropriate, insufficient, excessive, or actively harmful in such contexts; and the Client therefore expressly undertakes that if they belong to any such category they shall not act upon any Deliverable except under the direct, informed, and continuing supervision of their own treating professional, and agrees that any decision to proceed is taken entirely at the Client's own volition and absolute risk, and that CD Fitness disclaims and excludes all liability, howsoever arising, in respect of any consequence, complication, injury, deterioration, or loss suffered by any person belonging to any such special population.

NUTRITION, DIETARY, ALLERGEN, INTOLERANCE AND SUPPLEMENT DISCLAIMER

The Client expressly acknowledges and agrees that all diet plans, meal schedules, food lists, recipes, portion recommendations, caloric and macronutrient targets, hydration guidance, and nutritional suggestions furnished by CD Fitness are general, indicative, and illustrative in

nature, are computed by reference to standard population-level formulae, generic food composition tables, and average nutrient values, and do not and cannot account for individual metabolic variation, absorption efficiency, gut health, genetic polymorphism, medication interaction, regional or seasonal variation in produce, differences in cooking method, brand-to-brand variance in packaged foods, or the actual nutritional content of any food item as prepared, sourced, or consumed by the Client; and the Client further acknowledges that CD Fitness cannot and does not verify, test, certify, or guarantee that any suggested food, ingredient, recipe, cuisine, beverage, or preparation is free from any allergen, contaminant, adulterant, additive, or substance to which the Client may be allergic, intolerant, sensitive, or religiously or ethically opposed, and that it is the sole and absolute responsibility of the Client to read all labels, verify all ingredients, ascertain the provenance and hygiene of all food consumed, and satisfy themselves as to the suitability and safety of every item before consumption. The Client additionally acknowledges that where any Deliverable references, suggests, or mentions any dietary supplement, protein powder, vitamin, mineral, herbal preparation, ergogenic aid, or nutraceutical, such mention is purely informational and general, does not constitute a prescription, endorsement, recommendation, or assurance of safety, efficacy, legality, purity, or quality, and shall not be acted upon save after independent consultation with a qualified medical professional and independent verification of the services's licensing, labelling, and regulatory compliance; and the Client agrees to assume complete responsibility for and to hold CD Fitness entirely harmless in respect of any allergic reaction, intolerance, food-borne illness, adverse interaction, deficiency, toxicity, or other consequence arising from any food, beverage, or supplement consumed.

MENTAL HEALTH, DISORDERED EATING AND BODY-IMAGE CONSIDERATIONS

The Client expressly acknowledges and agrees that CD Fitness does not provide, and is not qualified or equipped to provide, psychological, psychiatric, counselling, psychotherapeutic, or mental health services of any description, and that no Deliverable, plan, message, or communication issued by CD Fitness is intended to diagnose, treat, address, manage, or in any manner accommodate any mental health condition, mood disorder, anxiety disorder, obsessive-compulsive pattern, body dysmorphic condition, or eating disorder, including without limitation anorexia nervosa, bulimia nervosa, binge eating disorder, orthorexia, or any other disordered relationship with food, eating, weight, exercise, or body image; and the Client acknowledges that structured dietary restriction, calorie counting, weight monitoring, body measurement, progress photography, and prescribed exercise volumes may, in individuals so predisposed, precipitate, exacerbate, entrench, or conceal such conditions, and that CD Fitness has no means whatsoever of identifying, screening for, monitoring, or responding to any such predisposition or condition. The Client therefore expressly undertakes that if they have been diagnosed with, are being treated for, are recovering from, or reasonably suspect that they may be experiencing any such condition, they shall not commence or continue with any Deliverable except with the express knowledge, approval, and continuing supervision of their treating mental health professional, and shall disclose such condition candidly at the time of intake;

and the Client further agrees that should they at any time experience compulsive, obsessive, guilt-driven, punitive, or distressing thoughts or behaviours in relation to food, eating, exercise, weight, or appearance, or any deterioration in mood, sleep, or psychological wellbeing, they shall immediately discontinue the programme and seek qualified professional assistance. The Client accepts that CD Fitness disclaims and excludes all liability in respect of any psychological, emotional, or behavioural consequence, however arising, and that no claim in respect of mental distress, emotional harm, or psychological injury shall lie against CD Fitness.

VOLUNTARY PARTICIPATION AND ASSUMPTION OF INHERENT RISK

The Client expressly confirms, declares, and agrees that their engagement with any programme, plan, routine, protocol, or consultation furnished by CD Fitness is entirely voluntary, is undertaken at their own sole discretion, election, and initiative, and is neither solicited under compulsion nor induced by any representation beyond those expressly contained in this Agreement, and that the Client has been sufficiently informed of and has independently satisfied themselves as to the nature of the activities involved and the potential risks attendant thereupon, and does hereby furnish informed consent to participate with full and complete awareness that CD Fitness exercises no control whatsoever over the Client's physical environment, equipment, technique, exertion level, recovery, nutrition intake, or physical condition; and the Client further expressly understands, acknowledges, and accepts that engagement in physical exercise, resistance and weight training, bodyweight and gymnastic movement, cardiovascular conditioning, stretching, and dietary modification carries inherent, significant, and irreducible risks, including without limitation muscle strain, tear, cramp, and delayed-onset soreness; ligament sprain, rupture, and joint dislocation; tendinitis and repetitive stress injury; fractures, contusions, lacerations, and abrasions; spinal, disc, and nerve injury; hernia; cardiovascular and cardiorespiratory complications including arrhythmia, myocardial infarction, and stroke; syncope, dizziness, nausea, heat exhaustion, heat stroke, hypothermia, dehydration, and electrolyte imbalance; rhabdomyolysis; hypoglycaemia and hyperglycaemia; nutritional deficiency, gastrointestinal disturbance, hormonal disruption, menstrual irregularity, and metabolic adaptation; overtraining, chronic fatigue, and burnout; aggravation of any pre-existing or latent condition; permanent disability; and, in the gravest circumstances, loss of life. The Client acknowledges that improper execution, inadequate warm-up, excessive load or volume, insufficient rest, unsafe surroundings, or failure to follow instructions materially increases such risks, and the Client voluntarily, knowingly, and expressly assumes each and all of such risks, whether known or unknown, foreseen or unforeseen, and agrees to bear complete and exclusive responsibility for every consequence arising therefrom.

REMOTE AND UNSUPERVISED DELIVERY AND THE CLIENT'S SOLE RESPONSIBILITY FOR SAFETY

The Client expressly acknowledges and agrees that all Services are rendered remotely, digitally, and asynchronously, that CD Fitness has no physical presence, observational capability, or supervisory control at the location where the Client performs any activity, that

no representative of CD Fitness is present to assess the Client's surroundings, inspect the Client's equipment, observe the Client's form, spot or assist the Client, moderate the Client's intensity, intervene in the event of difficulty, or render any assistance whatsoever, and that the Client accordingly assumes complete, sole, and absolute responsibility for their own safety and for the safety of all persons and property in their vicinity; and without limiting the generality of the foregoing the Client specifically undertakes and covenants that they shall ensure that the space in which any activity is performed is adequately dimensioned, level, dry, non-slippery, well-lit, adequately ventilated, free of obstructions, hazards, sharp edges, and unstable objects, and otherwise fit and safe for the activity concerned; that all equipment, apparatus, weights, machines, bars, collars, benches, racks, mats, bands, ropes, rings, bars, footwear, and apparel employed by the Client are appropriate, of sound quality, correctly assembled, properly maintained, adequately rated for the loads applied, and inspected before each use; that the Client shall warm up and cool down adequately, shall progress load and volume conservatively, shall not attempt any movement beyond their demonstrated competence, shall not train alone where the movement warrants a spotter, and shall not train while impaired, unwell, sleep-deprived, intoxicated, or under the influence of any substance affecting judgement or coordination; and that the Client shall ensure the safety of children, pets, and bystanders. The Client agrees that CD Fitness shall bear no liability whatsoever for any accident, injury, death, or damage to person or property occasioned by unsafe surroundings, defective, unsuitable, or improperly used equipment, incorrect technique, overexertion, or any act or omission of the Client or of any third party.

