



Zenfit Terms of Service for Coaching Partners

These Terms of Service (the "**Terms**") govern your use, as a fitness coach, gym, or other fitness or health professional ("**Partner**," "**you**," "**your**") of the Zenfit platform (the "**Platform**"), the Zenfit - for coaches app, the Zenfit website located at <https://www.zenfit.io/> and any services, including without limitation the services described in the "Services" section below (collectively, together with the Platform, the "**Services**"), offered by Zenfit to Partners. As used in these Terms, "Zenfit", "we", "us" and "our" means the applicable Zenfit Contracting Party (as defined in Section 10 below).

Zenfit provides a comprehensive digital Platform designed to support fitness and health professionals in managing and growing their coaching and wellness consulting businesses. The Platform includes tools and services such as client management features and payment processing integrations.

If you have registered to use the Services for the purpose of accessing, obtaining or otherwise acquiring 1:1 online coaching, fitness training, meal planning or other health and wellness related services from a Partner as a consumer, you are a "**User**" (or, for the purposes of these Terms, a "**Client**") and these Terms do not apply to you. The Terms of Service applicable to Users are available here:

<https://www.lenusehealth.com/legal/terms-conditions>.

1. Account Terms

1. By registering for, accessing, or using the Platform, you confirm your acceptance of these Terms, as they may be amended from time to time, and you confirm that you have read and understood the Privacy Policy available at <https://www.lenusehealth.com/legal/privacy-policy>. If you do not agree to these Terms you may not access the Platform or use the Services.
2. These Terms may be updated periodically. We will provide you with reasonable advance notice of any changes that materially affect your use of the Services by sending an email to your primary account email, providing notice through your Partner Dashboard (as defined below), or by similar means. Your continued access



to our use of the Services after such notification, if applicable, or after we post such updated Terms, will signify your acceptance of and your consent to be bound by the updated Terms. However, changes may be made that materially adversely affect your use of the Services or your rights under the Terms at any time and with immediate effect for legal, regulatory, or security reasons, or fraud and abuse prevention. Unless we indicate otherwise in our notice (if applicable), any changes to the Terms will be effective immediately upon posting of such updated terms at this location.

3. You agree not to reproduce, duplicate, copy, sell, resell or otherwise exploit any portion of the Services except as expressly permitted by these Terms, or access to the Services without the express written permission by Zenfit.
4. You agree not to work around, bypass, or circumvent any of the technical limitations of the Services, use any tool to enable features or functionalities that are otherwise disabled in the Services, decompile, disassemble, reverse engineer, or otherwise attempt to derive or gain access to the source code of the Services.
5. You agree not to access the Services or monitor any material or information from the Services using any robot, spider, scraper, or other automated means.
6. You understand that your Materials (as defined below) may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. "**Materials**" means any material uploaded to the Platform by Partner, including, without limitation, Plans (as defined below), guides, pictures, videos, audio, and other materials generated or owned by Partner without the use of the Platform.

IF YOU ARE LOCATED IN THE UNITED STATES OR CANADA, THESE TERMS CONTAIN A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER, AND A WARRANTIES DISCLAIMER. PLEASE READ THESE SECTIONS CAREFULLY AS THEY MAY REQUIRE YOU, AMONG OTHER THINGS, TO SUBMIT TO BINDING ARBITRATION AND GIVE UP YOUR RIGHT TO A JURY TRIAL.

2. Your Account

2.1 Registration and Access

To access the Platform and use the Services as a Partner, you must register for an account ("**Account**") . In addition to the Account you will enter into a Basic, Standard or Pro plan (each a "**Plan**") after your choice for additional services offered by Zenfit (together with the Terms, the "**Agreement**"). To complete your Account registration, you must:

1. Be the older of (i) 18 years old, or (ii) the age of majority in the jurisdiction where you reside.
2. Unless otherwise expressly agreed in writing by Zenfit, operate a legally registered business entity in one of the following jurisdictions: Denmark, Sweden, Norway, Finland, United Kingdom, Netherlands, Germany, Spain, Portugal, United States, or Canada.
3. Only use the Services for the purposes of carrying on a business activity and not for any personal, household or family purpose.
4. Provide Zenfit with your full legal name, business legal name, business address, business registration number, VAT number (if applicable), IBAN (if applicable), phone number, a valid email address, and any other information indicated as required, including any information required for Zenfit to validate your identity. You must ensure that all provided information is accurate, complete, and kept up to date at all times.

2.2 Account Owner

1. Subject to Section 2.2 (2) below, the person signing up for the Services will be the contracting party ("**Account Owner**") for the purposes of your Account and these Terms.
2. If you are signing up for the Services on behalf of a Partner, whether as an employee, consultant or other authorized representative, such Partner will be the Account Owner. You must use an email address associated with the Partner and



you further represent and warrant that you have the authority to bind them to our Terms.

