

Folk Fitness Trainer terms & conditions of use

Last Updated Sep 16, 2017

PROLOGUE

These TRAINER TERMS & CONDITIONS OF USE shall constitute a legal agreement between FOLK FITNESS SERVICES PRIVATE LIMITED ['Folk Fitness'/ 'We'/ 'Our'/ 'Us'], sole owner of the domain name myfolkfitness.com and website www.myfolkfitness.com ['Website'] and You ['Trainer'/ 'You'/ 'Your'/ 'Yourself'].

Folk Fitness is engaged in providing training and services relating to fitness exercises and routines integrated with folk dance forms through its unique and copyrighted fitness exercises, choreographies, routines and programs, including but not limited through its signature Folk Fitness Training ['FFT'] Programs, being (i) Folk Fitness Yuva Training ['FFYT'] Program; (ii) Folk Fitness Nanhe Training ['FFIN'] Program and (iii) Folk Fitness Pranam Training ['FFPT'] Program [Collectively referred to as the 'Said Services'] and is the sole owner of all the images, texts, illustrations, designs, layouts, icons, photographs, programs, music/ audio files, video files/ clips, choreographies, dance routines, step sequences, step designs, step arrangements, dance compositions, presentations, manuals, guides, instructions, booklets, research & development materials and any other materials written, displayed or exhibited on this 'Website' [or] that are a part of this 'Website', including but not limited to (i) Folk Dance & Fitness Videos/ Choreographies/ Routines/ Programs/ Sessions; (ii) Folk Music & Folk Audio Files/ Clips; (iii) Tutorials/ Training Materials/ Presentations/ Manuals/ Research & Development Material, etc. ['Folk Fitness Content'] that are only available to REGISTERED/ CERTIFIED Trainers/ Instructors of various Folk Fitness Training ['FFT'] Programs, who have duly obtained a valid certification and license from Folk Fitness and have been granted access to this 'Website' for their limited license duration so as to receive and view 'Folk Fitness Content' written, uploaded, displayed and exhibited on or through this 'Website'.

Please read these 'Trainer Terms & Conditions of Use' carefully.

SCOPE OF THESE 'TRAINER TERMS & CONDITIONS OF USE'

All the 'Folk Fitness Content' and all ancillary and related information available or displayed on this 'Website' with respect to provision of the 'Said Services', constitutes an 'Invitation to Offer'. Registration/ Enrollment to a 'FFT Program' by you for availing the 'Said Services' constitutes your 'Offer' which shall be subject to these 'Trainer Terms & Conditions of Use' and such other rules, guidelines, policies, terms and conditions set forth on this 'Website'. We reserve the right to accept or reject your 'Offer'.

By clicking on the "I AGREE" button, you indicate that you agree to be personally bound by these 'Trainer Terms & Conditions of Use' and such other rules, guidelines, policies, terms and conditions set forth on this 'Website' herein to the extent that, if you have entered into a written agreement containing terms that directly conflict with any terms mentioned herein these 'Trainer Terms & Conditions of Use', then such conflicting terms set forth in the written agreement shall prevail. Upon registering/ enrolling yourself on this 'Website', we will notify you by E-mail as soon as possible to confirm receipt of your registration/ enrollment to a 'FFT Program' and you will be granted a fixed limited duration license, wherein you shall be provided with a unique User ID and Password for accessing and using this 'Website' and the 'Folk Fitness Content', through your designated account maintained on this 'Website'. Such license shall remain subsisting till the expiry of the validity period as mentioned in the License/ Certificate granted by Folk Fitness or until any approved renewals thereof granted by Folk Fitness, in its sole and absolute discretion.

These 'Trainer Terms & Conditions of Use' apply to the management of Folk Fitness database and the value added applications that access the information to provide you the 'Said Services' that you need.

The terms Folk Fitness and 'Trainer' / 'You' / 'Your' / 'Yourself' are hereinafter jointly referred to as the 'Parties' and individually referred to as a 'Party'.