ADVERSE SYMPTOMS, MANDATORY DISCONTINUATION AND MEDICAL EMERGENCIES

The Client expressly undertakes and covenants that if at any time during or following the performance of any exercise, the observance of any diet plan, or the implementation of any recommendation contained in any Deliverable the Client experiences any pain, discomfort, tightness, or pressure in the chest, jaw, neck, arm, or back; breathlessness disproportionate to the exertion; palpitations or irregular heartbeat; dizziness, light-headedness, faintness, or loss of consciousness; blurred vision, ringing in the ears, or confusion; sudden or severe headache; nausea, vomiting, or persistent gastrointestinal disturbance; joint, tendon, ligament, muscular, or spinal pain, swelling, clicking, locking, giving way, numbness, tingling, or weakness; abnormal sweating, pallor, flushing, or temperature dysregulation; dark or reduced urination; skin rash, hives, itching, swelling of the lips, tongue, or throat, or any other sign of allergic or anaphylactic reaction; abnormal fatigue, insomnia, or mood disturbance; menstrual irregularity or cessation; or any other unusual, unexpected, or adverse symptom or sign whatsoever, the Client shall immediately and without delay cease the activity or dietary protocol concerned, shall not attempt to persist, push through, or self-manage the symptom, and shall promptly seek assessment and advice from a duly qualified medical practitioner or, where the symptom is or may be serious, shall immediately avail of emergency medical services; and the Client expressly acknowledges and agrees that CD Fitness is not, and cannot in any circumstances be, an emergency service, a first responder, a crisis line, or a source of urgent medical

assistance, that no message, electronic mail, support ticket, or communication addressed to CD Fitness is monitored on a continuous or real-time basis, and that the Client shall never rely upon any communication to CD Fitness as a substitute for contacting emergency services or a treating physician. The Client agrees that CD Fitness shall bear no liability for any consequence arising from the Client's continuation of any activity despite the onset of any symptom, or from any delay in seeking medical attention.

NO GUARANTEE OF RESULTS, OUTCOMES, TIMELINES OR TESTIMONIAL EQUIVALENCE

The Client expressly acknowledges and agrees that no guarantee, warranty, assurance, promise, representation, projection, or undertaking of any nature whatsoever has been made or is made by CD Fitness, whether orally, in writing, on the Platform, in any advertisement, or otherwise, in relation to any specific result, outcome, benefit, or improvement, including without limitation any reduction in body weight, fat mass, body fat percentage, waist circumference, or measurement; any gain in muscle mass, lean tissue, strength, power, endurance, flexibility, mobility, or athletic performance; any improvement in body composition, physique, appearance, energy level, sleep quality, digestion, mood, confidence, or general wellbeing; any change in any biochemical, haematological, hormonal, or metabolic marker; or the attainment of any outcome within any particular period, timeline, or programme duration; and the Client acknowledges that all results are inherently variable from person to person and depend overwhelmingly upon factors that lie entirely beyond the knowledge, control, or influence of CD Fitness, including the Client's genetics, age, sex, hormonal profile, medical conditions and medications, baseline fitness and training history, sleep quantity and quality, stress levels, occupation, recovery capacity, alcohol and tobacco use, discipline, consistency, honesty of self-reporting, and the accuracy and completeness of adherence to the plan. The Client further acknowledges and agrees that any testimonial, review, transformation account, before-and-after imagery, case study, statistic, or success story appearing on the Platform or in any promotional material represents the individual and exceptional experience of the particular person concerned, is not a guarantee, prediction, average, or typical result, and shall not be relied upon as an indication of the results the Client may achieve; and the Client accordingly agrees that no claim for refund, compensation, damages, or deficiency in service shall lie against CD Fitness on the ground of absence of results, insufficiency of results, slowness of progress, or divergence of the Client's outcome from that of any other person

PRIVACY POLICY: CATEGORIES OF PERSONAL INFORMATION COLLECTED

CD Fitness respects the privacy of every Client and is committed to handling personal information in a lawful, fair, transparent, and reasonably secure manner, and the Client acknowledges and consents to the collection, receipt, storage, use, processing, and disclosure by CD Fitness of the following categories of information, namely: identity and contact particulars including name, electronic mail address, telephone or mobile number, country or region of residence, and account username; demographic and anthropometric particulars including age or date of birth, gender, height, weight, body measurements, and body

composition estimates; health and fitness particulars including activity level, occupation type, training experience, fitness goals, target weight, dietary preference and pattern, food allergies, intolerances and restrictions, and such medical history, existing conditions, injuries, surgeries, medications, supplements, and pregnancy or lactation status as the Client elects to disclose; transactional particulars including order history, purchase dates, amounts, invoices, plan or subscription details, refund and dispute records, and payment references and confirmations received from payment processors, it being expressly clarified that CD Fitness does not itself store complete payment card numbers, card verification values, personal identification numbers, or full banking credentials, all of which are captured, tokenised, and retained directly by the third-party payment provider under its own security architecture; technical and usage particulars including internet protocol address, approximate location derived therefrom, device and hardware identifiers, browser and operating system type and version, language and time-zone settings, referring and exit pages, pages and features accessed, session duration, clickstream and interaction data, download records, and cookie and similar identifiers; communication particulars including support tickets, correspondence, feedback, reviews, survey responses, and records of consent and acceptance; and any progress data, logs, photographs, or measurements that the Client voluntarily uploads or submits. The Client acknowledges that the Client may decline to furnish any particular item of information, but that certain Services or Deliverables may thereby become impossible to provide.

PURPOSES, LAWFUL BASIS AND MANNER OF PROCESSING PERSONAL INFORMATION

The Client acknowledges and expressly consents to the processing of their personal information by CD Fitness for the following purposes, each of which the Client agrees is lawful, legitimate, necessary, and proportionate, namely: to create, authenticate, administer, and secure the Client's account and to verify the Client's identity and eligibility; to generate, individualise, compute, assemble, deliver, and where necessary regenerate or correct personalised diet plans, workout programmes, nutrition guides, and other Digital Services; to process, verify, reconcile, invoice, and account for payments, refunds, chargebacks, taxes, and financial records, and to detect, investigate, and prevent fraud, abuse, and unauthorised transactions; to provide, manage, and record customer support, to respond to queries, complaints, and grievances, and to maintain an audit trail of such interactions; to transmit transactional, administrative, and service-related communications including order confirmations, delivery notifications, plan updates, security alerts, policy revisions, and expiry or renewal notices, which communications the Client acknowledges are integral to the Service and cannot be opted out of while an account subsists; to operate, maintain, troubleshoot, secure, and improve the Platform and to monitor and analyse traffic, performance, feature utilisation, and error and crash reports; to conduct internal research, statistical analysis, quality assurance, and services development, including by reference to aggregated, de-identified, or anonymised data sets from which the Client is not reasonably identifiable and which CD Fitness may retain and use indefinitely for any lawful purpose; to send promotional, marketing, offer, and newsletter communications where the Client has consented or where otherwise permitted by

Applicable Law, subject always to the Client's right to withdraw such consent; to enforce this Agreement, protect the rights, property, safety, and lawful interests of CD Fitness, its personnel, and its users, establish or defend legal claims, and comply with any statutory, regulatory, tax, accounting, or judicial obligation or lawful direction of any competent authority.

CONSENT, WITHDRAWAL OF CONSENT AND CONSEQUENCES OF WITHDRAWAL

The Client expressly acknowledges and agrees that by furnishing any personal information to CD Fitness and by accepting this Agreement, the Client grants free, specific, informed, unconditional, and unambiguous consent to the collection, receipt, storage, use, processing, retention, transfer, and disclosure of such information for the purposes enumerated in this Agreement, and further acknowledges that where the Client voluntarily discloses information concerning their medical conditions, injuries, medications, pregnancy, allergies, or physical or mental health, the Client does so knowingly and with the express intention that CD Fitness shall process such information for the purpose of generating and individualising the Deliverables, and consents specifically to the processing of such information for that purpose notwithstanding its sensitive character; and the Client additionally acknowledges that where the Client furnishes the personal information of any third person, the Client warrants that they have obtained all requisite consents and authority from such person to do so and shall indemnify CD Fitness against any claim arising from the absence thereof. The Client may at any time withdraw any consent so granted, in whole or in part, by written communication addressed to CD Fitness through the contact particulars published on the Platform, and CD Fitness shall give effect to such withdrawal within a reasonable period; provided however that the Client expressly acknowledges and accepts that any such withdrawal shall operate prospectively only, shall not affect the lawfulness of any processing already carried out on the strength of the consent prior to its withdrawal, shall not require CD Fitness to delete or reverse any record that it is obliged or entitled to retain under Applicable Law or for the establishment or defence of legal claims, and may render it wholly impossible for CD Fitness to continue providing the Services, in which event CD Fitness shall be entitled to suspend, restrict, or terminate the Client's account and access without any refund, compensation, or liability of any nature whatsoever, and the Client agrees to bear all consequences of such withdrawal.

