Timer for Exercise: Interval Terms of Service

Effective Date: October 01, 2026

The Timer for Exercise: Interval website ("Website"), mobile applications ("App(s)") and services (collectively, the "Services") are made available to you ("you" or "your") subject to these Terms of Service ("Terms"), our Privacy Policy ("Privacy Policy") and the Community Guidelines ("Community Guidelines") (collectively, the "Timer for Exercise: Interval Terms"). Services are provided to you by Le Guepard, Inc. and its affiliates ("Timer for Exercise: Interval", "we", "us", or "our").

By accessing and using the Services, signing up for an account, or indicating your consent, you agree to the Timer for Exercise: Interval Terms. If you do not agree to any part of the Timer for Exercise: Interval Terms, you may not use the Services.

THESE TERMS INCLUDE A BINDING ARBITRATION AGREEMENT AND A CLASS ACTION WAIVER IN SECTION 12. THIS PROVISION AFFECTS YOUR RIGHTS TO RESOLVE DISPUTES WITH TIMER FOR EXERCISE: INTERVAL AND YOU SHOULD REVIEW IT CAREFULLY.

You agree that the agreement formed by the Timer for Exercise: Interval Terms is like any written, negotiated agreement signed by you, and you agree to be bound by, and fully comply with, its terms. You represent and warrant that you have all necessary rights, power, and authority to enter into this agreement and to perform your obligations hereunder.

The Timer for Exercise: Interval Terms were written in English and to the extent a translated version of the Timer for Exercise: Interval Terms conflict with the English version, the English version controls.

Important Legal Things

- Our Services are ONLY for users who are over 18.
- We own all content made available through the Service. You own what you provide (like your logging data), but you're giving us the permissions we need to use it.
- We are not providing medical advice. Always talk to your doctor with any questions you may have regarding your health. Any guidance we provide is for general informational purposes only and is never ever medical advice.

1. Registration, Accounts, Services

Who can use the Services

You must be at least 18 years old to use the Services.

No individual under the age of 18 may use the Services or provide us with any personal information.

You represent and warrant that you have verified in your own jurisdiction if your use of the Services is allowed, that you will perform under these Timer for Exercise: Interval Terms in compliance with all applicable laws, rules and regulations, and that all information you provide in connection with your access to or use of the Services is true, accurate, and complete to the best of your knowledge and belief.

Your Account

You may need to register for a Timer for Exercise: Interval account to access or use the Services. When you create an account for our Services, you agree to provide us with accurate and complete information as part of the registration process and keep that information up to date.

You agree to create only one account for your own personal use and not share your account with others. You are responsible for maintaining the confidentiality of the password associated with your account. You accept responsibility for all activities that occur under your account.

Please notify our Support Team right away of any actual or suspected loss, theft, or unauthorized use of your account or account password.

You can delete your account at any time. If you delete your account, it usually cannot be recovered.

Changes to Services

We may provide updates (including automatic updates) for the Services, which may include upgrades, changes, modifications, bug fixes, patches and other error corrections and/or new features (collectively, **"Updates"**). Certain portions of our Services may not properly operate if you do not install all Updates. The Timer for Exercise: Interval Terms will apply to any and all Updates. We have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality of any Service. No specified update or refresh date should be taken to indicate that all information in the Services or on any related website has been modified or updated.

We may change the Services at any time, including (a) terminating, eliminating, supplementing, modifying, adding, or discontinuing any Content (defined below), feature, data, or service on or available through the Services; (b) changing the software or other equipment required to use and access the Services; and (c) changing prices for the Services, if applicable. We shall not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services, or any items available on the Services.

We may also impose limits on certain Services or restrict your access to part or all of the Services without notice or liability. Not all Services are available in all geographic areas or jurisdictions. If certain aspects of our Services or features are dependent on third parties (e.g., grocery integrations), you understand that such third parties may discontinue their provision of

services to us at any point and as a result, we may no longer be able to provide you with such features. We are not responsible for any action or inaction by such third parties or any resultant impact to our Services.

Changes to Terms

Le Guepard, Inc. reserves the right to update the Timer for Exercise: Interval Terms at any time and for any reason in its sole discretion. We will notify you in advance of any material changes to the Timer for Exercise: Interval Terms. By continuing to access or use the Services after we have provided you with notice of a modification, you are agreeing to be bound by the modified Timer for Exercise: Interval Terms. If the modified Timer for Exercise: Interval Terms are not acceptable to you, please stop using the Services and delete Timer for Exercise: Interval and your account.

2. Ownership and Use of Content

"Content" is all content and materials made available through the Services, including without limitation, images, designs, graphics, text, information, data, nutritional information, lists, recipes, meal plans, software, scripts, and other files, and their selection and arrangement. **"User-Generated Content"** means any Content that you or another user makes available in connection with the Services, whether privately or publicly posted. **"Timer for Exercise: Interval Content"** means all Content that is not User-Generated Content.