'TRAINER TERMS AND CONDITIONS OF USE' / 'AGREEMENT'

1. Registration on this 'Website' and Access to 'Folk Fitness Content':

- a) In order to access certain features of this 'Website' and 'Folk Fitness Content' as well as avail the 'Said Services', you may have to register/ enroll to a 'FFT Program' and create an account on this 'Website'

wherein as a part of the 'Said Services' offered through our 'Website', we shall grant you a personal, restricted, non-transferable, non-exclusive, revocable and limited duration license to access 'Folk Fitness Content' for your own personal use and benefit i.e. you shall not be entitled to distribute, sell, transfer/ further license/ sub-license or share/ time share 'Folk Fitness Content' with any third party/ies and/or person/s [or] share/ time share your access to this 'Website' with any third party/ies and/or person/s. However, nothing contained in this Clause restricts you from making use of the 'Folk Fitness Content' in relation to augmenting, enhancing and enriching your personal training skills and employing these acquired training skills in providing fitness sessions under the brand of Folk Fitness to third party/ies and/or person/s for your personal benefit, during the limited duration of your license.

b)In addition to your name and contact information, you may be required to submit details of your Permanent Account Number [PAN], Aadhaar Card, Passport (If Available), billing address and related billing information in connection with your registration/ enrollment.

c)By registering/ enrolling in relation to a FFT Program, you represent and warrant you have the right and are authorized to provide the information you provide when you register/ enroll on this 'Website'.

d)You understand and acknowledge that:

i. We allot one unique User ID & Password per legitimate electronic mail address. We must pre-approve any exceptions, including the use of one electronic mail address by multiple users;

ii.You, as a person registering/ enrolling for a FFT Program and creating an account on this 'Website', shall keep your Unique User ID and Password safe and confidential and update your Password whenever required;

iii.You, as a person registering/ enrolling for a FFT Program and creating an account on this 'Website', will immediately notify us about any unauthorized use of your account;

iv. You have provided true, accurate, current and complete information about yourself as requested during the registration process and elsewhere on this 'Website' and you further agree to update such information if it changes.

v. We reserve the right to suspend or terminate your account and/or to block your access to our 'Website' with immediate effect, if you create more than 01 [One] Account or in the event of misrepresentation, default, misconduct or breach of any of the terms, conditions and obligations mentioned in these 'Trainer Terms & Conditions of Use' and such other rules, guidelines, policies, terms and conditions set forth on this 'Website'.

e) In case you choose to access this 'Website' and/or the 'Folk Fitness Content' from outside INDIA, you shall be responsible for compliance with local laws thereof, if and to the extent such local laws are applicable.

f) We may, in our sole and absolute discretion, permit, in writing, to authorize additional users to use and access your account ['Authorized User']. However, you shall entirely be responsible for any access to your account and use of your account by means of the password associated with your account and all activities that occur under your account or password shall be your responsibility.

g) Furthermore, you acknowledge and agree that you are only permitted to use this 'Website' and the 'Folk Fitness Content' for the restricted purpose of augmenting, enhancing and enriching your personal training skills and such license does not convey to you in any manner or form any right, title or interest of proprietary or any other nature in the 'Folk Fitness Content'.

2. Payment & Refund Policy:

a) You hereby agree to pay in advance the entire applicable fee/ charges payable in relation to registering/ enrolling for an applicable 'FFT Program' and obtaining a license for a limited duration, as may be

described on your License/ Certificate, for in-turn accessing this 'Website' and the 'Folk Fitness Content'.

b)All 'FFT Programs' and the 'Said Services' are offered solely by us and whether you have registered/ enrolled through online, offline or any other mode, we have a strict NO REFUND POLICY i.e. in an event you cancel/ withdraw your registration/ enrollment after payment of the applicable fee/ charges, you shall neither be entitled to receive a refund nor shall we be liable to refund, the applicable fee/ charges paid by you.

3.Use of Material:

a)The 'Folk Fitness Content' made available, displayed and exhibited on or through this 'Website' are owned and controlled by and are of the sole proprietorship of Folk Fitness.

b)Unless otherwise specified by us, this 'Website' and 'Folk Fitness Content' are for your personal use and benefit, thus you may not modify, copy, distribute, transmit, display, print, publish, license and/or create derivative works nor transfer or sell any information, software or the 'Folk Fitness Content' obtained from Folk Fitness herein.