DATA SECURITY MEASURES AND THE LIMITATIONS THEREOF

CD Fitness implements and maintains reasonable technical, organisational, administrative, and physical security safeguards designed to protect the personal information in its custody against unauthorised access, acquisition, use, alteration, disclosure, loss, destruction, or misuse, which safeguards may include encryption of data in transit, controlled and role-based access to systems and databases on a need-to-know basis, authentication controls, firewalling and network protection, logging and monitoring, periodic review of access privileges, confidentiality obligations imposed upon personnel and contractors, use of reputable third-party infrastructure and payment providers that maintain their own recognised security

standards, and periodic reassessment of its practices; however the Client expressly acknowledges, understands, and accepts that no method of electronic transmission, internet communication, cloud storage, or digital safekeeping is or can ever be rendered absolutely secure or impenetrable, that the security of information is dependent in material part upon systems, networks, devices, intermediaries, and third parties over which CD Fitness exercises no control, and that CD Fitness accordingly does not and cannot warrant, guarantee, or represent that the personal information of the Client shall at all times remain immune from interception, compromise, breach, or unauthorised access. The Client further acknowledges and agrees that a substantial part of the responsibility for data security rests with the Client, who shall accordingly maintain the confidentiality of their credentials, employ a strong and unique password, refrain from accessing the Platform over untrusted or public networks or shared or compromised devices, maintain current anti-malware protection and operating system updates, log out after each session, and refrain from transmitting sensitive information through insecure channels; and the Client expressly agrees that CD Fitness shall not be liable, to the fullest extent permitted by Applicable Law, for any unauthorised access to or disclosure, loss, corruption, or misuse of information occurring notwithstanding the implementation of reasonable safeguards, or arising from any act, omission, negligence, or security lapse of the Client or of any third party.

DATA RETENTION, ARCHIVAL AND DELETION

The Client acknowledges and agrees that CD Fitness shall retain the personal information of the Client for such period as is reasonably necessary to fulfil the purposes for which it was collected, to continue providing the Services and access to previously generated Deliverables, to maintain continuity and comparability of the Client's fitness records and progress history, to service any subsequent regeneration, correction, or support request, and thereafter for such further period as may be required or permitted for the discharge of statutory, regulatory, taxation, accounting, audit, and record-keeping obligations, for the detection and prevention of fraud and abuse, for the enforcement of this Agreement, and for the establishment, exercise, or defence of any actual or apprehended legal claim, and the Client acknowledges that such further period may extend for several years beyond the closure of the Client's account and may be determined by reference to applicable limitation periods; and the Client further acknowledges that transactional, invoicing, tax, consent, and acceptance records shall in all events be retained for the full statutory period prescribed therefor irrespective of any deletion request. Upon a valid written request from the Client for erasure of their personal information, or upon expiry of the applicable retention period, CD Fitness shall delete, destroy, or irreversibly anonymise the information concerned within a reasonable period, save to the extent that retention is required or permitted as aforesaid; and the Client expressly acknowledges and accepts that deletion may be effected in stages and may not extend to encrypted or sequential backup media, disaster recovery snapshots, or archival systems until such media are overwritten or expire in the ordinary course; that de-identified, aggregated, and anonymised data derived from the Client's information, from which the Client is not reasonably identifiable, falls outside the scope of any deletion right and may be retained and used

indefinitely; and that deletion of the Client's account will result in the irreversible loss of access to all Deliverables, plans, history, and records, for which loss CD Fitness shall bear no liability whatsoever.

THIRD-PARTY SERVICE PROVIDERS, PROCESSORS AND CROSS-BORDER TRANSFERS

The Client acknowledges and expressly consents to the engagement by CD Fitness of trusted third-party service providers, vendors, processors, and sub-processors for the purpose of operating, delivering, securing, and improving the Services, including without limitation providers of payment processing and gateway services, banking and settlement services, website and application hosting, cloud storage and content delivery, database and infrastructure services, electronic mail transmission and marketing automation, messaging and notification services, customer support and ticketing platforms, analytics, attribution, and performance measurement services, artificial intelligence and automated content generation services, accounting, invoicing, and taxation services, security, fraud prevention, and audit services, and professional and legal advisers, and to the disclosure to and processing by such providers of such personal information as is reasonably necessary for the performance of their respective functions; and the Client acknowledges that each such provider processes information under its own terms of service and privacy policy, that CD Fitness endeavours to engage providers that maintain reasonable security and confidentiality standards but does not and cannot control, supervise, audit, or guarantee the internal practices of any such provider, and that CD Fitness shall not be liable for any act, omission, breach, failure, or misuse on the part of any such third party. The Client further expressly acknowledges and consents that such providers, and the servers, data centres, and infrastructure operated by them or by CD Fitness, may be situated in, and that the Client's personal information may accordingly be transferred to, stored in, accessed from, and processed in jurisdictions outside the Client's own country of residence, including jurisdictions whose data protection laws may differ from or afford a lesser degree of protection than those of the Client's jurisdiction, and the Client grants unconditional and irrevocable consent to every such cross-border transfer and processing; and the Client additionally acknowledges that CD Fitness may disclose personal information to any acquirer, successor, or transferee in connection with any merger, amalgamation, restructuring, sale of business or assets, or insolvency proceeding, and to any court, regulator, or law enforcement authority pursuant to any lawful requirement

COOKIE POLICY: COOKIES, PIXELS, ANALYTICS AND SIMILAR TECHNOLOGIES

The Client acknowledges that CD Fitness employs cookies and similar technologies on the Platform, a cookie being a small text file placed upon the Client's device by a website in order to store information and to enable the website to recognise the device and remember preferences across pages and sessions, and that similar technologies employed may include local and session storage, software development kits, web beacons, clear graphics interchange format files, tracking pixels, tags, scripts, device fingerprinting techniques, and unique

identifiers; and the Client acknowledges that such technologies are deployed for purposes including maintaining the essential functioning, integrity, and navigability of the Platform, preserving login sessions and authentication states, retaining cart, order, and checkout information, remembering language, unit, display, and consent preferences, enabling core features and preventing repeated re-entry of information, safeguarding security and detecting fraudulent, automated, or abusive activity, load balancing and performance optimisation, measuring and analysing traffic volumes, sources, referral paths, page and feature usage, session duration, conversion and drop-off, diagnosing errors and crashes, and where consented, delivering, limiting the frequency of, and measuring the effectiveness of marketing and remarketing communications. The Client further acknowledges that certain third-party services integrated into the Platform, including analytics providers, payment gateways, hosting and content delivery networks, video and media players, embedded social media features, and advertising or attribution partners, may themselves set and read cookies and identifiers upon the Client's device and may thereby collect information concerning the Client's activity, over which collection CD Fitness exercises no control and for which it accepts no responsibility. The Client may accept, restrict, block, or delete cookies through the settings of their browser or device or through any consent mechanism made available on the Platform, and the Client acknowledges that the restriction or disabling of cookies may impair, degrade, or render inoperative certain features of the Platform, and that continued use of the Platform without such restriction constitutes consent to the use of cookies as described herein.

RIGHTS OF THE CLIENT IN RESPECT OF PERSONAL DATA AND THE MODE OF THEIR EXERCISE

Subject to and in accordance with Applicable Law, the Client may exercise the following rights in respect of their personal information, namely the right to seek confirmation as to whether CD Fitness is processing their personal information and to obtain access to a summary of such information and of the processing activities undertaken; the right to seek correction, completion, updation, or amendment of any personal information that is inaccurate, misleading, incomplete, or out of date; the right to seek erasure of personal information that is no longer necessary for the purpose for which it was collected, subject always to the retention entitlements and obligations set out in this Agreement; the right to withdraw any consent previously granted, prospectively and subject to the consequences stipulated herein; the right to object to or opt out of the receipt of promotional and marketing communications; the right to seek information concerning the identities or categories of third parties with whom personal information has been shared; and the right to nominate another individual to exercise such rights in the event of the Client's death or incapacity, where Applicable Law so provides. The Client acknowledges and agrees that every such request shall be made in writing to CD Fitness through the contact particulars or grievance channel published on the Platform, shall originate from the electronic mail address registered with the account, shall clearly specify the right invoked and the information concerned, and shall be accompanied by such particulars as CD Fitness may reasonably require in order to verify the identity and authority of the requester, it being expressly agreed that CD Fitness may decline to act upon any request that it is unable to

authenticate, that is manifestly unfounded, frivolous, vexatious, repetitive, or abusive, that would compromise the privacy, rights, or safety of any other person, that would breach any legal or professional privilege, or that would contravene any obligation binding upon CD Fitness; and the Client agrees to allow CD Fitness a reasonable period to respond and to extend all necessary cooperation.