2.3 Subscription Plans

The Services are available under different subscription plans, currently designated as Basic, Standard, and Pro. The specific features, functionalities, usage limits (such as number of active clients), and applicable fees associated with each Plan are described on the Zenfit website or within the Partner Dashboard.

By selecting a Plan, you acknowledge and agree that:

1. **Scope of Access:** Your access to certain features and tools within the Platform depends on the specific Plan you have selected.
2. **Subject to Change:** Zenfit reserves the right to modify, terminate, or replace the Plans at any time. This includes the right to add or remove features, change usage limits, or adjust the pricing tiers associated with any Plan.
3. **Updates:** We will provide reasonable notice of any material changes to your current Plan that adversely affect your use of the Services. Continued use of the Service after any such changes constitutes your consent to the changes.

3. Partner Responsibilities

3.1 Client Services

You are solely responsible for all the services and goods that you offer or provide through the Services, and for all aspects of the relationship between you and your Clients. This includes, but is not limited to, descriptions, price, fees, defects, and taxes that you calculate. While Zenfit offers a platform designed to support and enhance Client management, streamline workflows, and optimize the delivery of your services, you are solely responsible for the quality, effectiveness and outcome of your services. Without limiting the foregoing, you agree:

1. That all materials, content, advice, and information, including but not limited to Plans (as defined below), communication, training instructions, and coaching



guidance provided to Clients in connection with your services (collectively, **"Coaching Materials"**) are solely your responsibility. Zenfit does not review, endorse, or assume any liability for such Coaching Materials.

2. Not to market, direct, or provide your services to Clients under the age of 18 or the age of majority in the Client's jurisdiction;
3. Not to use illegal substances in the services you provide subject to the Agreement, including, but not limited to, providing any advice or coaching, implicit or explicit, on the consumption or use of substances and/or performance-enhancing drugs that are illegal in your jurisdiction and/or the jurisdictions where your Clients are based, unless such substances are lawfully prescribed by a licensed medical professional and used in accordance with applicable laws and regulations; and
4. Not to engage in any other practices that may adversely affect the goodwill, credibility or reputation of Zenfit, including but not limited to sending communications or using the Services in any manner, or having any content on the Platform, that (a) uses hateful speech, harmful content or includes any information that is inaccurate, false, deceiving or misleading (b) promotes socially irresponsible, harmful or objectionable activities (including, without limitation, in relation to e.g. promoting unhealthy dietary choices), or (c) violates any rights of any third party.

3.2 Contractual Relationships and Public-Facing Contact Information

You acknowledge and agree to provide public-facing contact information if required by applicable law.

YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOU ENTER INTO VALID CONTRACTUAL RELATIONSHIPS WITH YOUR CLIENTS AND THAT ANY LEGAL DOCUMENTS PUBLISHED BY YOU COMPLY WITH ALL APPLICABLE LAWS AT ALL TIMES AND TO ENSURE THAT YOUR BUSINESS AND CONTACT INFORMATION IS UPDATED AS REQUIRED.

3.3 Plans

Zenfit provides a tool that enables you to create and customize meal and training plans ("Plans", and, each individually, a "Plan") for your Clients.

1. You agree to review and validate the Plans prior to sending them to your Clients. You further agree that you are solely responsible for the content of the Plans sent to your Clients.
2. You agree not to, without the prior express written consent of Zenfit, undertake the following activities with respect to any Plan: (i) sell or in any other way distribute the Plan in any way, other than as permitted by these Terms; or (ii) use, reuse, sell, or in any other way distribute any Plan after your collaboration with Zenfit has come to an end (the "**Agreement End Date**").
3. You understand and acknowledge that the meal planning tool is not a medical device or diagnostic tool.

YOU ASSUME ALL RISKS ARISING FROM AND RELATING TO THE USE OF PLANS WHEN PROVIDING SERVICES TO YOUR CLIENTS. YOU ACKNOWLEDGE THAT LAWS VARY AND THAT IT IS YOUR RESPONSIBILITY TO UNDERSTAND AND COMPLY WITH ALL NUTRITION, DIETITIAN, HEALTH AND ANY OTHER APPLICABLE LAWS, RULES, AND REGULATIONS IN THE JURISDICTIONS WHERE YOU OPERATE OR WHERE YOUR CLIENTS ARE LOCATED.