4.Fraudulent Use:

Folk Fitness reserves the right to recover costs, charges, damages, penalties and attorney fee from persons using this 'Website' fraudulently. Furthermore we reserve the right to initiate legal proceedings against such persons for fraudulent use of this 'Website' and/or the 'Folk Fitness Content' and any other unlawful acts [or] acts or omissions in breach of these 'Trainer Terms & Conditions of Use'.

5.Agreed Guidelines:

a)You hereby agree not to:

i.Engage [or] involve [or] get associated [or] be a part in any manner, in piracy [Counterfeiting, Digital, Online or otherwise] of our 'Folk Fitness Content';

ii.transmit negative/ harmful messages about any person, facility or company;

iii.link to any inappropriate websites or videos;

iv.engage in copying of any music clips or video clips, which would be in violation of copyright laws;

v.take any action intended to threaten, intimidate or harass any other user of this 'Website' or which is abusive, objectionable, harmful, illegal, hateful or sexually, racially or ethnically discriminatory;

vi.further or promote any criminal activity or enterprise or provide instructional information about illegal activities;

vii.solicit passwords or personally identifying information for commercial or unlawful purposes from other users;

viii.conduct commercial activities and/or sales of any kind involving 'Folk Fitness Content' without our prior written approval;

ix.promote an illegal or unauthorized copy of 'Folk Fitness Content' or another person's copyrighted work, provide information to circumvent manufacture-installed copy-protect devices or provide pirated videos or links to pirated video files;

x.impersonate any person or entity or attempt to gain unauthorized access to the computers, software, servers or data of Folk Fitness or any of its affiliates.

b)Folk Fitness shall be entitled to remove from this 'Website' any messages Folk Fitness deems as inappropriate.

c)You hereby authorize us and our affiliates and/or our agents to cooperate with law enforcement authorities in the investigation of suspected criminal violations and system administrators at Internet Service Providers or other network or computing facilities or other third parties, in order to enforce these 'Trainer Terms & Conditions of Use'.

Such co-operation may include the disclosure of personally identifying information.

6. Intellectual Property Issues:

a) Folk Fitness expressly controls and reserves all the intellectual property rights related to this 'Website' and the 'Folk Fitness Content' and you may only use the same in accordance with these 'Trainer Terms & Conditions of Use' for the limited duration of your license.

b) We grant you a personal, restricted, non-transferable, non-exclusive, revocable and limited duration license to access, view and use this 'Website' and the 'Folk Fitness Content' hereof solely for your personal use and benefit, as provided in [Clause 1(a)] above.

c) All rights, including Trade Marks, Copyrights, Patents, Designs, etc. in this 'Website' and the 'Folk Fitness Content' are owned by us. Any use of this 'Website' or the 'Folk Fitness Content', including copying or storing it or them in whole or part, is prohibited without our prior written permission. You may not modify, distribute or re-post anything on this 'Website' for any purpose.

d) The Trade Marks, Logos, Service Marks, Pictures, Designs and Layouts displayed on this 'Website' are the sole and exclusive property of Folk Fitness and/or the respective third parties. Access to this 'Website' does not authorize you to use our name, logo or mark in any manner whatsoever, except as expressly provided by us under a valid license granted to you.

e) References on this 'Website' to any names, marks, products or services of third parties or hypertext links to third party sites or information are provided solely as a convenience to you and do not in any way constitute or imply an endorsement, sponsorship or recommendation by us of such third party and/or such third party information, product/s or service/s.

f) We are not responsible for the content of any third party sites and do not make any representations regarding the content or accuracy of

material on such sites. If you decide to link to any such third party websites, you do so entirely at your own risk.