DATA BREACH NOTIFICATION AND INCIDENT RESPONSE

The Client acknowledges and agrees that in the event CD Fitness becomes aware of any personal data breach, security incident, unauthorised access, accidental or unlawful disclosure, alteration, loss, or destruction of personal information in its custody that is reasonably likely to result in harm or prejudice to the Client, CD Fitness shall take such steps as it considers reasonable and appropriate in the circumstances, which may include containing and mitigating the incident, investigating its cause, nature, extent, and impact, engaging technical, forensic, or legal assistance, restoring affected systems and data from backup, resetting credentials or invalidating sessions, strengthening affected controls, notifying the affected Client and any competent supervisory or regulatory authority where and to the extent required by Applicable Law and within the period prescribed thereunder, and preserving records of the incident and of the response undertaken; and the Client acknowledges that any such notification shall be made through the electronic mail address registered with the account or by a notice published upon the Platform, that the Client shall be responsible for maintaining a current and functional registered electronic mail address for such purpose, and that notification shall be deemed effectively made upon transmission or publication irrespective of actual receipt or reading by the Client. The Client further acknowledges and expressly agrees that the making of any such notification, the undertaking of any investigation, the implementation of any remedial measure, or any communication with any authority shall not constitute, and shall not be construed, pleaded, or relied upon as, any admission of fault, negligence, deficiency in service, breach of duty, or liability on the part of CD Fitness; that the Client shall extend full cooperation to any investigation and shall promptly furnish such information as may reasonably be sought; that the Client shall not make any public statement, disclosure, or representation concerning any incident that is inaccurate, misleading, or disparaging; and that CD Fitness liability in respect of any such incident shall in all events be governed and limited by the limitation of liability provisions contained in this Agreement.

PROGRESS DATA, BODY MEASUREMENTS, PHOTOGRAPHS AND SENSITIVE IMAGERY

Where the Client elects, whether at the invitation of CD Fitness or on their own initiative, to submit, upload, or transmit any progress data, weight or measurement logs, food or training diaries, wearable or fitness tracker exports, laboratory or diagnostic reports, body composition analyses, or any photograph, video, or image of themselves or of any part of their body, the Client expressly acknowledges and agrees that such submission is entirely voluntary and is undertaken at the Client's own election and risk, that CD Fitness has neither solicited nor required the submission of any image or clinical document as a condition of the Services save

where expressly stated, and that the Client shall exercise their own judgement as to the nature, extent, and sensitivity of what they choose to submit; and the Client warrants that any image or material so submitted depicts only the Client themselves, that it does not depict any other identifiable person without that person's consent, that it does not depict any minor, and that it is not obscene, indecent, sexually explicit, or otherwise unlawful, and the Client agrees that CD Fitness may refuse, decline to view, or delete any submission at its discretion without assigning reason. The Client acknowledges that such material shall be processed solely for the purpose of assessing progress, individualising or adjusting the Deliverable, and providing support, that it shall be handled with the same reasonable safeguards as other personal information but that the limitations upon data security set out in this Agreement apply equally thereto, and that the Client transmits such material over the internet at their own risk. The Client further expressly agrees that CD Fitness shall not publish, display, reproduce, or use any such photograph, image, measurement, or transformation account for any promotional, marketing, testimonial, advertising, or public purpose whatsoever unless the Client has furnished separate, specific, express, and revocable written consent for that purpose, and that CD Fitness shall bear no liability in respect of any material that the Client themselves publishes or shares.

COMMUNICATIONS, NOTICES, MARKETING CONSENT AND OPT-OUT

The Client expressly consents to receive communications from CD Fitness by electronic mail, in-application notification, short messaging service, instant messaging platform, telephone call, or such other electronic means as the Client has furnished particulars for, and acknowledges and agrees that such communications shall comprise, firstly, transactional and service-related communications including order and payment confirmations, invoices, delivery notifications, download links, plan updates and regenerations, credential and security alerts, support responses, renewal, expiry, and cancellation notices, and notices of revision to this Agreement, all of which are integral and indispensable to the performance of the contract and in respect of which the Client acknowledges that no right of opt-out subsists for so long as the Client maintains an account or an active Order; and secondly, promotional and marketing communications including newsletters, offers, discounts, new services announcements, fitness content, and re-engagement messages, in respect of which the Client may at any time withdraw consent by using the unsubscribe facility contained in such communication or by written request to CD Fitness, whereupon CD Fitness shall cease such communications within a reasonable period without thereby affecting transactional communications. The Client further acknowledges and agrees that all notices, intimations, and communications issued by CD Fitness to the electronic mail address or telephone number last furnished by the Client, or published upon the Platform, shall be deemed to have been validly, effectually, and sufficiently served upon and received by the Client upon transmission or publication as the case may be, irrespective of whether the Client has in fact opened, read, received, or become aware of the same, and that it shall be the sole responsibility of the Client to maintain accurate and current contact particulars, to monitor the said channels regularly, and to ensure that communications from CD Fitness are not blocked, filtered, or diverted; and the Client agrees that any notice to

be issued by the Client to CD Fitness shall be in writing and addressed to the electronic mail address or grievance channel published upon the Platform, and shall be effective only upon actual receipt and acknowledgement by CD Fitness.

CONFIDENTIALITY OF CLIENT INFORMATION AND CONSULTATION CONTENT

CD Fitness undertakes to treat the health, dietary, anthropometric, and personal particulars furnished by the Client, together with the contents of any consultation, questionnaire, support correspondence, or individualised Deliverable, as confidential, and shall not disclose the same to any third party save and except to its own personnel, contractors, and service providers on a need-to-know basis for the performance of the Services, to the third-party processors described in this Agreement, where the Client has consented to such disclosure, where disclosure is necessary to establish, exercise, or defend any legal claim or to enforce this Agreement, where disclosure is required by Applicable Law or pursuant to the lawful direction, summons, order, or requisition of any court, tribunal, regulator, taxation authority, or law enforcement agency, or where in the good-faith assessment of CD Fitness disclosure is necessary to prevent or address any imminent threat to the life, health, or safety of the Client or of any other person, or to investigate any suspected fraud, abuse, or unlawful activity; and the Client acknowledges that in any of the foregoing circumstances CD Fitness may make such disclosure without prior notice to or consent from the Client and shall incur no liability by reason thereof. The Client reciprocally undertakes and covenants that the Client shall treat as strictly confidential and shall not disclose, publish, circulate, reproduce, or exploit any non-public information concerning CD Fitness that comes to the Client's knowledge, including without limitation the content, structure, methodology, formulae, templates, algorithms, pricing arrangements, discount structures, internal processes, business plans, supplier or provider identities, and unpublished materials of CD Fitness, and that the Client shall not record, transcribe, photograph, screenshot, or otherwise capture any consultation, call, or communication with any representative of CD Fitness without prior express written permission; and the Client agrees that the obligations contained in this clause shall subsist notwithstanding the termination, expiry, cancellation, or completion of the Client's engagement with CD Fitness and shall be enforceable by injunctive relief.

INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP OF ALL CONTENT

The Client expressly acknowledges and agrees that all right, title, and interest in and to the Platform and in and to every element of content, material, and work services furnished, published, or made available by CD Fitness, including without limitation all diet plans, meal charts, recipes, food databases, nutrition guides, workout programmes, training splits, exercise libraries, progression schemes, instructional and demonstration videos, images, illustrations, infographics, photographs, audio recordings, written articles, electronic books, worksheets, trackers, templates, questionnaires, and downloadable resources, together with the compilation, selection, arrangement, sequencing, structure, and presentation thereof, and further together with all software, source and object code, algorithms, models, computational

formulae, methodologies, processes, know-how, databases, user interfaces, layouts, designs, look and feel, brand name, trade name, trading style, logos, marks, devices, taglines, colour schemes, and domain names of CD Fitness, vests exclusively and absolutely in CD Fitness or in its respective licensors, and constitutes the valuable proprietary intellectual property of CD Fitness protected under the Copyright Act, 1957, the Trade Marks Act, 1999, and all other applicable intellectual property legislation and international conventions; and the Client acknowledges that nothing in this Agreement, in any purchase, or in the delivery of any Deliverable operates or shall be construed to operate as a sale, assignment, transfer, or conveyance to the Client of any right, title, interest, or ownership in any such intellectual property, whether in whole or in part, and that the Client acquires no proprietary interest whatsoever in any Deliverable but only the limited personal licence expressly granted hereunder. The Client further covenants that the Client shall not remove, obscure, alter, or tamper with any copyright notice, watermark, attribution, trade mark, digital signature, or proprietary legend affixed to any Deliverable, shall not reverse engineer, decompile, disassemble, scrape, harvest, or attempt to derive the underlying formulae, algorithms, or source code of the Platform or of any Deliverable, and shall not register, adopt, or use any mark, name, or domain confusingly similar to those of CD Fitness

ANTI-PIRACY, UNAUTHORISED DISTRIBUTION, RESALE AND ENFORCEMENT

The Client expressly acknowledges and agrees that any unauthorised copying, reservicesion, sharing, forwarding, distribution, circulation, publication, uploading, resale, commercial exploitation, or public communication of any Deliverable, content, or material of CD Fitness, or any use thereof exceeding the limited personal licence expressly granted hereunder, constitutes a material and fundamental breach of this Agreement and additionally amounts to an infringement of the copyright, trade mark, and other intellectual property rights of CD Fitness actionable in both civil and criminal proceedings, and the Client further acknowledges that such conduct causes CD Fitness loss and damage that is substantial, continuing, and inherently difficult to quantify, and that damages alone would constitute an inadequate remedy; and the Client accordingly agrees that upon any actual, threatened, or reasonably apprehended breach of the licence restrictions, CD Fitness shall be entitled, without prejudice to and in addition to every other right and remedy available to it in law, equity, or contract, and without any obligation to furnish notice or opportunity of explanation, to immediately suspend or permanently terminate the Client's account and revoke all licences, to withhold all Services and support without refund, to issue takedown notifications to any hosting provider, platform, marketplace, search engine, or intermediary, to seek and obtain interim, interlocutory, and permanent injunctive relief, orders of seizure, discovery, and preservation, and specific performance, to claim and recover all direct and consequential damages, an account of profits, statutory damages, punitive damages, and the full costs of investigation, enforcement, and legal representation, and to institute or cause to be instituted criminal complaints and proceedings under Applicable Law; and the Client further agrees that CD Fitness may embed watermarks, unique identifiers, tracking codes, or fingerprinting within any Deliverable for the purpose of

tracing the source of any unauthorised copy, that the Client consents to such embedding, and that the Client shall promptly notify CD Fitness upon becoming aware of any infringement by any person and shall extend full cooperation in any resulting enforcement action.

USER-GENERATED CONTENT, REVIEWS, TESTIMONIALS AND MEDIA RELEASE

Where the Client submits, posts, uploads, or transmits to CD Fitness or upon the Platform any review, rating, comment, testimonial, transformation account, photograph, video, question, or other material (collectively "User Content"), the Client warrants and represents that the same is original to the Client or that the Client possesses all necessary rights, licences, and consents in respect thereof, that it is truthful and not misleading, that it does not infringe the intellectual property, privacy, publicity, or other rights of any person, that it does not contain any defamatory, obscene, indecent, sexually explicit, hateful, discriminatory, threatening, harassing, deceptive, or unlawful matter, that it does not contain any medical claim, cure claim, or unverified assertion, that it does not disclose the personal information of any third person, and that it does not contain any virus, malicious code, or unsolicited commercial matter; and the Client grants to CD Fitness a worldwide, perpetual, irrevocable, royalty-free, fully paid-up, transferable, and sublicensable licence to host, store, reproduce, adapt, edit, abridge, translate, publish, display, distribute, and otherwise use such User Content, in whole or in part, in any medium and for any purpose connected with the operation, promotion, and marketing of CD Fitness, together with the right to use the Client's first name, initials, general location, and stated results in connection therewith, and the Client waives all moral rights and all claims to attribution, approval of use, compensation, or royalty in respect thereof. It is expressly clarified that notwithstanding the foregoing, no photograph, video, or image of the Client's person or body shall be published or used for any promotional purpose except pursuant to separate specific written consent as provided elsewhere in this Agreement. The Client acknowledges that CD Fitness assumes no obligation to publish, retain, monitor, or moderate any User Content, may remove, refuse, edit, or delete any User Content at its sole discretion and without notice or reason, and bears no responsibility or liability whatsoever for any User Content submitted by the Client or by any other person.

ACCEPTABLE USE AND PROHIBITED CONDUCT

The Client expressly covenants and undertakes that the Client shall use the Platform and the Services only for lawful purposes and strictly in accordance with this Agreement, and that the Client shall not, and shall not attempt to, nor permit or facilitate any other person to: access or use the Platform in violation of any Applicable Law or in furtherance of any unlawful, fraudulent, deceptive, or malicious purpose; gain or attempt to gain unauthorised access to any account, server, database, network, system, or portion of the Platform not intended for the Client's access, or circumvent, disable, or interfere with any authentication, security, access control, rate limiting, paywall, or digital rights protection measure; introduce, transmit, or deploy any virus, worm, trojan horse, ransomware, spyware, keylogger, malicious script, or other harmful code; conduct any penetration test, vulnerability scan, load test, or security probe

without prior written authorisation; employ any robot, spider, crawler, scraper, harvester, data-mining tool, automated agent, or artificial means to access, copy, index, monitor, or extract any content or data from the Platform; impose an unreasonable or disproportionately heavy load upon the infrastructure of CD Fitness or launch any denial-of-service or flooding attack; impersonate any person or entity or misrepresent any affiliation with CD Fitness; use the Platform to transmit any unsolicited commercial communication, spam, chain message, pyramid scheme, or advertisement; harvest, collect, or store the personal information of any other user; interfere with, disrupt, or manipulate the operation, integrity, or availability of the Platform or of any Service; manipulate or falsify any review, rating, referral, promotional code, or transaction record; use the Services to develop, train, benchmark, or offer any competing or substantially similar services or service; or engage in any conduct that in the reasonable assessment of CD Fitness is abusive, exploitative, or detrimental to CD Fitness, to its personnel, or to any other user. Any breach of this clause shall constitute a material breach entitling CD Fitness to immediate termination without refund and to all remedies available in law.

CONDUCT TOWARDS PERSONNEL, ANTI-HARASSMENT AND ABUSE

The Client expressly undertakes and covenants that in every interaction with CD Fitness and with its proprietors, founders, employees, trainers, coaches, consultants, contractors, support staff, and representatives, whether by electronic mail, message, telephone, video call, social media, comment, review, or any other medium, the Client shall conduct themselves with courtesy, civility, restraint, and mutual respect, and shall not engage in any conduct amounting to abuse, insult, invective, profanity, vulgarity, ridicule, intimidation, threat, coercion, extortion, blackmail, stalking, doxxing, defamation, disparagement, sexual harassment, unwelcome advance, discriminatory remark on any ground including sex, gender, sexual orientation, religion, caste, race, ethnicity, nationality, age, disability, or body type, persistent or vexatious communication, or any other behaviour that is offensive, hostile, or reasonably capable of causing distress or apprehension to the recipient; and the Client acknowledges that CD Fitness owes a duty to safeguard the dignity, wellbeing, and psychological safety of its personnel and shall not require any member of its personnel to endure any such conduct. The Client further acknowledges and agrees that any breach of this clause shall constitute a material and fundamental breach of this Agreement entitling CD Fitness, at its sole discretion and with immediate effect and without any refund, credit, compensation, or liability whatsoever, to terminate the Client's account and access, to withdraw all Services and support, to cease all communication with the Client, to restrict the Client from all future dealings with CD Fitness, to remove, moderate, or report any offending communication or publication, and to report the conduct to the appropriate platform, regulatory body, or law enforcement authority and to pursue all civil and criminal remedies available under Applicable Law, including proceedings for defamation, criminal intimidation, harassment, and offences under the Information Technology Act, 2000; and the Client agrees to indemnify CD Fitness against all costs, losses, and legal expenses arising from any such conduct.

