



Innovative Health & Fitness Terms of Service

TERMS OF SERVICE

Introduction

These Terms of Service are an agreement between Innovative Health & Fitness and you, a user of our web site. Please read this agreement carefully. By using our web site and its services, you agree to be bound by these Terms of Service as well as our Privacy Policy <http://myinnovativehealth.com/>.

Any new features of our web site, including updates, upgrades, or new services, shall also be subject to these Terms of Service.

In addition, some services offered through our web site may be subject to additional terms and conditions that we publish from time to time. Your use of such services is subject to those additional terms and conditions.

THESE TERMS OF SERVICE (“TERMS”) SET FORTH THE LEGALLY BINDING TERMS FOR YOUR USE OF THE WEB SITE. BY ACCESSING, DOWNLOADING, OR USING THE WEB SITE, YOU ARE ACCEPTING THESE TERMS AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT. YOU MAY NOT ACCESS OR USE THE WEB SITE OR ACCEPT THESE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THIS AGREEMENT, DO NOT ACCESS AND/OR USE THE WEB SITE.

Our Content; Proprietary Rights

Through our web site, we offer, sell, and digitally distribute videos, audiovisual combinations, music, sounds, graphics, photos, and other content, as well as sell products related to that content. We are the owner or authorized licensee of all information, materials, functions and other content contained on our web site, and you acknowledge that you are only receiving a limited right to access or use this content. No content from our web site may be used, reproduced, transmitted, distributed or otherwise exploited in any way other than as part of our web site.

We also own any information and data collected by us from you, including without limitation any data regarding your use and viewing of our web site and its content. We may use such information and data for benchmarking and other service enhancements. We will handle and treat any information we collect from you in compliance with our current Privacy Policy <http://myinnovativehealth.com/#>.

The name “Innovative On Demand” and our graphics, logos, designs, page headers, button icons, scripts, and service names are registered and/or common law trademarks, trade names, or trade dress of Innovative Health & Fitness in the U.S. and/or other countries. These trademarks, trade names, and trade dress may not be used in connection with any product or service in any manner that is likely to cause confusion. We reserve all rights in or to such trademarks, trade names, or trade dress.

We respect the intellectual property rights of others and expect our users to do the same. It is our policy, in appropriate circumstances and at its discretion, to disable or terminate the accounts of users who repeatedly infringe or are repeatedly charged with infringing the intellectual property rights of others.

Third-Party Links

We are not responsible for the content or availability of outside web sites or resources linked to or referenced on our web site. We do not endorse and are not responsible or liable, directly or indirectly, for any claims that arise from your access or use of any content, advertising, products, or other materials on or available from such web sites.

Your Account

If you choose to purchase a product or service offered on our web site, you will be asked to create an account and will be prompted to create your own unique user name and password. You must keep your account information secure. You are solely responsible and liable for all activities that occur under your password or account. You shall notify us immediately of any breach of security or unauthorized use of your password or account.

You acknowledge, consent, and agree that we may preserve and disclose your account information if required to do so by law or in a good faith belief that such preservation or disclosure is reasonably necessary to comply with a legal process or to enforce these Terms of Service.

Eligibility; Age Restriction

Our web site may only be used by individuals who are 18 years and older and who can form legally binding contracts under applicable law. Individuals under the age of 18 must at all times use our web site only in conjunction with and under the supervision of a parent or legal guardian who is at least 18 years of age. In these cases, the supervising adult is responsible for any and all activities conducted on or through our web site. You represent and warrant that you are at least 18 years old, or that you are using our web site under the supervision of an adult parent or legal guardian, and that all registration information you submit is accurate and truthful.

We may, in our sole discretion, refuse to offer access to or use of our web site to any person or entity and change our eligibility criteria at any time. This provision is void where prohibited by law and the right to access the web site is revoked in such jurisdictions.