Timer for Exercise: Interval Content and all copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) therein and in the Services are the sole property of Le Guepard, Inc. and/or its licensors. Any unauthorized use of any trademarks, trade dress, copyrighted materials, or any other intellectual property rights or goodwill belonging to Le Guepard, Inc. or its licensors is prohibited. Except as otherwise specified herein, no licenses, express or implied, are granted by Le Guepard, Inc. to you under any patent, copyright, trademark, trade secret, or other intellectual property right of Le Guepard, Inc. and all such rights are reserved and retained by Le Guepard, Inc. ALL RIGHTS RESERVED.

Our License to You

Subject to your compliance with the Timer for Exercise: Interval Terms, we grant you a limited, revocable, personal, non-transferable, and non-exclusive right and license to access and use the Services and Timer for Exercise: Interval Content for your own personal, noncommercial purposes, provided that you do not copy, modify, create a derivative work from, reverse engineer, sell, assign, sublicense, grant a security interest in, transfer or otherwise commercially exploit any right in the Timer for Exercise: Interval Content or Services.

If any open source or third-party code is incorporated in the App, such open source or third-party code is covered by the applicable open source or third-party license, if any, authorizing use of such code.

Your License to Us

When you provide User-Generated Content to Timer for Exercise: Interval through the Services, you grant us and our users a perpetual, non-exclusive, irrevocable, royalty-free, freely transferable, sublicensable, worldwide right and license to use, host, store, cache, copy, reproduce, publish, display (publicly or otherwise), perform (publicly or otherwise), distribute, transmit, modify, adapt, reformat, reorganize, translate, excerpt, exploit (commercially or otherwise), create derivative works of, and otherwise process, in all media and distribution methods now known or later developed, such User-Generated Content in connection with any and all Services. You acknowledge and agree that: (a) we have the right to arrange the posting of User-Generated Content in any way we desire; (b) we have no obligation to provide you with any credit when using your User-Generated Content; and (c) you are not entitled to any compensation or other payment from us in connection with the use of your User-Generated Content.

Notwithstanding the above, we will not make use of any of your User-Generated Content in a manner that is inconsistent with our Privacy Policy.

We reserve the right, but do not have the obligation, to, at any time and for any reason: monitor, review, prescreen, edit, redact, otherwise modify, reorganize, or recategorize User-Generated Content from the Services; and archive or otherwise store any User-Generated Content. We also reserve the right to remove, modify, or restrict your access to User-Generated Content for any reason and at any time, including User-Generated Content we believe violates these Terms, the Community Guidelines, and/or our policies. You understand that, even after removal or deletion, User-Generated Content you have provided may remain viewable to and may have been copied or stored by other users and members of the public.

You agree that you will respect the intellectual property rights of others. By providing User-Generated Content, you represent and warrant that you are the creator and owner of the User-Generated Content or that you otherwise have all the legal rights, permissions, and consents necessary to provide that User-Generated Content as contemplated by these Terms and to grant Timer for Exercise: Interval the foregoing license. You also represent and warrant that your User-Generated Content and all other information provided to us does not infringe, misappropriate, or otherwise violate the intellectual property rights, privacy rights, or other proprietary rights of any third party.

We appreciate feedback, comments, ideas, proposals, and suggestions for improvements to the Services (**"Feedback"**) you choose to provide. Feedback is considered User-Generated Content and is subject to the terms above.

3. Premium Services

We offer certain premium versions of the Services (e.g., Premium Subscriptions and any other premium offerings made available from time-to-time) (collectively, the **"Premium Services"**) for a fee. The Premium Services provide you access to certain enhanced content, features and

functionality. We reserve the right to change our Premium Services at any time, including with respect to the features made available in each Premium Service, as additionally described in Section 1 above. Please note that Premium Services without ads may still contain limited commercial content, such as sponsored product recommendations.

Signing Up

By signing up for and using the Premium Services, you agree to pay any fees that apply to the Premium Services, including ongoing subscription fees.

When you sign up for the Premium Services, you must designate and provide information about your preferred payment method (e.g., online via credit card, third party platform, like Apple App Store or Google Play) (**"Payment Method"**). You expressly authorize us and certain-third party service providers to receive, store and encrypt your payment information.

You can choose to pay for the Premium Services on a monthly or annual basis. Unless otherwise stated, all fees due for the Premium Services will be billed automatically to the Payment Method at the start of the monthly or annual Premium Service period, as applicable. All purchases of Premium Services are final and non-refundable, except at our sole discretion. Please be aware our ability to give refunds may be restricted or otherwise constrained by App Providers (defined below) or other third parties.

If you reside outside of the United States, you may be entitled to change your mind and receive a full refund within fourteen (14) days of signing up.

Auto-renewal

Subscription fees will be billed automatically at the start of the monthly or annual subscription period, as applicable. **The Premium Services you are subscribed for will auto-renew unless you cancel your subscription prior to the end of the then-current subscription period**.

Cancellation of Premium Services

If you signed up at www.le-guepard.com, you may cancel your subscription to Premium Services in the "Settings" menu. If you signed up through the Google Play or Apple App Store, you may cancel your subscription through the App Provider.