3.5 Security Responsibilities

1. The Account is personal and you are responsible for any and all activity occurring under your Account. Accordingly, you agree not to share your login credentials with any third-parties, including but not limited to your Representatives. Any of your Representatives who need access to the Services, must be invited by you through the Platform and have their own credentials assigned.
2. You, as the Account Owner, are responsible for creating a strong password and maintaining the security of your login credentials, including the storage of your password, and all electronic devices, IDs, email addresses, passwords, hints, MFA-codes or any other codes that you use to access the Platform or the Services.
3. You shall immediately provide notice to Zenfit of any actual or suspected unauthorized access or use of your account. Zenfit will not be liable for any loss, including data loss, that you may sustain due to any compromise of your account login credentials (including passwordless credentials such as passkeys and any other means of authentication). Vice versa, your contact information must be kept



up to date in your account profile for Zenfit to be able to alert you about any suspicious activity suspected at your account, which we may identify. Zenfit is not liable for your failure to follow or act on any notices or alerts that we may send to you.

3.6 Compliance with Laws

You may not use the Services for any illegal or unauthorized purpose nor may you, in the use of the Services, violate any laws in your jurisdiction (including but not limited to copyright, consumer protection and data protection laws), or the laws applicable to you in your Clients jurisdiction. You should comply with all applicable laws, rules and regulations, codes of practice, self-regulatory requirements and required legal disclosures, including, without limitation, the ones related to:

1. doing business and existing in the jurisdictions where you choose to do business;
2. your relationship with Clients;
3. data protection and privacy in your use of client personal data;
4. the provision of exercise, nutritional, dietetic advice and/or counseling, including any licenses, degrees, authorizations or any other requirements necessary to comply with all applicable laws;
5. applicable consumer protection laws, data protection laws, and those laws, regulations and codes of practice related to marketing, email, texting, tracking, advertising, communications or other electronic marketing, including, if in the U.S., the Video Privacy Protection Act, and other laws including those related to wiretapping and unfair and deceptive practices and other similar requirements;
6. any financial circumstances, debts, or claims that arise as a result of your relationship with a Client or prospective Client; and
7. any other legal obligations that you may have to Clients in your use of the Services, providing your services, operating your business and your performance of obligations under these Terms.

YOU SHALL NOT MAKE ANY CLAIMS THAT THE PLATFORM OR SERVICES CAN DIAGNOSE, PREVENT, CURE, ALLEVIATE, TREAT, OR MANAGE ANY DISEASE OR MEDICAL CONDITION; AND YOU SHALL NOT ENGAGE IN ANY ACTIVITIES THAT MAY CONSTITUTE THE PRACTICE OF MEDICINE, HEALTHCARE, NUTRITION OR DIETETICS IN ANY JURISDICTIONS WHERE YOU ARE NOT LICENSED TO DO SO, OR PROCESS OR PROVIDE ACCESS TO ANY DATA, INCLUDING CLIENT DATA AND PERSONAL DATA WHERE YOU HAVE A LEGAL PURPOSE TO DO SO.

3.7 Data Collection and Processing Obligations

Under the EU General Data Protection Regulation ("**GDPR**"), Partner is considered the data controller, while Zenfit is considered the data processor. The instructions, which Zenfit is obligated to comply with according to the GDPR, are regulated in the Data Processing Agreement (DPA) for Zenfit.

3.8 Marketing Activities

You are responsible for any marketing or promotional activities that you perform related to your services on the Platform, including to ensure compliance with all applicable laws, rules, regulations, codes of practice and directives as outlined in these Terms. You shall bear all costs with respect to the same unless otherwise agreed to in writing by Zenfit.

You agree not to promote socially irresponsible, harmful or objectionable activities, including, without limitation, unsafe nutritional practices.

Without limiting the aforementioned, you agree not to (i) use malware, spyware or any other aggressive advertising or marketing methods in any of your dealings relating to Lenus; (ii) make any false, misleading or disparaging representations or statements with respect to Zenfit; or (iii) copy, resemble or mirror the look and feel of Zenfit's websites, Zenfit Trademarks or Services or otherwise misrepresent your affiliation with Zenfit, unless approved by Lenus in writing.

3.9 No Transfer of Clients off the Zenfit Platform

Soliciting Clients to other platforms or attempting to bypass the Zenfit payment structure is prohibited. By using the Platform, you agree not to transfer, delete, or solicit Clients to leave the Platform, or otherwise attempting to circumvent payments from Clients on the Platform. For the avoidance of doubt, transfers of Clients within the Lenus Group are permitted only in the direction of onboarding Clients from Zenfit to the Lenus Platform.

3.11 Partner's Duty to Inform

You shall promptly inform Zenfit of any information known to you that could reasonably lead to a claim, demand, or liability of or against Zenfit by any third party. You shall



promptly inform Zenfit of any Client or third party claim, complaint or objection in relation to the Agreement, the Platform, another Partner, or a Plan.