Payment Processing; Order Fulfillment

Our web site is hosted by Intelivideo, which also assists in the processing of our orders. When you input your credit card information as payment for an order, Intelivideo directly and securely transmits that information to its third party payment processor, who verifies the credit card and remits the payment to us. Neither we, nor Intelivideo, ever store your credit card image or number. Sales and use taxes, as applicable by law, will be based on your location and our location and, purchase prices are inclusive of taxes. You will be responsible for paying any applicable taxes relating to your payments and will indemnify and hold harmless Innovative Health & Fitness and Intelivideo from your failure to pay any and all taxes, including sales tax, based on incorrect information provided by you. If you believe you are entitled to a refund of any taxes, you are solely responsible for such determination.

Intelivideo also fulfills all orders for digitally distributed content by making that content available for viewing. It will inform you of the device and system requirements for accessing this content. You are responsible for completing the digital download, and for all risk of loss of the content after download. You acknowledge that the resolution and quality of the content received will depend on a number of factors, including the type of device on which it is streamed and available bandwidth. While we strive to provide a high quality viewing experience, neither we, nor Intelivideo, make any guarantee as to the resolution or quality of the content.

Upon receiving an order for any of our products, Intelivideo will notify us so that we may fulfill the order directly.

Acceptable Use

You agree not to use or launch any automated system, including without limitation, “robots,” “spiders,” or “offline readers,” that accesses our web site in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser. You agree to comply with all applicable laws in your use of our web site.

Unacceptable Use

You shall not:

- modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the web site;
- remove any copyright, trademark or other proprietary rights notices contained in or displayed on any portion of the web site or any content;
- “frame” or “mirror” any portion of the web site, or link to any material other than via the homepage of the URL located at <https://innovativehealthfitness.intelivideo.com/payments/innovative-health-fitness-subscription/23689> or the URLs provided by us to you for such purposes, without our prior written authorization;
- use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, “data mine” or in any way reproduce or circumvent the navigational structure or presentation of the web site; or
- harvest or collect information about or from users of the web site without their express consent and, if such consent is provided, only pursuant to applicable law.

Reporting Copyright Infringement

If you are a copyright owner, or are authorized to act on behalf of one, please report alleged copyright infringements taking place on or through our web site by completing the following DMCA Notice of Alleged Infringement and delivering it to our Designated Copyright Agent. In accordance with the Digital Millennium Copyright Act of 1998, we will respond expeditiously to these allegations and take whatever action, in our sole discretion, we deem appropriate, including removal of the challenged material from the web site.

The DMCA Notice of Alleged Infringement shall:

1. Identify the copyrighted work that you claim has been infringed.
2. Identify the material you claim is infringing and that is to be removed or disabled and provide information reasonably sufficient to permit us to locate the material, including at a minimum, if applicable, the URL of the link shown on the web site where such material may be found.
3. Provide your mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the notice:
 - o “I hereby state that I have a good faith belief that the disputed use of the copyrighted material or reference or link to such material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).”
 - o “I hereby state that the information in this notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”
5. Provide your full legal name and your electronic or physical signature. Deliver this notice, with all items completed, to our Designated Copyright Agent at: Innovative Health & Fitness 8800 S. 102nd Street, Franklin, WI 53132
Email: nicole@myinnovativehealth.com

Warranties/Limitation of Liability

OUR CONTENT AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” WE HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO OUR WEB SITE OR, SERVICES, WITHOUT LIMITATION, ANY WARRANTIES OF INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT MAKE ANY WARRANTIES THAT THE WEB SITE WILL BE UNINTERRUPTED, SECURE OR ERROR FREE OR THAT YOUR USE OF THE WEB SITE WILL MEET YOUR EXPECTATIONS, OR THAT THE WEB SITE, CONTENT, OR ANY PORTION THEREOF, IS CORRECT, ACCURATE, OR RELIABLE. WE RESERVE THE RIGHT TO CHANGE ANY PART OF THE WEB SITE AT ANYTIME WITHOUT NOTICE.

WE WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, LOSS OF DATA OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR STRICT LIABILITY), ARISING OUT OF THIS AGREEMENT OR YOUR USE OR INABILITY TO USE OUR WEB SITE OR SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT OR YOUR USE OF OUR WEB SITE OR SERVICES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE GREATER OF (A) THE AMOUNT OF FEES PAID BY YOU TO PURCHASE THE CONTENT OR PRODUCTS THAT GAVE RISE TO SUCH LIABILITY, AND (B) \$100.