The cancellation or downgrade of a subscription will go into effect at the end of your billing period and you will continue to have access to the applicable Premium Service through the end of the billing period. For example, if you are billed on an annual basis and cancel during a given year, you will maintain access to the Premium Service through the end of that year. When your subscription ends, your account will remain and become a free subscription.

You can delete your account at any time, but please note that, depending on the platform, deleting your account may not result in a cancellation of your subscription - you have to specifically cancel your subscription via the App Provider where you signed up (i.e., Apple App

Store or Google Play). Please also be aware that deleting the App from your device also does not result in the cancellation of your subscription.

Free Trials and Test Periods

We may offer free trials of our Premium Services which provide you with access to Premium Services for a limited period of time at no charge (each a "Free Trial"). In order to sign up for a Free Trial, you may need to provide us with your preferred Payment Method. You will not be charged until the Free Trial period ends.

Unless you cancel before the end of the Free Trial period, your access to the Premium Service will automatically continue, and you will be billed the applicable fees for that Premium Service using the Payment Method you provided.

Once you have cancelled your Free Trial and received confirmation, you cannot resume the Free Trial period even if it was not used for the entire duration of the offer. You may not sign up for more than one Free Trial of a Premium Service at the same time.

We may also choose to offer you with a test of certain features of Premium Services at no charge for a limited time period. We have no obligation to continue to provide you with access to such features or resultant at the termination of such test if you choose not to sign up for the applicable Premium Service.

Discount, Coupon or Gift Codes

All discounts, gift and coupon codes can only be applied when initially subscribing to a Premium Service, and to accounts not already subscribed to a Premium Service. Discount, coupon and gift codes cannot be combined with any other sales, promotion or coupon, and cannot be exchanged, refunded, replaced or redeemed for cash or payment of accounts. A payment method may be required to redeem a discount or coupon code.

It is your own responsibility to use a discount, coupon or gift code before it expires, and expired codes cannot be refunded or extended. It is also your responsibility to terminate the Premium Service before the end of a free or discounted period if you do not want to continue with a Premium Service at the regular price. The terms and conditions of a specific discount, coupon or gift code may include additional restrictions on its use. Timer for Exercise: Interval reserves the right to cancel discounts and coupon promotions at any time.

Termination of Premium Services

If you do not pay the fees or charges due for your use of the Premium Services, we may make reasonable efforts to notify you and resolve the issue; however, we reserve the right to disable or terminate your access to the Premium Services (and may do so without notice).

Price Changes

To the maximum extent permitted by applicable laws, we may change our prices for Premium Services at any time. We will give you reasonable notice of any such pricing changes, and if you do not wish to pay the new prices, you can cancel the applicable Premium Service prior to the change going into effect. If you do not timely cancel, any such price changes may take effect at the start of the next subscription period following the date of the price change and, by continuing to use the Services after the price change takes effect, you will be deemed to have accepted the new price.

Pricing Errors

Although we strive to provide accurate pricing information, errors may occur. We reserve the right to correct any errors in pricing, promotions, offers, shipping charges, availability, or other information.

4. Health and Safety

We may provide health and weight management information and guidance only.

You should seek the advice of a physician or a medical professional with any questions you may have regarding your health before beginning any dietary programs, exercise regimen or any other fitness or wellness activities, as may be referenced in our Services. If you are being treated for a health condition or illness, taking prescription medication or following a therapeutic diet to treat a disease, you should consult with your physician before using the Services. If any information you receive or obtain from using the Services is inconsistent with the medical advice from your physician, you should follow the advice of your physician. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING MEDICAL ADVICE OR ATTENTION BECAUSE OF ANY CONTENT PRESENTED IN THE SERVICES.

Exercise and wellness activities carry certain inherent and significant risks of bodily injury, death or property damage and you voluntarily assume all known and unknown risks associated with these activities.

Not Medical Advice

Services (including but not limited to Content) are provided for general informational purposes only. Timer for Exercise: Interval is not a medical professional or a medical organization and we do not provide medical services or render medical advice. Services are not intended for use in the diagnosis of diseases or other medical conditions, or in the cure, mitigation, treatment or prevention of disease or medical condition. Nothing contained in the Services should be construed as such advice or diagnosis. **The information provided by us should not be interpreted as a substitute for physician consultation, evaluation, or treatment and should not be relied upon when making medical decisions, or to diagnose or treat a health condition or illness**.

Use of the Services, or communication with us does not create any doctor-patient relationship.

Healthy Weight Loss

Any use of our Services to promote, glamorize, or achieve dangerously low levels of eating is not permitted.

If you feel like our Services may not be the best choice for you, **please do not use them**.

Accuracy of Content

We make no representations or warranties as to the accuracy, reliability, completeness or timeliness of any Content available through the Services, and we make no commitment to update such Content.

In addition, User-Generated Content, including advice, statements, or other information, including, without limitation, food, nutrition, dietary guidance, exercise or training guidance, athletic activities, and exercise database entries, are not produced by Timer for Exercise: Interval, and should not be relied on. User-Generated Content, whether publicly posted or privately transmitted, is the sole responsibility of the user from whom such User-Generated Content originated.