g) All 'Folk Fitness Content' accessible by you through your designated account is intended solely for your personal use and benefit, as provided in [Clause 1(a)] above. You may download or make use of 'Folk Fitness Content' and other materials displayed on this 'Website' for your personal benefit during the limited duration of your license. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying or use. Any distribution, publishing or unauthorized exploitation of this 'Website' or 'Folk Fitness Content' is strictly prohibited unless you have received the prior written permission of Folk Fitness. You shall also not reproduce, publish, transmit, distribute, display, modify, decompile, reverse engineer, disassemble, create derivative works from, sell or participate in any sale of or exploit in any unauthorized way, in whole or in part, any of the 'Folk Fitness Contents', this 'Website' or any related software. All software used on this 'Website' is the sole and exclusive property of Folk Fitness and protected by Indian and International Intellectual Property Laws. 'Folk Fitness Content' and software on this 'Website' may be used only as a resource to augment, enhance and enrich your personal training skills and employ these acquired training skills in providing fitness sessions under the brand of Folk Fitness to third party/ies and/or person/s for your personal benefit during the limited duration of your license. Any other use, including the reproduction, modification, distribution, transmission, republication or display of 'Folk Fitness Content' is strictly prohibited. Unless otherwise noted, all 'Folk Fitness Content' are copyrights, trademarks, designs, trade dress and/or other intellectual property owned, controlled or licensed by Folk Fitness [or] any one of its affiliates [or] by third parties who have licensed or provided their materials to Folk Fitness and are protected by Indian and International Intellectual Property Laws. The compilation [meaning the collection, arrangement and assembly] of all 'Folk Fitness Content' on this 'Website' is the exclusive property of Folk Fitness and is also protected by Indian and International Intellectual Property Laws.

h)At our sole discretion, we can change, modify, add or remove portions of this 'Website' and the 'Folk Fitness Content' at any time and after we post any changes to this 'Website' and the 'Folk Fitness Content', you agree to accept those changes, whether or not you have reviewed them.

i.If you believe that your or any other person's work has been copied in any way that constitutes an intellectual property infringement, please send an E-mail to us at info@myfolkfitness.com along with the following information:

ii.An electronic or physical signature of the person authorized to act on behalf of the owner of the intellectual property;

iii.A description of the work that you claim has been infringed;

iv.A description of where, on this 'Website' is the material located, that you claim is infringing;

v.Your address, telephone number and e-mail address;

vi.A statement by you that you have good faith and belief, that the disputed use is not authorized by the owner, its agent or under the prevailing law;

vii.A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the owner or authorized to act on behalf of such owner.

7. Legal Disclaimer; No Warranties; Limitation of Liability:

a)To the fullest extent permitted by law, Folk Fitness disclaims all warranties, express or implied, including without limitation for non-infringement, merchantability, satisfactory quality, title and fitness for a particular purpose.

b)To the fullest extent permitted by law, we disclaim guarantees regarding accurate listing of information pertaining to the 'Said Service/s' and/or the 'FFT Programs' offered by us. You understand that there may be errors in the information pertaining to the 'Said Service/s'

and/or the 'FFT Programs'. Under no circumstances shall Folk Fitness be liable for any consequential, special, indirect, exemplary or punitive damages [including without limitation loss of profits, revenue, interest, goodwill, etc.] whether in contract, tort [including negligence] or any other legal theory, even if advised of the possibility of such damages.

c)This 'Website' and all 'Folk Fitness Content' hereof are provided on an 'as is' basis. Folk Fitness and its affiliates do not make any express or implied warranties, representations or endorsements whatsoever with respect to the accuracy, completeness, correctness, timeliness or usefulness of the 'Said Service/s' and/or the 'FFT Programs' and/or third party products and/or services and/or any other information provided through this 'Website' generally.

d)Folk Fitness does not make any representations or warranties that:

i.this 'Website' in general or access to 'Folk Fitness Content' will be uninterrupted, timely, secure, accurate or error free or that any errors will be corrected;

ii.any particular results will be obtained or any business/ sales will be generated from this 'Website' or 'Folk Fitness Content';

iii.this 'Website' or its server/s are free of computer viruses, other harmful items, infection, worms, trojan horses or other code/s that manifest contaminating or destructive properties or that it will be available to you at any time. If your use of this 'Website' and/or 'Folk Fitness Content' hereof result in the need for servicing or replacing your data/ hardware/ devices, we are not responsible for any such costs, incurred by you;

iv.this 'Website' and/or 'Folk Fitness Content' will meet your requirements or expectations.

e)In no event we or our affiliates or any person or entity involved in creating, producing, directing or distributing 'Folk Fitness Content' shall be liable for any direct, indirect, incidental, special or consequential

damages arising out of your use or inability to use this 'Website' and 'Folk Fitness Content'.

f) You agree and acknowledge that we shall not be liable for any claim, loss or damages arising from your use or any action taken/ reliance by you on any information or material or 'Folk Fitness Content' made available, displayed and exhibited on this 'Website'.