Indemnification

You agree to defend, indemnify and hold harmless Innovative Health & Fitness and its officers, directors, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys’ fees) arising out of any breach by you of any of these Terms of Service or your violation of any law or the rights of a third party.

Termination

These Terms shall take effect on the date you first access or use our web site and shall continue until terminated in accordance with these Terms. You agree that we may, in our sole discretion, suspend, block, or terminate your access to all or part of our web site and any content, with or without notice, for any reason. Any suspected illegal or fraudulent activity may be referred to appropriate law enforcement authorities.

Governing Law; Jurisdiction

These Terms are governed by the laws of WI, without regard to its conflicts of law provisions. Any claim or controversy arising out of or related to these Terms shall be instituted in any state court in Milwaukee, WI or federal court in Milwaukee, WI. Each party agrees to submit to the jurisdiction of, and agrees that the venue is proper in such courts in any such legal action or proceeding.

Miscellaneous

These Terms and our Privacy Policy <http://myinnovativehealth.com/> constitute the entire agreement between you and Innovative Health & Fitness. You may not assign these Terms in whole or in part without our prior written consent, and any purported assignment in violation of this provision shall be null and void. We may assign or otherwise transfer these Terms and all rights granted hereunder in connection with any corporate reorganization, merger, or sale of all or substantially all of the assets and business to which these Terms relate. These Terms shall be binding upon and inure to the benefit of the parties hereto and their respective heirs and assigns. If any provision of these Terms is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. No waiver of any breach of any provision of these Terms shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

Modifications

We reserve the right to make changes to these Terms at any time by updating this page with any such changes and indicating the effective date of those changes. You acknowledge and agree that it is your responsibility to review these Terms periodically to familiarize yourself with any modifications. By continuing to access and use our web site after those changes become effective, you consent and agree to be bound by the revised Terms.

Contact Us

If you have any questions or comments regarding these Terms or our Privacy Policy <http://myinnovativehealth.com/>, you can contact us at: nicole@myinnovativehealth.com.

These Terms of Service are effective as of March 20, 2015.

Information We Collect

We collect certain information that you voluntarily provide when you create an account with us. This information may include personally identifiable information such as your name and email address as well as a password that you create. You may access and make changes to your stored account information at any time by logging into your account and clicking on the "My Account" link.

When you purchase one of our products or services, we ask for additional personally identifiable information such as your credit card information and billing address solely for the purpose of processing your payment and fulfilling your order.

We may use certain standard web measurement and tracking technologies, such as "cookies," web server logs, or other statistics programs to collect information about you, your online behavior, and/or your computer or other device from which you access our web site. This information may include your preferences and settings, IP address, browser type, web pages visited, date and time of those visits, content viewed, the website you arrived from, and other clickstream data. If you do not want this type of information to be collected, your computer or other device may allow you to block the use of these technologies. (Doing so may affect the functionality of our site.) In addition, we may utilize use web beacons (also known as "action tags" or "one pixel .gif files"), provided by our advertising serving partner, to measure the effectiveness of, and otherwise manage, our online advertising. These web beacons enable our advertising server to recognize you when you visit our web site and to determine which banner ads bring users to our website. We do not use spyware, adware or any other similarly intrusive software.

Use of This Information

The information we collect from you will be used to provide and improve the products and services offered through our website. We also use certain information that we collect for research regarding our customers' online behavior. We may also use your information to contact you regarding new features, services, promotions, or user surveys or to respond to your comments or questions. If you wish to opt-out of future communications from us, you can follow the unsubscribe instructions contained in the message or contact our Privacy Policy Coordinator (see below).

Disclosure of This Information

We may share your personally identifiable information with our web host, Intelivideo, as well as with other third parties that provide us with services. Intelivideo may use your purchase information and billing address to calculate any applicable sales and use tax; however, Intelivideo is not responsible for payment of any applicable taxes and has no liability to you with respect to calculation of taxes or your purchase of our content. We require third parties to protect your information in a manner consistent with this Privacy Policy (<http://myinnovativehealth.com/>) and to limit their use of your information to the provision of services to us. We do not sell or otherwise provide your personal information to any other third parties for the purpose of marketing their own products or services.