4. Zenfit Rights and Responsibilities

4.1 Right to Limit Availability of the Services

The Services have a range of features and functionalities designed to support different coaching and wellness consulting needs and business models. Availability of certain Services or features may vary depending on your Agreement with Zenfit, and Zenfit reserves the right to tailor offerings to specific jurisdictions or circumstances. Except where prohibited in these Terms or by applicable law, we reserve the right to modify the Services or any part thereof for any reason, without notice and at any time.

4.2 No Promise of Exclusivity

We reserve the right to provide our Services to potential competitors of yours and make no promise of exclusivity. You acknowledge and agree that Zenfit may develop, market, and offer products or services that are similar to or compete with those you provide, either independently or in collaboration with others. Furthermore, Zenfit employees and contractors may also be Partners and such employees and contractors may compete with you in their role as a Partner; however they may not use your Confidential Information (as defined in Section 6) in doing so.

4.3 Data Security and GDPR Compliance

Lenus is committed to safeguarding Client and Partner data through industry standard security measures, including encryption and regular data backups. For details on data processing practices, please refer to the Lenus Privacy Policy and the Data Processing Agreement (DPA).

5. Intellectual Property

5.1 Your Materials

1. We do not claim ownership of the Materials you provide to Zenfit; however, we do require a license to those Materials. You grant Zenfit a non-exclusive, transferable, sub-licensable, royalty-free, fully paid-up, worldwide right and license to host, use, distribute, expose, modify, run, copy, store, publicly perform, communicate to the public (including by telecommunication), broadcast, reproduce, make available, display, and translate, and create derivative works of any Materials provided by you in connection with the Services. We may use our rights under this license to operate, provide, and promote the Services and to perform our obligations and exercise our rights under the Terms. You represent, warrant, and agree that you have all necessary rights in the Materials to grant this license.
2. You grant Zenfit a non-exclusive, transferable, sub-licensable, royalty-free, worldwide right and license to use the names, trademarks, service marks, tradenames and logos associated with you and your brand ("**Your Trademarks**") to operate, provide, and promote the Services and to perform our obligations and exercise our rights under the Terms. This license will survive any termination of the Terms solely to the extent that Zenfit requires the license to exercise any rights or perform any obligations that arose during the Term.

5.2 Zenfit Intellectual Property

1. The Zenfit Platform, including all software, content, and branding, is the property of Zenfit. During the Agreement, Zenfit grants you a limited, non-exclusive, non-sublicensable, non-transferable and fully revocable license to use the Platform solely for your coaching services through Zenfit.
2. You agree that you may not use any trademarks, logos, or service marks of Zenfit, whether registered or unregistered, including but not limited to the word mark "ZENFIT", and the term "Zenfit" the Zenfit logo, and all related names, logos, product and service names, designs and slogans ("**Zenfit Trademarks**") unless you are authorized to do so by Zenfit in writing. You agree not to use or adopt any marks that may be considered confusing with the Zenfit Trademarks. You agree that any variations or misspellings of the Zenfit Trademarks would be considered confusing with the Zenfit Trademarks.
3. You acknowledge and agree that the Agreement does not give you any right to implement Zenfit patents.

5.3 Restrictions

You agree not to, and to not permit any other person to:

1. remove, delete, alter, or obscure any trademark or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Platform, including any copy thereof;
2. use the Platform for purposes of: (i) developing, using, or providing a competing product or service; or (ii) any other purpose that is to Zenfit's' detriment or commercial disadvantage; or
3. combine the Platform or any part thereof with, or incorporate the Platform or any part thereof, in any other programs.
4. to develop, implement, or integrate any automations, add-ons, extensions, or modifications to the Partner dashboard or Platform.

5.4 Improvements

Zenfit retains all right, title, and interest, including all intellectual property rights, in and to any modification of or improvement or enhancement to the Services, including to the Platform and any website that may have been developed in whole or in part by Zenfit in connection with the Services (collectively, "**Improvements**"), and Zenfit shall, at its sole discretion, decide which of these Improvements, if any, will be shared with Partner.

In the event that Partner is granted the right of use to any Improvements, Partner shall only have such right for the term of the Agreement under the same terms and conditions as the rights granted under this Section 5.

6. Confidentiality

6.1 Confidential Information

In connection with the Agreement, each Party (the "**Disclosing Party**") may disclose or make available Confidential Information to the other Party (the "**Receiving Party**"). Subject to Section 6.2, "**Confidential Information**" means any and all information in any form or medium (whether oral, written, electronic, or other) associated with a Party's business and not publicly known, including business information and operations,



technical processes, software, product designs, sales, costs, trade secrets, know-how, business plans, strategies, customers, and pricing, and any other information that is treated as confidential by the Disclosing Party or would reasonably be understood to be confidential, whether or not marked, designated, or otherwise identified as "confidential." Without limiting the foregoing, Confidential Information of Zenfit specifically includes: (a) the Platform and its architecture, any associated algorithms, data models, integrations, backend infrastructure and performance metrics; (b) the financial terms of the Agreement; and (c) proprietary analytics and insights generated through the Platform.