g) Neither Folk Fitness nor this 'Website' provides any medical or fitness or health related advice or opinion. This 'Website' and the 'Folk Fitness Content' hereof is for providing general information and for personal use and benefit only. Nothing contained in this 'Website' and 'Folk Fitness Content' is or should be considered or used as a substitute for fitness or medical or health related advice, opinion, diagnosis or treatment. This 'Website' and the 'Folk Fitness Content', including the material and any related services or information, does not constitute the practice of any fitness, medical, nursing or other professional health care advice, opinion, diagnosis or treatment. Always seek the advice of a physician or other qualified health care provider with any questions regarding personal health or medical conditions. If you have or suspect that you have a medical or health problem or condition, please contact a qualified health care professional immediately. Folk Fitness does not recommend or endorse any specific physicians, products, procedures, opinions or other information that may be mentioned on this 'Website' or in the 'Folk Fitness Content'. Reliance on any information provided by this 'Website' and/or the 'Folk Fitness Content' is solely at your own risk, cost and consequence.

h) You, expressly, assume the inherent risks in registering / enrolling / participating in the 'FFT Programs' and training sessions, instructions and any events, including but not limited to the risk of using our equipment and entering/ using our premises for any purpose, including sidewalks, parking lots, stairs, lobby or other general areas. You, expressly, also agree that you are voluntarily registering/ enrolling/ participating in the aforementioned activities and that, although rare, you understand that such participation may result in physical injury or even death.

i)By assuming this risk, you expressly and voluntarily assume full responsibility for any loss, property damage, illness and personal injury [including death] that you may sustain. Moreover, you completely absolve Folk Fitness, its affiliates, staff, management and all other parties, of liability for any harm, unless intentionally caused by criminal conduct.

j)You recognize that in relation to any 'FFT Program', the activities offered involve energetic physical activity. You affirm and represent that you are in good physical condition and do not suffer from any known disability or condition which would prevent or otherwise limit your full participation in the 'FFT Programs', training sessions and any related events. If you observe any adverse signs or symptoms, you shall report it to Folk Fitness immediately.

8.Non – Disclosure, Non – Compete & Non – Solicitation:

a)You acknowledge that 'Folk Fitness Content' provided to you by Folk Fitness is its Proprietary Information and that you are obligated to keep all 'Folk Fitness Content' disclosed or made available to you during the 'FFT Program' strictly confidential and such obligation shall remain effective perpetually, irrespective of the subsistence of any relationship between you and Folk Fitness.

b)You shall not at any time, directly or indirectly, furnish or divulge any of the 'Folk Fitness Content', disclosed to you or that you may become aware of, to any third party and/or person. You shall exercise reasonable care to prevent disclosure of 'Folk Fitness Content' to any third party and shall promptly inform us upon discovery of any unauthorized use or disclosure of the same.

c)In consonance to said 'Non-Disclosure' obligations, with respect to Folk Fitness and/or its affiliates and/or its clients/ customers and/or any party/ies or person/s, having a direct or indirect business relationship with us, you agree and warrant as follows:

i.You shall use your best efforts, not to disclose 'Folk Fitness Content', without our prior written permission i.e. you shall not disclose 'Folk

Fitness Content', except as may specifically be permitted to you by Folk Fitness under the terms of your valid license;

ii.You shall not disclose any of the 'Folk Fitness Content' to any third party/ies, except as may be mandatorily required under the applicable laws;

iii.You shall, either return to us [or] destroy at our sole instance, any and all 'Folk Fitness Content' together with all copies that may have been made, promptly upon a demand made by us;

iv.You shall not duplicate, decompile, reverse-engineer or perform any similar activity regarding 'Folk Fitness Content' or any of it and/or remove or otherwise alter any of the Trade Marks, Logos, Copyrights or other Proprietary Notices or Indicia, if any, fixed or attached to 'Folk Fitness Content' or any part thereof;

v.You shall make absolutely no use whatsoever of 'Folk Fitness Content' for any purpose other than for as permitted under the terms of your valid license.