THIRD-PARTY LINKS, PLATFORMS, DEVICES AND INTEGRATIONS

The Client acknowledges and agrees that the Platform and the Deliverables may contain hyperlinks, references, embedded content, recommendations, or integrations relating to third-party websites, applications, platforms, marketplaces, social media services, video hosting services, payment gateways, wearable devices, fitness trackers, calorie counting or macro tracking applications, food databases, supplement vendors, equipment retailers, gymnasiums, laboratories, practitioners, publishers, or advertisers, and that all such links, references, and integrations are provided purely for the convenience and information of the Client and do not constitute, and shall not be construed as, any endorsement, recommendation, verification, certification, sponsorship, warranty, or assumption of responsibility by CD Fitness in respect of the third party concerned or of its content, servicess, services, pricing, practices, accuracy, safety, legality, or reliability; and the Client acknowledges that CD Fitness neither owns, operates, controls, monitors, audits, nor has any authority over any such third party, that CD Fitness has no ability to influence the availability, content, terms, privacy practices, security posture, or conduct of any such third party, and that the Client's access to and dealings with any such third party are undertaken entirely at the Client's own election, discretion, and risk. The Client further acknowledges and agrees that any transaction, purchase, subscription, disclosure of information, or arrangement entered into by the Client with any third party is a matter exclusively between the Client and that third party, is governed solely by the terms, conditions, and privacy policy of that third party which the Client should independently read and satisfy themselves upon, and that CD Fitness shall not be a party thereto and shall bear no liability, obligation, or responsibility whatsoever in respect of any act, omission, default, delay, deficiency, misrepresentation, breach, injury, loss, or damage arising therefrom; and the Client agrees to direct any grievance concerning any third party exclusively to that third party and irrevocably waives any claim against CD Fitness in relation thereto.

PLATFORM AVAILABILITY, MAINTENANCE, ERRORS AND ACCURACY OF CONTENT

The Client acknowledges and agrees that CD Fitness does not warrant, represent, guarantee, or undertake that the Platform, the Services, or any Deliverable shall be available continuously, uninterrupted, punctually, securely, or free from error, defect, bug, interruption, delay, latency, downtime, or data loss, and that access may be suspended, restricted, degraded, or unavailable at any time and without prior notice by reason of scheduled or emergency maintenance, upgrades, migrations, patching, testing, capacity constraints, server or hardware failure, software defect, network or connectivity failure, cyber attack, third-party provider outage, domain or hosting issue, statutory or regulatory direction, or any other cause whatsoever; and the Client agrees that no such suspension, restriction, degradation, or unavailability shall constitute a breach of contract or deficiency in service, shall not entitle the Client to any refund, extension, credit, rebate, compensation, or damages, and shall not give rise to any liability upon CD Fitness of any nature. The Client further acknowledges that while CD Fitness endeavours to ensure that the content published upon the Platform and contained within the Deliverables is accurate, current, and complete, the Platform may nevertheless contain typographical mistakes, computational errors, spelling and grammatical errors,

formatting anomalies, broken links, outdated information, incorrect pricing, incorrect nutritional or caloric values, incorrect exercise descriptions, or other inadvertent inaccuracies, and that fitness and nutritional science is itself an evolving field in which prevailing views are subject to revision; and the Client accordingly agrees that CD Fitness reserves the unqualified right to correct, update, amend, or withdraw any such content or price at any time without notice, to cancel or decline any Order placed on the basis of an evident pricing or descriptive error notwithstanding prior confirmation, and to disclaim all liability in respect of any reliance placed by the Client upon any inaccurate, incomplete, or superseded content.

FORCE MAJEURE AND EVENTS BEYOND REASONABLE CONTROL

The Client expressly acknowledges and agrees that CD Fitness shall not be held liable for, and shall stand wholly excused and relieved from, any failure, delay, interruption, suspension, degradation, or non-performance in the delivery of any Service or Deliverable, or in the performance of any obligation under this Agreement, where such failure, delay, or non-performance arises directly or indirectly from any event, circumstance, or cause beyond the reasonable control of CD Fitness, including without limitation any act of God, natural calamity, earthquake, flood, cyclone, storm, lightning, fire, drought, landslide, or extreme weather event; any epidemic, pandemic, outbreak, quarantine, lockdown, curfew, containment measure, or public health emergency; any war, whether declared or undeclared, invasion, hostility, armed conflict, insurrection, rebellion, civil commotion, riot, terrorist act, sabotage, or threat thereof; any strike, lockout, labour unrest, industrial action, or shortage of manpower; any governmental, legislative, judicial, regulatory, or administrative action, order, direction, notification, sanction, restriction, embargo, ban, licensing refusal, blocking order, or change in law; any failure, outage, interruption, congestion, throttling, or degradation of electricity, telecommunications, internet, cloud infrastructure, hosting, content delivery, domain name resolution, payment gateway, banking, or electronic mail services; any cyber attack, hacking, denial-of-service attack, ransomware, data breach, malicious code, or systemic technical failure not attributable to the negligence of CD Fitness; any failure, insolvency, discontinuance, or default of any third-party vendor, processor, or provider; any death, serious illness, incapacity, hospitalisation, or bereavement affecting key personnel of CD Fitness; and any other contingency of a like nature. The Client agrees that during the subsistence of any such event the obligations of CD Fitness shall stand suspended without liability, that CD Fitness shall use reasonable endeavours to resume performance upon cessation of the event, and that where the event continues for a prolonged period CD Fitness may terminate the affected Order or Service without liability, refund, or compensation.

DISCLAIMER OF WARRANTIES

The Client expressly acknowledges and agrees that the Platform, the Services, all Deliverables, and all content, information, data, materials, plans, charts, recommendations, and outputs furnished by CD Fitness are provided on an "as is", "as available", and "with all faults" basis, without any warranty, representation, condition, assurance, or undertaking of any kind whatsoever, whether express, implied, statutory, collateral, or arising by course of dealing,

usage of trade, or otherwise; and to the fullest extent permitted by Applicable Law, CD Fitness hereby expressly excludes, disclaims, and negates all such warranties, representations, and conditions, including without limitation any implied warranty or condition of merchantability, satisfactory or acceptable quality, fitness for any particular or general purpose, suitability, safety, efficacy, healthfulness, nutritional adequacy, caloric or macronutrient accuracy, biomechanical soundness, accuracy, completeness, correctness, currency, reliability, non-infringement, quiet enjoyment, title, compatibility with any device, browser, application, or operating system, uninterrupted or error-free operation, freedom from virus or harmful component, security or confidentiality of transmission, or the achievement of any result, outcome, benefit, or improvement whatsoever. The Client further acknowledges and agrees that no advice, opinion, statement, representation, assurance, or information, whether oral or written, whether furnished by CD Fitness or by any proprietor, employee, trainer, coach, consultant, contractor, agent, or representative thereof, and whether communicated through the Platform, any advertisement, any social media channel, any consultation, or any correspondence, shall create, imply, or be construed to create any warranty, condition, or obligation not expressly set out in this Agreement, nor shall the same enlarge, extend, vary, or derogate from the scope of this clause; and the Client acknowledges that no such person is authorised to give any warranty on behalf of CD Fitness. Where any warranty is incapable of exclusion under Applicable Law, the same shall be limited to the minimum extent and shortest duration permitted thereunder, and the entire liability of CD Fitness in respect thereof shall be confined to the monetary cap stipulated in this Agreement.

LIMITATION AND EXCLUSION OF LIABILITY AND MONETARY CAP

To the fullest extent permissible under Applicable Law, the Client expressly agrees, covenants, and accepts that CD Fitness, together with its proprietors, founders, partners, directors, officers, employees, trainers, coaches, consultants, contractors, agents, affiliates, licensors, successors, and assigns, shall not be liable to the Client or to any person claiming through or under the Client for any direct, indirect, incidental, special, consequential, exemplary, punitive, aggravated, or vicarious loss or damage of any nature whatsoever, howsoever arising, whether founded in contract, tort, negligence, strict liability, breach of statutory duty, misrepresentation, restitution, or any other theory of liability, and whether or not CD Fitness was advised of or could have foreseen the possibility thereof, including without limitation any bodily injury, physical harm, muscular, skeletal, ligamentous, spinal, or joint injury, cardiovascular or cardiorespiratory event, illness, infection, allergic or anaphylactic reaction, nutritional deficiency, hormonal or metabolic disturbance, aggravation of any pre-existing condition, disability whether temporary or permanent, disfigurement, pain and suffering, mental anguish, emotional or psychological distress, loss of life or consequential loss to dependants, loss of income, earnings, profit, business, opportunity, contract, goodwill, or reputation, business or professional interruption, loss, corruption, or unauthorised disclosure of data, cost of substitute services, medical, hospitalisation, diagnostic, rehabilitative, or therapeutic expense, or any other pecuniary or non-pecuniary loss arising out of or in any manner connected with the Services, the Deliverables, the Platform, this Agreement, or the

acts or omissions of the Client in relation thereto. Without prejudice to the generality of the foregoing, and notwithstanding anything to the contrary contained anywhere in this Agreement, the Client expressly agrees that the entire aggregate and cumulative liability of CD Fitness in respect of any and all claims, howsoever many, arising out of or connected with this Agreement shall in no event exceed the total amount actually received and retained by CD Fitness from the Client in respect of the specific Order giving rise to the claim during the three months immediately preceding the event complained of, and that this cap shall apply in the aggregate and not per claim.