6.2 Exclusions

Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the Receiving Party in connection with the Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with the Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

6.3 Protection of Confidential Information

As a condition to being provided with any disclosure of or access to Confidential Information, during the term of the Agreement and at all times thereafter, the Receiving Party shall:

1. not access, copy or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance the Agreement;
2. except as may be permitted under the terms and conditions of Section 6.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information (or any part of it) for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with the Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 6; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 6;

3. safeguard the Confidential Information from unauthorized use, access or disclosure in accordance with applicable laws and regulations and using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;
4. promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further unauthorized use or disclosure; and
5. not refuse for any reason (including a default or material breach of the Agreement by the other party) to promptly provide the other party's Confidential Information (including copies thereof) to the other party if requested to do so.

Notwithstanding any other provisions of the Agreement, the Receiving Party's obligations under this Section 6 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party.

6.4 Return or Destruction of Confidential Information

At the Disclosing Party's request or upon expiration or termination of the Agreement, the Receiving Party shall promptly return or, if instructed in writing by the Disclosing Party, securely destroy all Confidential Information in its possession or control, including any copies. However, the Receiving Party may retain copies of Confidential Information as required by law or reasonable internal record-keeping policies, provided that such retained information remains subject to the confidentiality obligations outlined in the Agreement.

6.5 Compelled Disclosures

If the Receiving Party is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party should promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 6.3. If the Disclosing Party waives compliance or, after providing the notice and assistance (as applicable) required under this Section 6.4, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party will disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

Notwithstanding the above, if Zenfit is compelled by applicable law to disclose any Confidential Information, Partner agrees to provide reasonable assistance to Zenfit in opposing such disclosure or seeking a protective order or other limitations on disclosure.

7. Fees and Payments

7.1 Payment Processor

1. Zenfit does not process payments or settle transactions ("**Payment Processing**") on its own and is not the merchant of record for any Client transactions. Depending on your jurisdiction, the payment service provider that facilitates payments in connection with the Agreement is either Stripe Payments Europe, Ltd. or Stripe, Inc. and its respective affiliates (collectively, "**Payment Processor**"). You agree that Zenfit, through a Payment Processor, will handle the administration of all payments received from Clients. **If you are based in the United States or in Canada, you are required to set up a Stripe Connect account when registering for an Account.**
2. You acknowledge and agree that the Payment Processor's terms and agreements, including, as applicable, the [Stripe Connected Account Agreement](#) and the Stripe services agreement applicable to your jurisdiction (collectively, the "**Processor Terms**"), will govern your agreement and interactions with the Payment Processor. By accepting these Terms, you are also accepting and agreeing to be bound by all of the Processor Terms, which, in each case, is the legal agreement between you and the Payment Processor.
3. Zenfit is not a party to any of the Processor Terms and is not liable to you in respect thereof. By accepting these Terms and the Processor Terms you are agreeing to the creation of an account with the applicable Payment Processor entity (a "**Processor Account**"). In the event of any inconsistency between these Terms and any of the Processor Terms, these Terms shall prevail, except where the inconsistency concerns Payment Processing or the Processor Account, in which case the applicable Processor Terms shall prevail. Zenfit reserves the right to change the Payment Processor at any time by providing you 30 days notice.

7.2 Monthly Billing



Client payments are processed directly through the applicable payment method integrated with the platform (including card-based subscriptions and Stripe). Zenfit does not make bank transfers to you and does not otherwise handle payouts to your bank account.

You acknowledge and agree that:

- For card-based subscriptions, payments are charged from the client's selected payment method. Zenfit facilitates these payments, and applicable fees (as described in Section 7.3) are deducted before the remaining funds are settled with the Partner via the Payment Processor.
- For payments processed via Stripe, all payments are handled exclusively through your Stripe account and subject to Stripe's terms and conditions.
- You are solely responsible for ensuring that your Stripe account and any related payout or payment details are accurate and kept up to date.

7.3 Payment Fees

Any payment processing fees ("**Processing Fees**") are paid for by you. If you have a Stripe Connect Account, Processing Fees will be collected from you by the Payment Processor on our behalf in accordance with the terms of your Stripe Connected Account Agreement. Zenfit may revise the Payment Fees at any time. If Zenfit revises the Payment Fees, Zenfit will notify you at least 30 days before the revised Payment Fees apply to you.

7.4 Taxes

You acknowledge and agree that you are solely responsible for all taxes, duties and VAT imposed by all governmental entities pertaining to your duties, obligations and performance under the Agreement, including but not limited to any transfer tax, sales on use tax, stamp tax, recording tax, value added and any other similar tax or government charge applicable to client fees.