d)You hereby covenant and agree that, you shall not during the duration of your valid license and for a period of 06 [Six] Months thereafter, without obtaining the prior written permission of Folk Fitness, directly or indirectly, in any manner, either individually or in collaboration or in partnership with any third party or under any other trade name:

i.Form, start or engage in, any business which may be similar to or competing with the business of Folk Fitness or deal in any manner that may go against the interest of Folk Fitness;

ii.Fund, finance or otherwise get employed with any party, person or legal entity within or outside India, which is engaged in providing similar services as that of the 'Said Services' as provided by Folk Fitness;

iii. Assist or otherwise help or offer consultancy to any party/ies or person/s carrying on any similar business as that being undertaken/ carried on by Folk Fitness, in India and/or overseas.

e) You hereby covenant and agree that, you shall not during the duration of your valid license and perpetually thereafter, without obtaining the prior written permission of Folk Fitness, directly or indirectly, in any manner, either individually or in collaboration or in partnership with any third party or under any other trade name, engage in any business or employment or in the provision of professional services, including, without limitation, any activity or services, which exploit or entail the usage of, in any manner, the 'Folk Fitness Content'. It is expressly clarified that the application of this restriction does extend to the training skills acquired by you with the help of 'Folk Fitness Content' made available to you under a valid license.

f) You further agree that, you shall not during the duration of your valid license and for a period of 02 [Two] years thereafter, directly or indirectly, without obtaining the prior written permission of Folk Fitness, induce or persuade or solicit any clients/ customers of Folk Fitness, to cease receiving the 'Said Services' from us [or] solicit or attempt to solicit any business from any of our clients/ customers [or] induce or persuade any instructors/ trainers/ employees/ personnel of Folk Fitness to leave our employment [or] refer any of our instructors/ trainers/ employees/ personnel to any other third party and/or person for employment or engagement.

g) You acknowledge and agree that, due to the unique nature of the 'Folk Fitness Content' and the 'Said Services' provided by Folk Fitness, there can be no adequate remedy at law for breach of this Clause and that such breach would cause irreparable damage to Folk Fitness, thereby Folk Fitness being entitled to immediate injunctive relief [whether temporary or permanent], the granting of which shall not be subject to or conditioned upon the posting of a bond or other security, in addition to all other rights or remedies, including the award of damages, loss of profits, mesne profits, costs, expenses, etc. available to Folk Fitness, in the event of an actual or threatened breach by you.

9.Submissions on this 'Website':

a)You acknowledge your responsibility for any information, profiles, reviews, comments, messages, text, files, images, photos, videos, music, sounds or other content or materials ['User Content'] that you submit, upload, post or otherwise provide or make available to us or our affiliates or our vendors, on or through this 'Website' or otherwise, including 'User Content' that you upload or post on third party websites, such as Instagram, Twitter, Facebook, Vine, Pinterest, Google+, etc., that are associated with hashtags related to Folk Fitness, including, for example, #folkfitness, #folkfitindia, etc. ['Submissions']. Such 'Submissions' may be used on this 'Website' and/or on other Folk Fitness marketing materials, including on this 'Website', in the 'Folk Fitness Content', emails and on social media.

b)All 'Submissions' are treated as non-confidential and non-proprietary, except as specifically set forth herein. By making any 'Submissions', you grant as well as represent and warrant that you have the right to grant, Folk Fitness and its affiliates a non-exclusive, royalty-free, worldwide, perpetual, transferable, irrevocable right and license to use, reproduce, modify, adapt, publish, sell, assign, translate, create derivative works from, distribute, perform and display any 'Submissions' as well as your name, Instagram, Twitter or Vine handle, Facebook ID, profile picture, image, likeness, comments, posts, statements or other information, in any manner and in any and all distribution channels, venues, forms, media or technology, whether now known or hereafter developed, alone or as part of other works, without further notice or any compensation to you.

c)You also acknowledge that we may use your 'Submissions' and any ideas, concepts or know how contained therein, for any purpose including, without limitation, developing, manufacturing, distributing and marketing products in relation to the 'Said Services'.

d)Subject to license granted in these 'Trainer Terms & Conditions of Use', you retain ownership of any copyrights and rights of publicity you may have in your 'Submissions'.