Portions of the Services and Content may include or be created with proprietary or third party technologies such as artificial intelligence or machine learning systems, including third party large language models. You understand that such technology and its output or recommendations may contain errors or misleading information, may not be accurate or reliable, and can perpetuate biases that are present in data used to train models. Timer for Exercise: Interval does not guarantee the accuracy, completeness, or usefulness of any such output, recommendations or other materials and bears no liability to use with respect to the use of such technology or its output.

5. Restrictions

The Services may be used only for lawful purposes. Timer for Exercise: Interval specifically prohibits any use of the Services as follows.

No Derivative Works

Except as expressly permitted by applicable law or specifically authorized by Timer for Exercise: Interval, you may not modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services or any Timer for Exercise: Interval Content, in whole or in part. You may not download, copy, or save Timer for Exercise: Interval Content, except as expressly permitted by the functionality of certain Services.

No Commercial Use

The Services, with the exception of certain products and services provided through Timer for Exercise: Interval branded tools for website owners (e.g., APIs) (collectively, the **"Commercial Tools"**), are intended only for your personal, non-commercial use. You may not collect, harvest, or use any Content, data, or information made available via the Services for any purposes not

explicitly authorized by us, including but not limited to commercial exploitation, competitive analysis, or research and development of your own products or services.

You shall not use the Services (other than certain Commercial Tools) to sell a product or service, increase traffic to your own website or a third-party website for commercial reasons (such as advertising sales), or otherwise undertake any endeavor aimed at deriving revenue. If you seek to make commercial use of the Services other than through the Commercial Tools, you must enter into a separate agreement with us to do so in advance. By using any of the Commercial Tools, you acknowledge and agree to the Timer for Exercise: Interval Terms and any additional terms and conditions applicable to those select Services.

No Disruption

You may not perform or attempt to perform any actions that would (a) interfere with or damage the proper operation of the Services, including through unauthorized use, disruption, automated attacks, exploitation, or abuse of our resources, (b) prevent access to or use of the Services by other users, or (c) impose any unreasonable or disproportionately large load on our infrastructure.

No Scraping

You may not engage in data mining or similar data gathering or extraction activities or retrieve data or content from the Services by accessing, monitoring, or copying any Content or information using automated means, including but not limited to robots, spiders, crawlers, scrapers, indexing agents, or any other automated tools or processes. You may not bypass or attempt to bypass any measures we may use to prevent or restrict access to the website, including CAPTCHA, IP blocking, or authentication mechanisms.

You may not harvest or otherwise collect or store personal information about other users of the Services, including, for example only, email addresses, without the express consent of such users.

No Viruses

When using the Services, you may not post, transmit, input, upload, or otherwise provide any information or materials that contain any viruses, worms, Trojan horses, logic bombs, time bombs, cancelbots, malware, ransomware, adware, or other harmful computer code or programming routines.

6. Third Parties

Our Services may link to, interact with or be available on third-party services or products (**"Third Party Services"**). If you access such Third Party Services, be aware that different terms and privacy policies apply to your usage of such services. We are not responsible for the accuracy, availability, or reliability of any information, content, goods, data, opinions, advice, or statements made available by any Third Party Services and your access and use of such Third Party Services is entirely at your own risk.

Social Networks

You may choose to log in to the Services via various online Third Party Services, such as social networking services (e.g. Facebook) (**"Social Networking Services"**). To take advantage of these features and capabilities, we may ask you to authenticate, register for, or log into Social Networking Services on the websites of their respective providers. As part of this integration, the Social Networking Services will provide us with access to certain information you have provided to them, and we will use, store, and disclose such information in accordance with our Privacy Policy.

Third Party Products and Services

Certain Third Party Services that you may access through our Services may constitute or offer mobile apps, retail services, health-related services, fitness services, devices, connected devices, or other products and services. If you choose to access these Third Party Services, you may be requested to log-in and sync your accounts with applications. You are in no way obligated to use any Third Party Services and your access and use of such applications is entirely at your own risk.

In the case of Third Party Services that may allow you to purchase goods and services (e.g., grocery stores, gyms, etc.), please note that Timer for Exercise: Interval has no control over and is not responsible for any such purchases.

Mobile Services

To use or access our App, you will need a compatible device. We cannot guarantee the App will be compatible with, or available on, your device. Your phone company's normal messaging, data, and other rates and fees will apply.

App Stores

Our App may be made available to you on the Google Play or Apple App Store (the **"App Provider"**). These Terms are an agreement between you and Timer for Exercise: Interval, and not with the App Provider. As between Timer for Exercise: Interval and the App Provider, Timer for Exercise: Interval is solely responsible for its App. Your use of the App must comply with any applicable terms and conditions provided by App Provider. App Provider has no obligation to provide any maintenance and support services or have any warranty obligations. The App Provider and its subsidiaries are third-party beneficiaries of these Timer for Exercise: Interval Terms as it relates to your license to the App.

7. Digital Millennium Copyright Act

If you believe User-Generated Content or Timer for Exercise: Interval Content infringes copyright or trademark under U.S. or other national law, please notify us. We investigate any allegations of infringement brought to our attention. Pursuant to the U.S. Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(3), please provide us with the following information in your notice of a suspected violation:

- Identification of the material being infringed, or, if multiple copyrighted works at a single online site are covered by a notification, a representative list of such works at that site.

- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, including its location, with sufficient detail so that we are capable of finding it and verifying its existence.

- Contact information for the notifying party (the **"Notifying Party"**), including name, address, telephone number, and, if available, email address.

- A statement that the Notifying Party has a good faith belief that the material is not authorized by the copyright owner, its agent or law.

- A statement that the information provided in the notice is accurate and that the Notifying Party is the copyright owner or authorized to make the complaint on behalf of the owner of an exclusive right that is allegedly infringed.

- A physical or electronic signature of the copyright owner or a person authorized to act on behalf of the owner of the material that has been allegedly infringed.

Your notice must be signed (physically or electronically) and must be addressed as follows:

- Le Guepard, Inc.
  6920 S Cimarron Rd Ste 100
  Las Vegas, 89113 USA

The preceding information is provided for notifying us that your copyrighted material may have been infringed.

You acknowledge that if you fail to comply with all of the requirements of this section, your notice may not be valid. Some information provided in a notice of infringement may be forwarded to the user who posted the allegedly infringing content. In the U.S., under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability. Please see https://www.copyright.gov for more information about how to prepare or respond to a DMCA notice and/or https://www.uspto.gov/trademark for more information about trademark rights.

8. No Warranties

EXCEPT WHERE PROHIBITED BY LAW, TIMER FOR EXERCISE: INTERVAL EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTEES OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, QUALITY, TITLE, VALIDITY, OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE SERVICES AND ALL CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE". SOME STATES AND

JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. WHEN THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, THEY WILL BE LIMITED TO ONLY THOSE REQUIRED BY LAW, FOR THE SHORTEST DURATION PERMITTED BY LAW, AND WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE-TO-STATE.

Without limiting the foregoing, you understand that, to the maximum extent permitted by applicable law, we make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness, availability, or reliability of any of the Services or any Content.

To the maximum extent permitted by applicable law, we do not warrant that (a) the Services will meet your requirements or provide specific results, (b) the operation of the Services will be uninterrupted, virus- or error-free or free from other harmful elements or (c) errors will be corrected. Any oral or written advice provided by our agents or us does not and will not create any warranty. To the maximum extent permitted by applicable law, we also make no representations or warranties of any kind with respect to any Content; User-Generated Content, in particular, is provided by and is solely the responsibility of the users providing that Content. No advice or information, whether oral or written, obtained from other users or through the Services, will create any warranty not expressly made herein. You therefore expressly acknowledge and agree that use of the Services is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you.

Any material downloaded or otherwise obtained through the use of the Services is done at your own discretion and risk. You are and will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL TIMER FOR EXERCISE: INTERVAL BE LIABLE TO YOU OR ANY THIRD PARTY FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (B) LOSS OF PROFITS, REVENUE, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES; (C) DAMAGES RELATING TO YOUR ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE SERVICES; (D) DAMAGES RELATING TO ANY CONDUCT OR CONTENT OF ANY THIRD PARTY OR USER OF THE SERVICES, INCLUDING WITHOUT LIMITATION, DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OR CONTENT; AND/OR (E) DAMAGES IN ANY MANNER RELATING TO ANY THIRD PARTY CONTENT OR THIRD PARTY SERVICES ACCESSED OR USED VIA THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS LIMITATION APPLIES TO ALL CLAIMS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT TIMER FOR EXERCISE: INTERVAL HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND FURTHER WHERE A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. EXCEPT AS OTHERWISE PROVIDED

HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF TIMER FOR EXERCISE: INTERVAL, FOR ANY CLAIM UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE GREATER OF FIVE HUNDRED DOLLARS (US $500.00) OR THE AMOUNT YOU PAID US TO USE THE APPLICABLE SERVICE(S) IN THE PAST TWELVE MONTHS. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

To the extent permitted by applicable law, you acknowledge and agree that we offer the Services and set the Services' prices in reliance upon the warranty disclaimers, releases, and limitations of liability set forth in the Terms, that these warranty disclaimers, releases, and limitations of liability reflect a reasonable and fair allocation of risk between you and form an essential basis of the bargain between you and us. We would not be able to provide the Services to you on an economically reasonable basis without these warranty disclaimers, releases, and limitations of liability.

10. Indemnification

To the maximum extent permitted by applicable law, you agree to indemnify and hold Timer for Exercise: Interval harmless from any and all liabilities, claims, demands, losses, or expenses, including reasonable accounting and attorneys' fees, made by any third party due to or arising out of (a) the User-Generated Content you access or share through the Services; (b) your use of the Services, (c) your activities in connection with the Services, (d) your violation of the Timer for Exercise: Interval Terms, (e) any violation of the rights of any other person or entity by you, including, without limitation, any intellectual property, proprietary, privacy, or other rights of any party. We reserve the right to assume the exclusive defense and control of any matter for which you are required to indemnify us under these Terms, and you agree to cooperate with our defense of these claims. You shall not in any event settle any matter without the prior written consent of Timer for Exercise: Interval. This indemnification section will survive any termination or expiration of the Timer for Exercise: Interval Terms.