We may share non-personally identifiable information or aggregated data about our users with Intelivideo or other third parties for research, analytical and marketing purposes, such as analyzing usage patterns for certain content, services, advertisements, promotions, and/or functionality on our web site and/or to our subsidiaries, affiliated companies, or other businesses or persons for the purpose of processing such information on our behalf.

We reserve the right to share your information in order to cooperate with law enforcement proceedings or governmental investigations, such as in response to subpoenas, search warrants, court orders, or other legal processes. You also acknowledge and agree that Intelivideo may disclose your purchase and billing information in order to cooperate with tax authorities' inquiries, law enforcement proceedings or governmental investigations, such as in response to subpoenas, search warrants, court orders, or other legal processes.

We may transfer information about you if we are acquired by or merged with another company, after which this information may become subject to a different policy. If this were to occur, we would notify you via email or post a prominent notice on our website before transferring this information.

Sharing Of Viewing Information

If you provide your consent, we may share with third parties information about what you watch and other activity, such as viewing history and ratings. In addition, we also may use and share your viewing activity to improve our service or the experience for other users in a way that does not personally identify you to such users. You can set your sharing preferences in your Account.

Security

We implement generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. If you have any questions about the security of our web site, please contact our Privacy Policy Coordinator (see below). We cannot guarantee that your personal information may not be accessed, disclosed, altered, or destroyed as a result of a breach of our commercially reasonable efforts or as a result of any other event beyond our reasonable control. Accordingly, we cannot and do not guarantee that your personal information is completely secure and safe from such risks. **FOR THE AVOIDANCE OF DOUBT, WE EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ENSURING, GUARANTEEING OR OTHERWISE OFFERING ANY DEFINITIVE PROMISE OF SECURITY IN CONNECTION WITH YOUR PERSONAL INFORMATION OR USAGE INFORMATION.**

Third-Party Links

Our web site may include links to third-party web sites that have independent privacy policies. We have no responsibility for the actions or policies of those third parties or the content of their web sites, their products or their services.

Transfer of Information

If you are located outside the United States and choose to provide information to us, we may transfer your information to the United States (or any other country where we operate), where the privacy laws may not be as protective as in your country or jurisdiction. By using our web site, you consent to the collection, transfer, use, storage, and disclosure of your information as described in this Privacy Policy <http://myinnovativehealth.com/#>.

California Residents

We are in compliance with the California Online Privacy Protection Act, and we are exempt from the requirements of California's "Shine the Light" law because we do not share your personal information with third parties for direct marketing purposes.

Children

Our website, resources, and tools are intended for users who are at least 13 years of age. We do not knowingly allow children under 13 years of age to register with, or to provide any personal information to, us.

Terms of Service

Please also visit our Terms of Service, which govern the use, liability, and limitations of our web site and services.

Privacy Policy Coordinator

If you have any questions or concerns about any aspect of this privacy policy, please feel free to contact our Privacy Policy Coordinator at nicole@myinnovativehealth.com.

Your Consent to this Policy; Changes to the Policy

By using our web site and services, you consent to this privacy policy.

We reserve the right to make changes to this privacy policy at any time by updating this page and indicating the effective date of those changes. By continuing to use our web site and services after those changes become effective, you consent and agree to be bound by the revised Privacy Policy.

Miscellaneous

If any part of the privacy policy is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the privacy policy shall continue in force and effect.

This policy is effective as of March 20, 2015.

Cancellation of Online Subscription

If you are unhappy with your subscription to Innovative On Demand for any reason, you may cancel at any time with a written 30-day email notice to nicole@myinnovativehealth.com.

INNOVATIVE HEALTH & FITNESS

8800 SOUTH 102ND STREET | FRANKLIN, WI 53132 | (414) 529-9900 | www.MyInnovativeHealth.com