- e) If you make any 'Submissions', you represent and warrant that:
- i. you own or otherwise control all the rights therein and any and all elements thereof;
 - ii. you have the rights from any and all third parties appearing in such 'Submissions' to grant the license for such third parties' names, images or likeness and any other third party-owned elements as necessary in and as part of your 'Submissions';
 - iii. your 'Submissions' will not infringe or violate the rights of any third party/ies and/or person/s, including, but not limited to, copyrights, trademarks, rights of publicity/ privacy, patent, trade secret or confidentiality.
- f) You further irrevocably waive any "Moral Rights" or other rights with respect to attribution of authorship or integrity of materials regarding any 'Submissions' that you may have under any applicable law or under any legal theory.
- g) We reserve the right, in our sole discretion, to edit any 'Submissions' and to choose to include or not include such 'Submissions' on this 'Website' or otherwise use the 'Submissions'.
- h) You acknowledge and agree that we have no control over and shall have no liability for any damages resulting from, the use including, without limitation, re-publication or misuse by any third party of any 'Submissions'.
- i) Any questions, comments, suggestions, reviews, or other information about the 'Said Services' submitted to us through this 'Website' ['Feedback'] shall be deemed non-confidential and non-proprietary. We shall be free to use, reproduce, disclose and distribute such 'Feedback' in any manner without limitation. We specifically prohibit you from sending us any information that you consider to be confidential or proprietary. Please note that if you do send us any such information or material, the information will be non-confidential and non-proprietary

and we can fully exploit the information without any obligation or liabilities to you.

j) You understand that we do not control and are not responsible for 'Feedback' made available through this 'Website' and that by using this 'Website', you may be exposed to 'Feedback' that is offensive, indecent, inaccurate, misleading or otherwise objectionable. We expressly disclaim any liability for such 'Feedback'. In that regard, you agree that you must evaluate and bear all risks associated with the use of any 'Feedback', that you may not rely on the said 'Feedback' and that under no circumstances shall we be liable in any way for any 'Feedback' or for any loss or damage of any kind incurred as a result of the use of any 'Feedback' posted, emailed or otherwise made available. You acknowledge that we have the right but not the obligation in our sole discretion to refuse, delete or move any 'Feedback' for any reason.

k) Your interactions with organizations and/or individuals found on or through this 'Website' are solely between you and such organizations and/or individuals. We expressly disclaim any liability for such organizations and/or individuals.

10. Indemnification/ Release of Liability:

a) You agree to indemnify, defend and hold us, our instructors, directors, officers, employees, trainees, trainers, affiliates, sponsors and agents, harmless from and against any and all claims, actions, losses, damages, liabilities, costs and expenses, including without limitation, reasonable legal and accounting fees, whether directly or indirectly arising out of or from:

i. your use of this 'Website' and/or the 'Folk Fitness Content';

ii. any breach or alleged breach of these 'Trainer Terms & Conditions of Use' by you or of any representation or warranty made by you in these 'Trainer Terms & Conditions of Use';

iii. any 'Submissions' made by you, including, without limitation, all claims arising out of or based upon Copyright or Trade Mark

infringement, misappropriation, invasion of privacy, defamation, right of publicity and/or any blurring, alteration, editing, morphing, distortion, illusionary effect, faulty reproduction, fictionalization or use in any composite form of your or any other person's or entity's name, Instagram ID, Twitter Handle, Facebook ID, Profile Picture, Image, Likeness, Comments, Posts, Statements or other information and/or the 'Submissions'.

b)Furthermore, you agree to indemnify Folk Fitness from and against any and all claims, actions, losses, damages, liabilities, costs and expenses, including without limitation, reasonable legal and accounting fee/s, whether directly or indirectly arising out of or from any injuries which may occur as a result of:

i.your use of any exercise equipment or facilities which may malfunction or break;

ii.improper maintenance of any exercise equipment, premises or facilities;

iii.negligent instruction or supervision, including deficiency in providing personal training.

c)This release is not intended as an attempted release of claims of gross negligence or intentional acts.

d)This Clause shall survive the expiry or termination of these 'Trainer Terms & Conditions of Use'.