RELEASE, WAIVER AND DISCHARGE OF ALL PRESENT AND FUTURE CLAIMS

In consideration of being permitted to access and use the Services, the Client, on their own behalf and on behalf of their heirs, executors, administrators, legal representatives, successors, assigns, dependants, and next of kin, hereby expressly, knowingly, voluntarily, unconditionally, and irrevocably releases, waives, discharges, relinquishes, forgoes, and covenants never to institute, prosecute, maintain, support, or assist any suit, action, claim, complaint, demand, petition, arbitration, proceeding, or cause of action of any nature whatsoever, whether civil, consumer, tortious, contractual, statutory, or otherwise, against CD Fitness and its proprietors, founders, partners, directors, officers, employees, trainers, coaches, consultants, contractors, agents, affiliates, licensors, successors, and assigns, in respect of any and all liability, loss, injury, illness, disability, death, damage, expense, or claim of every kind and character, whether presently known or unknown, whether presently existing or hereafter arising, whether foreseen or unforeseen, whether patent or latent, and whether accrued, contingent, or prospective, that arises out of, results from, or is in any manner connected with the Client's access to or use of the Platform, participation in any programme, plan, routine, or protocol, reliance upon any advice, recommendation, plan, chart, or Deliverable, performance of any exercise or movement, adoption of any dietary or nutritional modification, consumption of any food, beverage, or supplement, or any other act, omission, or occurrence relating to the Services; and the Client expressly acknowledges and agrees that this release extends to and expressly encompasses claims founded upon the alleged negligence, want of care, error of judgement, omission, inadvertence, oversight, misstatement, or deficiency of CD Fitness or of any person aforesaid, including any alleged negligence in the preparation, computation, individualisation, review, or delivery of any Deliverable, and that the Client has had full and fair opportunity to read, consider, seek independent advice upon, and understand the nature and consequences of this release before granting it, and grants the same freely and with full knowledge of its legal effect.

INDEMNIFICATION

The Client hereby irrevocably and unconditionally agrees to indemnify, defend, save, and hold wholly harmless CD Fitness and its proprietors, founders, partners, directors, officers, employees, trainers, coaches, consultants, contractors, agents, affiliates, licensors, successors, and assigns, from and against any and all claims, demands, notices, actions, suits, proceedings, complaints, investigations, liabilities, obligations, losses, damages, penalties, fines, awards,

decrees, settlements, judgements, interest, costs, charges, and expenses of every description, including without limitation reasonable attorneys' and advocates' fees, court fees, arbitration costs, investigation and forensic expenses, expert fees, and administrative and settlement costs, that may be suffered, sustained, incurred, or paid by any of the aforesaid persons arising directly or indirectly out of or in connection with: the Client's access to or use or misuse of the Platform, the Services, or any Deliverable; the Client's participation in any exercise, programme, routine, or dietary protocol; any breach or alleged breach by the Client of any provision, representation, warranty, covenant, or undertaking contained in this Agreement; any furnishing by the Client of information that is false, inaccurate, incomplete, outdated, or misleading, or any concealment or non-disclosure of any material fact including any medical condition; the Client's failure to obtain medical clearance or to follow medical advice; the Client's negligence, recklessness, wilful misconduct, or unlawful act or omission; the Client's misuse, misapplication, or incorrect execution of any instruction, exercise, or recommendation; any infringement or violation by the Client of any intellectual property right, privacy right, publicity right, confidentiality obligation, or other right of CD Fitness or of any third party; any User Content or communication published or transmitted by the Client; any unauthorised sharing, distribution, resale, or exploitation of any Deliverable; any violation by the Client of any Applicable Law; and any claim brought by any third party, including any family member, dependant, training partner, bystander, employer, insurer, or heir of the Client, in respect of any of the foregoing. The Client acknowledges that CD Fitness may at its election assume the exclusive conduct and control of the defence of any such matter at the Client's cost, that the Client shall extend full cooperation, and that the Client shall not settle or compromise any such matter in a manner imposing any obligation upon CD Fitness without its prior written consent; and the Client agrees that this indemnity shall survive the termination of this Agreement.

SUSPENSION, TERMINATION AND CONSEQUENCES THEREOF

CD Fitness expressly reserves the absolute, unqualified, and unfettered right, exercisable at its sole discretion, at any time, with immediate effect, without prior notice, without assigning any reason, and without any liability whatsoever to the Client or to any third party, to suspend, restrict, limit, disable, deactivate, or permanently terminate the Client's account, credentials, access to the Platform, licences in respect of any Deliverable, and the provision of any or all Services, and to cancel, decline, or reverse any pending or completed Order, in any of the following circumstances, namely: any breach or apprehended breach by the Client of any provision of this Agreement; any furnishing of false, inaccurate, incomplete, or misleading information; any conduct that in the assessment of CD Fitness is abusive, harassing, threatening, fraudulent, unlawful, exploitative, or detrimental to the interests, reputation, personnel, or other users of CD Fitness; any unauthorised copying, sharing, distribution, resale, or exploitation of any Deliverable; any initiation of a chargeback or payment dispute; any failure, decline, reversal, or non-realisation of payment; any suspected security compromise, credential sharing, or multiple-account abuse; any direction of a court, regulator, or law enforcement authority; any discontinuance, restructuring, or cessation of the Service or of the business of CD Fitness; or any other reason that CD Fitness considers sufficient. The Client

acknowledges and agrees that upon any such suspension or termination all licences granted to the Client shall stand immediately revoked, the Client shall forthwith cease all use of and delete every copy of every Deliverable, access to all plans, history, dashboards, and stored data may be irretrievably lost, no refund, credit, rebate, pro-rata adjustment, or compensation of any nature shall be payable in respect of any unused, unexpired, or unutilised portion of any Order or subscription, and all amounts then outstanding shall become immediately due and payable; and the Client further acknowledges that the Client may close their own account at any time by written request, subject to the same consequences and without any entitlement to refund.

SURVIVAL OF OBLIGATIONS

The Client expressly acknowledges and agrees that the expiry, cancellation, completion, closure, suspension, or termination of this Agreement, of the Client's account, or of any Order, Service, or subscription, howsoever occasioned and whether at the instance of the Client or of CD Fitness, shall not affect, prejudice, discharge, or extinguish any right, obligation, covenant, waiver, release, indemnity, restriction, or liability that has accrued, arisen, or been incurred prior to such expiry or termination, nor any provision of this Agreement that by its nature, purpose, or express terms is intended to continue in force thereafter; and without limiting the generality of the foregoing the Client specifically agrees that the following provisions shall survive and remain in full force and effect notwithstanding any such expiry or termination and shall continue to bind the Client and to be enforceable by CD Fitness for so long as any claim thereunder may subsist, namely all provisions relating to the medical disclaimer and the absence of any professional or therapeutic relationship, the assumption of risk and the acknowledgement of the remote and unsupervised character of the Services, the absence of any guarantee of results, the non-refundable nature of digital servicers and all restrictions upon refund and chargeback, the intellectual property rights of CD Fitness and the revocation of all licences together with the obligation to cease use and delete all copies, the anti-piracy and enforcement provisions, the confidentiality obligations of both parties, the assignment of Feedback, the disclaimer of warranties, the limitation and exclusion of liability and the monetary cap, the release, waiver, and discharge of claims, the indemnification obligations of the Client, the provisions relating to retention of data and to records required to be preserved under Applicable Law, the provisions relating to notices and service, and the provisions relating to governing law, exclusive jurisdiction, dispute resolution, limitation of time, severability, and electronic execution; and the Client agrees that no act of termination shall be construed as a waiver of any accrued right or remedy of CD Fitness.