7.5 Late Payment and Non-Payment

Failure to pay applicable fees when due will result in the automatic initiation of our dunning process. You acknowledge and agree that Zenfit reserves the right to take the following actions in the event of non-payment:

1. **Automatic Retries:** We will attempt to charge the outstanding amount via your registered payment method automatically. Retries are typically scheduled for 7 days and 14 days after the initial due date.
2. **Service Suspension (Paywall):** If payment remains outstanding for 14 days after the due date, your access to the Platform and Services will be restricted ("Paywall"). You will be unable to access the Partner Dashboard or utilize the Services fully until the outstanding balance is settled.
3. **Withholding of Payouts:** If payment remains outstanding for 44 days after the due date, Zenfit reserves the right to pause or withhold any payouts destined for your bank account (including payments collected from Clients via the Payment Processor) until your account balance is compliant.
4. **Termination Warning:** If payment remains outstanding for 60 days, you will receive a final written warning notifying you that your Account is pending termination.
5. **Termination and Archival:** If payment is not received by 74 days after the initial due date, your Account will be permanently deactivated and your subscription terminated regarding Section 11. Your Clients will be informed that you are no longer active on the Platform, and your Clients and their data will be archived. Zenfit reserves the right to use available funds in your Account to refund Clients where applicable.

8. About the Services

8.1 Platform Description

The Platform is a comprehensive software system designed to support your coaching or other wellness-related business by enabling delivery of 1:1 online coaching services,



creating personalized meal and workout plans, tracking Client progress, and efficiently managing Client relationships through the dashboard available to you via the Zenfit Platform (the "**Partner Dashboard**").

Key features include, but are not limited to:

1. Client Relationship Management (CRM)

The integrated CRM system provides tools to manage leads, onboard new Clients, and monitor their progress in real time. Key tools include:

1. Embedded questionnaires to collect Client data.
2. Dashboards displaying Client status, pending actions, payment updates, and key metrics.
3. Automated workflows to streamline the transition from lead to active Client.

8.3 Zenfit App

As a Partner you will gain access to a mobile application, the Zenfit App, which serves as an extension of the Platform. The Zenfit App allows you to perform some of your services directly from your mobile device and is available for download via the Apple App Store or Google Play Store. The Zenfit App includes features such as:

1. Client progress tracking.
2. Messaging tools for seamless communication with Clients.
3. Meal and training plan updates on the go.

8.7 Service Levels and Availability

While we strive to maintain consistent service availability, we do not guarantee uninterrupted access. Service disruptions may occur due to maintenance or unforeseen circumstances. You will be notified of planned maintenance when possible.

9. Limitation of Liability and Indemnification

9.1 Limitation of Liability

EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS OR AS REQUIRED BY APPLICABLE LAWS, ZENFIT SHOULD NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE PLATFORM, THE SERVICES, OR RELATING TO THESE TERMS, PARTNER'S WEBSITE, PARTNER'S RELATIONSHIP WITH ANY CLIENT OR PROSPECTIVE CLIENT, INCLUDING ANY INJURIES (HOWEVER ARISING, INCLUDING NEGLIGENCE).

THE AGGREGATE CUMULATIVE MONETARY LIABILITY OF ZENFIT FOR ANY AND ALL DIRECT DAMAGES FOR ANY AND ALL CLAIMS, EVENTS OR OCCURRENCES ARISING UNDER OR RELATING TO THE SERVICES, THE AGREEMENT, NOTWITHSTANDING THE FORM IN WHICH ANY SUCH ACTION IS BROUGHT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNTS RECEIVED BY ZENFIT UNDER THE AGREEMENT FOR THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM, EVENT OR OCCURRENCE GIVING RISE TO THE DIRECT DAMAGES GIVING RISE TO THE CLAIM.

THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF THE REMEDIES UNDER THE AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

IN CERTAIN JURISDICTIONS, SOME OF THE ABOVE EXCLUSIONS OR LIMITATIONS OF LIABILITY MAY NOT BE PERMITTED, INCLUDING THE EXCLUSIONS FOR PERSONAL INJURY, CONSEQUENTIAL DAMAGES, OR INCIDENTAL DAMAGES, THEREFORE THIS LIMITATION MAY NOT APPLY. THE FOREGOING LIMITATIONS AND EXCLUSIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

9.2 Indemnification

You agree to indemnify, defend, and hold harmless Zenfit and its officers, directors, subsidiaries, employees, agents, affiliates, subcontractors, successors, and permitted assigns (each, an **"Indemnified Party,"** and collectively **"Indemnified Parties"**) from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by the Indemnified Parties, arising out of or relating to any third-party claim alleging:



1. breach or non-fulfillment of any provision of the Agreement by you or your employees or contractors;
2. any negligent or more culpable act or omission of you or your employees or contractors (including any reckless or willful misconduct) in connection with the performance of your obligations under the Agreement including but not limited to relating to any Client;
3. use of the Zenfit Platform, in whole or in part, by or on behalf of you that is outside the purpose, scope, or manner of use authorized by the Agreement, or in any manner contrary to Zenfit's instructions, including but not limited to use that infringes upon the intellectual property rights of any third party;
4. any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of you or your employees or Representatives (including any reckless or willful misconduct);
5. any failure by you or your employees or contractors to comply with any applicable federal, state or local laws, regulations, or codes in the performance of its obligations under the Agreement, including but not limited to the unlicensed provision of medical, dietary, or nutritional advice or counseling;
6. infringement upon the intellectual property or other rights of any third party by your products, services, or actions;
7. any obligation to pay withholding taxes or similar amounts; and
8. any determination by a court, regulatory authority, or other competent body that you are not an independent contractor, including any resulting claims, liabilities, penalties, or obligations imposed on Zenfit as a result of such determination.

9.3 No Warranties or Guarantees

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS, WARRANTIES, UNDERTAKINGS, TERMS OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, ACCURACY, SYSTEM INTEGRATION, PERFORMANCE, COMPLETENESS, OR FITNESS FOR A PARTICULAR PURPOSE TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW.

1. ZENFIT DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
2. ZENFIT DOES NOT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE.



3. ZENFIT IS NOT RESPONSIBLE FOR ANY OF YOUR TAX OBLIGATIONS OR LIABILITIES RELATED TO THE USE OF THE SERVICES.
4. ZENFIT DOES NOT WARRANT THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR THAT ANY ERRORS IN THE SERVICES WILL BE CORRECTED.

10. Zenfit Contracting Party

"Zenfit Contracting Party" means Zenfit ApS, a private company limited by shares, incorporated in Denmark with CVR number 37085960, and registered offices located at Rued Langgaards Vej 8, 2300 Copenhagen, Denmark.

11. Term and Termination

1. The term of the Agreement will begin on the date you sign up to Zenfit and continue until terminated in accordance with this Section 11.
2. This Agreement may be terminated at any time:
 - a. by either Party, effective on written notice to the other Party, if
 - i. the other Party materially breaches this Agreement or the Terms and such breach is incapable of cure; or being capable of cure, remains uncured ten (10) days after the non-breaching Party provides the breaching Party with written notice of such breach.
 - b. by Partner with one (1) month to expire on the last business day of the first full calendar month following the month in which notice is given (the **"Notice Period"**).
 - c. by Zenfit, with one (1) month written notice to Partner, to expire on the last business day of the first full calendar month following the month in which notice is given.
 - d. if we suspect that you or your Account have engaged in fraudulent activity in connection with the use of the Services or if we determine that you have violated any provision of the Agreement. For the avoidance of doubt, we



may immediately block or restrict your access to the Account and/or the Services (in whole or in part) while we investigate any suspected fraud or abuse. Termination of your Account will be without prejudice to any rights or obligations which arose prior to the date of termination.

3. During the Notice Period:
 - a. You agree not to transfer, delete, or solicit existing Clients to move to another platform or to otherwise attempt to circumvent any payments for any existing Clients on the Platform. However, you may onboard new clients to a different platform during this time.
4. At the **Agreement End Date**:
 - a. all rights, licenses, and authorizations granted to you under the Agreement will immediately terminate;
 - b. Zenfit will cease providing you with the Services and you will no longer be able to access your Account;
 - c. unless otherwise provided in the Agreement, you will not be entitled to any refunds of any Fees, pro rata or otherwise;
 - d. any outstanding balance owed to Zenfit for your use of the Services through the effective date of such termination will immediately become due and payable in full; and
 - e. your Contact Form (as applicable) will be taken offline.
5. Notwithstanding the above or anything to the contrary contained herein, in cases where a Client's subscription ends after the Agreement End Date, you and Zenfit may agree in writing to let your Clients remain on the Platform until their active subscription has run out. If such agreement is made:
 - a. all the rights, obligations, licenses and authorizations granted or owed hereunder will continue in full force and effect for as long as any of your Clients remain on the Platform; and
 - b. at the date when your last active Client ends their subscription, all the provisions of Section 11.4 above will come into force.
6. If Zenfit has provided you with a domain and annual domain renewal, Zenfit may transfer the domain to you and no longer renew it. After the Agreement End Date, it will be your sole responsibility to handle all matters related to your domain with the domain provider.