11. Governing Law

Timer for Exercise: Interval Terms shall be governed by and construed in accordance with the laws of the Nevada and controlling U.S. federal law as applicable, without regard to its conflict of law principles.

12. Dispute Resolution

PLEASE READ THIS ENTIRE SECTION 12 (**"DISPUTE RESOLUTION"**) CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR DISPUTES. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION, A CLASS ACTION WAIVER, A JURY TRIAL WAIVER, AND A CONTRACTUAL LIMITATIONS PERIOD.

YOU AND TIMER FOR EXERCISE: INTERVAL EACH ACKNOWLEDGE THAT THE TERMS IN THIS SECTION 12 ARE INTENDED TO REDUCE THE FINANCIAL BURDENS ASSOCIATED WITH RESOLVING THEIR DISPUTES AND ARE NOT INTENDED TO DELAY ADJUDICATION OF ANY PARTY'S DISPUTES.

THIS SECTION APPLIES TO ANY DISPUTE BETWEEN YOU AND TIMER FOR EXERCISE: INTERVAL (EACH, A **"PARTY;"** TOGETHER, THE **"PARTIES"**) ARISING OUT OF OR RELATING IN ANY WAY TO THE TIMER FOR EXERCISE: INTERVAL TERMS, OUR PRODUCTS OR SERVICES, YOUR VISIT TO THE SITE, OUR ADVERTISING OR MARKETING, OUR PRIVACY AND DATA SECURITY PRACTICES, AND TO ANY PURCHASE, TRANSACTION, RETURN OR OTHER INTERACTION WITH TIMER FOR EXERCISE: INTERVAL, WHETHER IN CONTRACT, TORT, WARRANTY, STATUTE, REGULATION, OR OTHER LEGAL OR EQUITABLE BASIS (EACH, A **"DISPUTE"**), INCLUDING, BUT NOT LIMITED TO:

- DISPUTES THAT AROSE BEFORE THIS OR ANY PRIOR AGREEMENT;
- DISPUTES THAT WOULD OTHERWISE BE SUBJECT TO PRE-EXISTING CLASS ACTION LITIGATION FOR WHICH YOU MAY BE A PUTATIVE CLASS MEMBER; AND
- DISPUTES THAT MAY ARISE AFTER THE TERMINATION OF THE TIMER FOR EXERCISE: INTERVAL TERMS.

Notwithstanding the provisions herein, this Dispute Resolution section will not preclude you or Timer for Exercise: Interval from seeking provisional remedies in aid of arbitration, including without limitation orders to stay a court action, compel arbitration, or confirm an arbitral award, from a court of competent jurisdiction. Furthermore, this Dispute Resolution section will not preclude you or Timer for Exercise: Interval from (a) applying to the appropriate court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, or (b) seeking relief in any state or federal court for disputes related to a violation or possible violation of Timer for Exercise: Interval's intellectual property rights.

Additionally, notwithstanding the provisions herein, either you or Timer for Exercise: Interval may bring a Dispute in small claims court consistent with the jurisdictional and dollar limits that may apply. The route to small claims court shall only be the result of a direct filing by you or Timer for Exercise: Interval. As set forth below, a Dispute commenced in arbitration may not be secondarily directed to small claims court per otherwise applicable rules.

THIS ENTIRE DISPUTE RESOLUTION SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT, THE TIMER FOR EXERCISE: INTERVAL TERMS, THE PARTIES' RELATIONSHIP, OR THE END OF YOUR USE OF ANY SERVICES.

Mandatory Informal Dispute Resolution for All Disputes

If you have a Dispute against Timer for Exercise: Interval or if Timer for Exercise: Interval has a Dispute against you, you and Timer for Exercise: Interval must first attempt to resolve the Dispute informally in order to try to resolve the Dispute faster and reduce costs for both parties. You and Timer for Exercise: Interval agree to engage in good faith pre-suit/pre-arbitration discussions for a period of no less than sixty (60) days. During that time, the Parties will communicate directly with each other about any Dispute and attempt to resolve it without initiating an arbitration. The foregoing process shall be referred to herein as the **"Informal Dispute Resolution Process."**

To commence the Informal Dispute Resolution Process, you or Timer for Exercise: Interval must send to the other Party a written notice of Dispute (**"Notice"**) describing the facts and circumstances of the Dispute and the specific relief sought and including any supporting documentation. Your Notice must be mailed via certified or registered mail with proof of receipt to us at:

- Le Guepard, Inc.
  6920 S Cimarron Rd Ste 100
  Las Vegas, 89113 USA

We will send any Notice to you at your last-used billing address or the billing and/or shipping address in your online profile.

The Informal Dispute Resolution Process is intended to allow the party who has received a Notice to make a fair, fact-based offer of settlement if it chooses to do so. The statute of limitations and any filing-fee deadlines for a Dispute shall be tolled for the duration of the Informal Dispute Resolution Process. Should Timer for Exercise: Interval request a telephone conference with you in an effort to resolve your Dispute as part of this process, you agree to personally participate (with your counsel if you are represented).