AMENDMENTS, REVISIONS AND CONTINUED USE AS ACCEPTANCE

CD Fitness expressly reserves the sole, absolute, and unilateral right, exercisable at any time and from time to time and at its own discretion, to amend, alter, revise, restate, supplement, add to, delete from, restructure, replace, or otherwise modify this Agreement in whole or in part, together with each and every policy, disclaimer, notice, and schedule comprised herein, including without limitation the Refund Policy, the Privacy Policy, the Medical Disclaimer, the Cookie Policy, and the Shipping and Delivery Policy, whether in order to reflect any change

in law, regulation, judicial pronouncement, or regulatory guidance, any change in the Services, features, pricing, technology, third-party providers, or business practices of CD Fitness, any change in prevailing fitness or nutritional understanding, or for any commercial, operational, legal, or administrative reason whatsoever; and the Client acknowledges and agrees that every such amendment shall be given effect by publishing the amended version upon the Platform bearing a revised "Last Updated" date, that such publication shall by itself constitute adequate, valid, and sufficient notice to the Client, that CD Fitness shall be under no obligation to furnish any individual, prior, or separate intimation of any amendment though it may at its discretion do so, and that the amended version shall take effect immediately upon publication or upon such later date as may be therein specified. The Client further expressly acknowledges and agrees that it shall be the sole and continuing responsibility of the Client to visit and review the applicable policies periodically so as to remain apprised of the prevailing terms, that the Client's continued access to or use of the Platform or the Services, placement of any further Order, tendering of any further payment, or downloading or accessing of any Deliverable subsequent to the publication of any amendment shall constitute the Client's full, informed, and unconditional acceptance of the amended Agreement in its entirety, and that if the Client does not accept any amendment the Client's sole and exclusive remedy is to discontinue all use of the Services forthwith, without any entitlement to refund or compensation.

GOVERNING LAW, EXCLUSIVE JURISDICTION AND GLOBAL APPLICATION

The Client acknowledges and agrees that this Agreement shall apply globally and universally to every Client accessing, using, or transacting upon the Platform from any country, territory, or jurisdiction whatsoever, irrespective of the Client's nationality, residence, domicile, or place of access, and that CD Fitness makes no representation or warranty that the Platform, the Services, or any Deliverable is appropriate, lawful, compliant, or available for use in any particular jurisdiction, it being the sole responsibility of the Client to satisfy themselves that their access to and use of the Services does not contravene any law, regulation, restriction, or requirement applicable to them locally and to comply with all such laws at their own cost and risk; and the Client agrees that where the Client accesses the Services from any jurisdiction in which such access or the content thereof is prohibited, restricted, or regulated, the Client does so entirely at their own volition and risk and shall indemnify CD Fitness in respect thereof. Notwithstanding the global application aforesaid, the Client expressly agrees, consents, and submits that this Agreement, and all matters arising out of, relating to, or in connection with this Agreement, the Platform, the Services, the Deliverables, or the relationship between the parties, including its formation, existence, validity, construction, interpretation, performance, breach, enforceability, termination, and any non-contractual obligation connected therewith, shall be governed by, construed, and determined exclusively in accordance with the substantive laws of the Republic of India, without regard to any conflict-of-laws principle, rule of renvoi, or provision of any international convention or uniform law that would result in the application of the law of any other jurisdiction; and the Client further expressly, irrevocably, and unconditionally agrees that the courts and tribunals at Mumbai, Maharashtra, India shall alone have exclusive jurisdiction over any and all disputes, differences, claims, or proceedings

arising out of or in connection with this Agreement, submits irrevocably to the personal jurisdiction of such courts, and waives absolutely any objection founded upon venue, forum non conveniens, inconvenience, or absence of territorial nexus.

DISPUTE RESOLUTION

The Client expressly agrees and covenants that in the event any dispute, difference, controversy, grievance, or claim arises between the Client and CD Fitness out of or in connection with this Agreement, the Services, any Deliverable, any payment, or any refund, the Client shall, as a mandatory condition precedent to the institution of any legal or arbitral proceeding of any nature, first notify CD Fitness of such dispute in writing through the grievance channel published upon the Platform, setting out in reasonable detail the nature of the grievance, the relief sought, and all supporting particulars and documentation, and shall thereafter engage with CD Fitness in good faith with a genuine and bona fide intention of amicably resolving the matter for a period of not less than thirty (30) days from the date of such notification, during which period the Client shall not institute or prosecute any proceeding, publish any disparaging statement, or approach any forum, regulator, or intermediary; and the Client acknowledges that the failure to comply with this condition precedent shall constitute a valid, complete, and substantive defence and bar to any proceeding subsequently instituted. Where such good-faith negotiation fails to achieve resolution, the parties may by mutual written agreement refer the dispute to arbitration by a sole arbitrator appointed by mutual consent in accordance with the Arbitration and Conciliation Act, 1996, with the seat and venue of arbitration at Mumbai, the language of arbitration being English, and the award of the arbitrator being final and binding upon both parties, each party bearing its own costs unless otherwise directed; and in the absence of such mutual agreement the dispute shall be adjudicated by the competent courts at Mumbai in accordance with the preceding clause. The Client further expressly agrees and accepts that any and every claim of whatsoever nature that the Client may have against CD Fitness must be notified in writing within a period of thirty (30) days from the date on which the cause of action first arose or the Client first became aware of the facts giving rise thereto, whichever is earlier, and that any claim not so notified within the said period shall stand permanently, absolutely, and irrevocably barred, waived, extinguished, and forfeited.

ELECTRONIC EXECUTION, VALIDITY AND EVIDENTIARY ADMISSIBILITY

The Client expressly acknowledges, agrees, and consents that the acceptance of this Agreement and of every policy and disclaimer comprised herein through electronic means, including by clicking, tapping, or selecting any button, checkbox, or link denoting acceptance or agreement, by completing any registration or checkout process, by transmitting any electronic mail or message signifying assent, by tendering any payment, by submitting any personal or fitness information, by downloading or accessing any Deliverable, or by continuing to use the Platform or the Services in any manner whatsoever, shall in each case constitute valid, free, informed, unequivocal, and legally binding consent to and execution of this Agreement, and shall carry the same legal force, effect, validity, and enforceability as a handwritten signature

affixed by the Client upon a physical written instrument, and the Client irrevocably waives and abandons any objection, plea, contention, or defence, whether presently available or hereafter arising, to the validity, existence, formation, sufficiency, authenticity, or enforceability of this Agreement founded upon the ground that it has been executed, concluded, or accepted electronically, or that it does not bear a physical signature, or that it was not individually negotiated, or that it is a standard-form or contract of adhesion. The Client further acknowledges and agrees that all electronic records maintained by CD Fitness in the ordinary course of business, including without limitation acceptance and consent logs, timestamps, internet protocol addresses, device and session identifiers, account and registration records, order, transaction, and payment records, plan generation and delivery logs, download and access records, electronic mail and message logs, support tickets, and system audit trails, shall constitute complete, conclusive, and sufficient evidence of the matters recorded therein, shall be admissible in evidence in any judicial, quasi-judicial, arbitral, or regulatory proceeding under the Information Technology Act, 2000 and the applicable law of evidence, and shall not be disputed, challenged, or objected to by the Client on the ground of being electronic in form, of being a copy, or of not being an original.

GRIEVANCE REDRESSAL, CONTACT PARTICULARS AND CLIENT ACKNOWLEDGEMENT

Any question, concern, query, request, complaint, or grievance of the Client concerning any Order, payment, refund, delivery, Deliverable, technical difficulty, data protection matter, exercise of any privacy right, or any provision of this Agreement may be addressed to CD Fitness through the contact particulars, support channel, or grievance officer details published upon the Platform, and the Client acknowledges that every such communication should be transmitted from the electronic mail address registered with the account and should set out the Client's name, registered contact particulars, the order or transaction reference, the date of the transaction, a clear and complete statement of the concern, the specific relief sought, and all relevant supporting material, so as to enable CD Fitness to examine and respond meaningfully; and the Client agrees to allow CD Fitness a reasonable period to investigate and revert, and to extend full and honest cooperation to any enquiry made in that behalf. The Client hereby finally and expressly declares, acknowledges, confirms, and affirms that the Client has read this entire Agreement carefully and in full, that the Client has understood each and every provision, restriction, disclaimer, waiver, release, limitation, indemnity, and consent contained herein together with the legal consequences thereof, that the Client has had a full and fair opportunity to seek independent legal and medical advice thereupon and has either done so or has knowingly and deliberately elected not to do so, that the Client is entering into this Agreement freely, voluntarily, and of their own accord without any coercion, undue influence, misrepresentation, fraud, duress, or inducement of any nature, that the Client is not relying upon any statement, assurance, or representation not expressly set out herein, that all information furnished by the Client is true, complete, and accurate, and that the Client accepts this Agreement in its entirety and agrees to be bound absolutely thereby; and the Client acknowledges that this Agreement operates for the benefit of the Client's heirs, executors,

administrators, legal representatives, successors, and assigns, all of whom shall be equally bound hereby.