12. Governing Law and Jurisdiction

12.1 Europe

If you are based in Europe, the following applies to you:

1. the Agreement is governed by and construed in accordance with Danish law without giving effect to any choice or conflict of law provision.
2. Any dispute arising out of or in connection with this contract, including any disputes regarding its existence, validity or termination, shall be finally settled by arbitration administered by the Danish Institute of Arbitration in accordance with the Rules of Arbitration adopted by the Board of the Danish Institute of Arbitration. The place of arbitration shall be Copenhagen, Denmark and the language of the proceedings will be English.

12.2 United States and Canada

If you are based in the United States or Canada, the following applies to you:

1. The Agreement is governed by and constructed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision.
2. Any dispute, claim, or controversy arising out of or relating to the Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in New York, New York. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Any arbitral award determination shall be final and binding upon the parties. Judgment on the award may be entered in any court having jurisdiction.
3. The parties shall maintain the confidential nature of the arbitration proceeding and the award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. ARBITRATION SHALL PROCEED ONLY ON AN INDIVIDUAL BASIS. THE PARTIES WAIVE ALL RIGHTS TO HAVE THEIR DISPUTES HEARD OR DECIDED BY A JURY OR IN A COURT TRIAL AND THE RIGHT TO PURSUE ANY CLASS OR



COLLECTIVE CLAIMS AGAINST EACH OTHER IN COURT, ARBITRATION, OR ANY OTHER PROCEEDING. Each party shall only submit their own individual claims against the other and will not seek to represent the interests of any other person. The arbitrator shall have no jurisdiction or authority to compel any class or collective claim, or to consolidate different arbitration proceedings with or join any other party to an arbitration between the parties. In the event the prohibition on class or collective claims is deemed invalid or unenforceable, then the remaining portions of the arbitration agreement will remain in force.

4. THE PARTIES AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE AGREEMENT OR THE USE OF THE ZENFIT PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR IT SHALL BE FOREVER BARRED AND WAIVED.

13. General Conditions

13.1 Entire Agreement

The Agreement, into which they may be incorporated and made a part thereof constitute the entire agreement between you and Zenfit and govern your use of the Platform and Services, superseding any prior agreements between you and Zenfit (including, but not limited to, any prior versions of the Terms).

13.2 No Waiver

The failure of Zenfit to exercise or enforce any right or provision of the Agreement will not constitute a waiver of such right or provision. If any provision of the Agreement, including all terms and conditions and other documents it incorporates by reference, is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of the Agreement, as applicable, will remain in full force and effect.

13.3 No Third Party Rights

Save for Zenfit and its affiliates, you or anyone accessing the Zenfit Platform or Services pursuant to these Terms, unless otherwise provided in these Terms, no person or entity



who is not a party to these Terms will have any right to enforce any term of these Terms, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, this will not affect the rights of any permitted assignee or transferee of these Terms.

13.4 English Language

The Terms are available in English only. Any disputes arising out of these Terms will be resolved in English unless otherwise determined by Zenfit (acting in its sole discretion) or as required by applicable law.

If you are based in Europe, the following applies to you:

1. By using English legal terms and concepts, these Terms do not intend to incorporate any legal standards beyond those that would apply under a Danish translation and interpretation of such terms and concepts.

13.5 Binding on Heirs, Successors, Permitted Assigns and Legal Representatives

All the terms and provisions of the Terms will be binding upon and inure to the benefit of the parties to the Terms and to their respective heirs, successors, permitted assigns and legal representatives. Zenfit will be permitted to assign these Terms without notice to you or consent from you. You will have no right to assign or otherwise transfer the Terms, or any of your rights or obligations hereunder, to any third party without Zenfit's prior written consent, to be given or withheld in Zenfit's sole discretion.

13.6 Severability

If any provision, or portion of the provision, in these Terms is, for any reason, held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision (or the unaffected portion of the provision) of the Terms, and the Terms will be construed as if such invalid, illegal or unenforceable provision, or portion of the provision, had never been contained within the Terms.

13.7 Survival



On termination, all related rights and obligations under the Terms immediately terminate, except that you will remain responsible for performing all of your obligations in connection with transactions entered into before termination and for any liabilities that accrued before or as a result of termination; and Sections 1 (Account Terms), 3.5 (Security Responsibilities), 3.7 (Data Collection and Processing Obligations), 5.1 (Intellectual Property and Your Materials), 6 (Confidentiality), 7 (Fees and Payment), 9 (Limitation of Liability and Indemnification), 10 (Zenfit Contracting Party), 11 (Term and Termination), and 13 (General Conditions) will survive the termination or expiration of these Terms.

13.8 Notices

Termination by the Partner can be made directly through the Zenfit platform. Notices to Partner will be sent to the primary account email associated with Partner's account.

If you have questions contact us at support@zenfitapp.com