Completion of the Informal Dispute Resolution Process and expiration of the sixty (60) day period shall be an express condition precedent to either Party serving an Arbitration Demand (defined below) or otherwise initiating a lawsuit (should the Arbitration Agreement below not apply). You and Timer for Exercise: Interval agree that any action commenced in arbitration or court without first exhausting the Informal Dispute Resolution Process shall be defective and subject to dismissal at the cost of the Party found to have prematurely commenced the action.

Class Action Waiver; Jury Trial Waiver

YOU AND TIMER FOR EXERCISE: INTERVAL AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, COLLECTIVE, OR REPRESENTATIVE ACTION, INCLUDING ANY JOINT OR CONSOLIDATED LAWSUIT OR JOINT OR CONSOLIDATED ARBITRATION OF ANY KIND. Additionally, you agree that you will not be a member of any putative or actual class in a class action brought by anyone else against Timer for Exercise: Interval, nor will you seek to become a class representative. You further agree that in any action you initiate against Timer for Exercise: Interval, any relief you seek will be confined to relief on your own behalf. Except as these Terms otherwise provide and to the fullest

extent permitted by law, you and Timer for Exercise: Interval acknowledge and agree that you are each waiving the right to a trial by jury and to the litigation of disputes in state or federal courts of general jurisdiction.

Together, the terms in the preceding paragraph shall be called and operate as the **"Class Action Waiver."**

Arbitration Agreement

You and Timer for Exercise: Interval agree that DISPUTES SHALL BE RESOLVED THROUGH BINDING INDIVIDUAL ARBITRATION, RATHER THAN IN COURT. This requirement, and the related terms that follow, shall be referred to as the **"Arbitration Agreement."**

To the maximum extent permitted by applicable law, you and Timer for Exercise: Interval agree that any disputes arising out of or related to your use of the Services will be resolved by binding arbitration pursuant to the Federal Arbitration Act (Title 9 of the United States Code), which shall govern the interpretation and enforcement of this Arbitration Agreement. By consenting to arbitration, you and Timer for Exercise: Interval do not limit in any way either Party's statutory or common law rights or potential remedies to which either Party would be entitled were a dispute being heard in a court.

Any arbitration shall be heard in and administered by the American Arbitration Association (AAA) and be governed by the AAA Consumer Arbitration Rules, including the Mass Arbitration Supplementary Rules in effect on the date such action is commenced. You can find the AAA Rules and the Demand for Arbitration Form at http://www.adr.org. You and Timer for Exercise: Interval empower the arbitrator(s) with the exclusive authority to resolve any Dispute relating to the interpretation, applicability or enforceability of the Timer for Exercise: Interval Terms or the formation of this contract, including the arbitrability of any Dispute that all or any part of the Timer for Exercise: Interval Terms are void or voidable. The arbitrator shall determine in accordance with the applicable rules, without limitation, all issues regarding filing fees, form of pleadings, procedures for payment, locale, seat, arbitrator selection and disclosures, exchange of information, presentation of evidence, and criteria for any Arbitration Demand, Answer, and other claims. The arbitrator shall issue a reasoned award.

You and Timer for Exercise: Interval agree to opt out of Rule 9 of the Consumer Arbitration Rules, Small Claims Option for the Parties, and waive the right to return any Dispute to Small Claims Court at any time after the filing of an Arbitration Demand under the applicable AAA rules. You and Timer for Exercise: Interval agree that confidential information of either Party disclosed during the arbitration (whether in documents or orally) shall not be used or disclosed except in connection with the arbitration or a proceeding to enforce or vacate the arbitration award, and that any permitted court filing of confidential information must be done under seal to the furthest extent permitted by law.

Special Procedures for Mass Filings

To the extent an arbitration falls within the AAA's definition of a Mass Arbitration, the Parties agree to be bound by the procedures set forth in the AAA's Mass Arbitration Supplementary Rules effective on January 15, 2024, as amended thereafter, and that the additional procedures set forth below shall apply, unless the Parties jointly agree otherwise.

The Parties shall each select 15 Disputes per side (30 Disputes total) to proceed in individual arbitrations as part of the first stage in a staged process. Each of these individual arbitrations shall be assigned to a different, single arbitrator unless the Parties agree otherwise in writing. Any remaining Disputes shall not be filed or be deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those Disputes unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. Any applicable limitations period (including statute of limitations) and any filing fee deadlines shall be tolled beginning when the Informal Dispute Resolution Process are initiated (so long as the pre-arbitration Notice complies with the requirements herein), until a given Dispute is selected to proceed as part of the staged process herein, or is settled, withdrawn, otherwise resolved, or opted out of arbitration.

After this initial set of staged proceedings is completed, the Parties shall promptly engage in a global mediation session of all remaining Disputes with a retired federal or state court judge and Timer for Exercise: Interval shall pay the mediator's fee. If the remaining Disputes are not resolved at this time, the Parties will continue the same staged process, as set forth in this Special Procedures for Mass Filings section, by arbitrating a maximum of 30 individual Disputes at a time (15 Disputes selected by each Party), until the Parties are able to resolve all of the Disputes, either through settlement or arbitration.