11.Term & Termination:

a)The license granted herein is for the limited period of validity as may be mentioned on your License/ Certificate or for the term for which you have registered/ enrolled yourself for receiving the 'Said Services' from us and you can cancel your registration/ enrollment any time, however, without being entitled to a refund of the applicable fee/ charges from Folk Fitness.

b) We reserve the right, at our sole discretion, to terminate your access to and use of this 'Website' and/or the 'Folk Fitness Content' and/or any part thereof [including your account] and revoke the License/ Certificate granted to you, for any reason whatsoever, including but not limited to:

i. Lack of interest in using this 'Website' and/or the 'Folk Fitness Content' and/or in providing the 'Said Services'; or

ii. If we believe that you have committed a breach or violated or acted inconsistently with the letter or spirit of these 'Trainer Terms & Conditions of Use' and/or the License/ Certificate granted by us; or

iii. If we believe that you have violated our rights and/or any third party's rights; or

iv. Discontinuance of operation/s of Folk Fitness or any part thereof; or

v. Any reason whatsoever, with or without notice to you and without Folk Fitness and/or any of its affiliates being liable to pay any penalty for the same;

vi. Request by law enforcement or other government agencies.

c) Upon any such termination, we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access by you to the 'Said Services' and/or this 'Website' and/or the 'Folk Fitness Content'. Further, we shall not be liable to you or any third-party for any damages or loss, such as loss of sales or profits, as a result of termination of your access to the 'Said Service/s' and/or this 'Website' and/or the 'Folk Fitness Content'.

d) All provisions of these 'Trainer Terms & Conditions of Use' which by their nature should survive termination shall survive termination, including, without limitation, Intellectual Property Issues, Legal Disclaimer; No Warranties; Limitation of Liability, Non – Disclosure, Non – Compete & Non – Solicitation, Submissions on this 'Website', Indemnification/ Release of Liability and Term & Termination.

12. Miscellaneous Terms:

a) Nothing contained herein shall be deemed or construed by the Parties nor by any third party as creating a relationship of a partnership or a joint venture or an owner and an agent, it being understood and agreed that neither any provision contained herein, nor any act of the Parties hereto, shall be deemed to create any relationship between the Parties hereto, other than as contemplated herein i.e. Folk Fitness [being the provider of the 'Said Services'] and You [being the 'Trainer' availing training under the opted 'FFT Program'].

b) You agree that you may not and will not hold yourself as a representative, agent, or employee of Folk Fitness and Folk Fitness shall not be liable for any representation, act or omission on your part.

c) The failure of Folk Fitness to enforce any right or provision of these 'Trainer Terms & Conditions of Use' will not constitute a waiver of future enforcement of that right or provision.

d) If any term or provision of these 'Trainer Terms & Conditions of Use' shall be found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or in conflict with the law, the validity or enforceability of the remainder of these 'Trainer Terms & Conditions of Use' shall not be affected thereby and these 'Trainer Terms & Conditions of Use' shall continue to be valid to the fullest extent permitted by law, construed as if it had been executed without such invalid or unenforceable terms, conditions and/or provisions.

e) Folk Fitness controls this 'Website' from its offices in the City of Pune, comprised in the State of Maharashtra, INDIA. You agree that any legal action, proceeding or other matters relating to your access to the 'Said Service/s' or use of this 'Web-Site' and/or 'Folk Fitness Content', shall be governed by INDIAN laws and you further agree to submit yourself to the sole and exclusive jurisdiction and venue of the Competent Courts in the City of Pune, comprised in the State of Maharashtra, INDIA, for all and any matters arising out of or concerning or relating to or touching these 'Trainer Terms & Conditions of Use'.

13.Modification:

Folk Fitness may at any time modify these 'Trainer Terms & Conditions of Use' and such other rules, guidelines, policies, terms and conditions as are applicable to you, without any prior notification to you. You can access the latest version of these 'Trainer Terms & Conditions of Use' and such other rules, guidelines, policies, terms and conditions as are applicable to you, at any given time on this 'Website'. You should regularly review these 'Trainer Terms & Conditions of Use' and such other rules, guidelines, policies, terms and conditions as are applicable on this 'Website'. In the event the modified 'Trainer Terms & Conditions of Use' and such other rules, guidelines, policies, terms and conditions as are applicable to you, is/are not acceptable to you, you should discontinue using this 'Website'. However, if you continue to access and use this 'Website' and/or the 'Folk Fitness Content' and/or continue to avail the 'Said Services', you shall be deemed to have agreed to accept and abide by the modified 'Trainer Terms & Conditions of Use' and such other rules, guidelines, policies, terms and conditions as are applicable.