Notwithstanding the provisions herein, in Mass Arbitrations consisting of more than 300 Disputes total, either party may opt out of arbitration and elect to have the Disputes heard in court.

A court of competent jurisdiction shall have the authority to enforce this entire Dispute Resolution section and, if necessary, to enjoin the mass filing, prosecution, or administration of arbitrations and the assessment of arbitration fees. If these additional procedures apply to your Dispute, and a court of competent jurisdiction determines that they are not enforceable as to your Dispute, then your Dispute shall proceed in a court of competent jurisdiction consistent with the remainder of the Timer for Exercise: Interval Terms.

Time Limits

To the fullest extent permitted by applicable law, YOU AGREE THAT ANY ACTION ARISING OUT OF OR RELATED TO ANY DISPUTE MUST COMMENCE WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, THAT ACTION IS PERMANENTLY BARRED. For purposes of this provision, a Dispute is considered commenced at the time the Notice in the Informal Dispute Resolution section is sent, as defined below. To the extent a Dispute is filed in arbitration or court without first providing such notice (which would be contrary to these Terms, as set forth herein), the Dispute is deemed commenced at the time of such filing.

Opt-out

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION AGREEMENT, YOU MAY OPT OUT OF THIS ARBITRATION AGREEMENT WITHIN THIRTY (30) DAYS FROM THE EARLIER OF: (1) THE DATE YOU FIRST ACCEPT THESE TERMS, OR (2) THE DATE YOU FIRST AGREED OR ASSENTED TO AN AGREEMENT WITH Timer for Exercise: Interval THAT CONTAINED AN ARBITRATION PROVISION.

The opt-out notice must be postmarked no later than the applicable deadline and emailed to: support@Le-Guepard.com. The opt-out notice must state that you do not agree to this Arbitration Agreement and must include your name, address, phone number and email address. This procedure is the only way you can opt out of this Arbitration Agreement, and failure to comply strictly with this procedure and the applicable deadline automatically will render the opt-out notice null and void. If you opt out of the arbitration provision, all other parts of this Arbitration Agreement will continue to apply.

Severability and Waiver

The waiver of any provision of the Timer for Exercise: Interval Terms shall not be considered a waiver of any other provision or of Timer for Exercise: Interval's right to require strict observance of each of the terms herein. If any provision of the Timer for Exercise: Interval Terms is found to be unenforceable or invalid for any reason, that provision shall be severable, and all other provisions shall remain in full force and effect. However, if the Class Action Waiver is found to be null and void as to an arbitration, then the terms of the Arbitration Agreement subsection shall not apply and the Dispute shall be subject to the jurisdiction of the state and federal courts located in Las Vegas, Nevada, and you and we hereby submit to the personal jurisdiction and venue of these courts, NOT by binding arbitration.

You and Timer for Exercise: Interval agree that if for any reason a Dispute proceeds in court rather than arbitration: (1) you and Timer for Exercise: Interval waive any right to a jury trial; (2) the Dispute will proceed solely on an individual, non-class, non-representative basis; and (3) neither you nor Timer for Exercise: Interval may be a class representative or class member or otherwise participate in any class, representative, consolidated, or private attorney general proceeding.

13. International Terms

If you are not a United States resident and you are accessing our Services from outside the United States, you agree to transfer certain information outside your location to us, and that you will follow all the laws that apply to you.

You represent and warrant that you are not (a) located in a country subject to a U.S. Government embargo, or designated by the U.S. Government as a "terrorist supporting" country, or (b) listed on any U.S. Government list of prohibited or restricted parties.

We provide our Services for a global community of users. Our servers and operations are, however, located primarily in the United States, and our policies and procedures are based

primarily on United States law. Because of this, the following provisions apply specifically to users located outside of the United States: (a) you consent to the transfer, storage, and processing of your information, including but not limited to User-Generated Content and any personal information, to and in the United States and/or other countries, subject to our Privacy Policy; (b) if you are using the Services from a location embargoed by the United States, or are on the United States Treasury Department's list of "Specially Designated Nationals," you are not authorized to access or make use of the Services; and (c) you agree to comply with all local laws, rules, and regulations including, without limitation, all laws, rules, and regulations in effect in the location in which you reside and the location from which you access the Services. The Services are not intended for distribution to, or use by, any person or entity in any jurisdiction or location where such distribution or use would be contrary to law or regulation, or that which would subject Timer for Exercise: Interval or its affiliates to any registration requirement within such jurisdiction or location.

14. Survival

If our relationship or these Terms terminate, it will not limit any of our other rights or remedies, and any provision of these Terms that must survive in order to give proper effect to the intent and purpose of these Terms will survive termination, including without limitation Sections 2 (Ownership and Use of Content), 4 (Health and Safety), 5 (Restrictions), 8 (No Warranties), 9 (Limitation of Liability), 10 (Indemnification), 11 (Governing Law), 12 (Dispute Resolution), 14 (Survival), and 15 (Miscellaneous).

15. Miscellaneous

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of the Timer for Exercise: Interval Terms or your use of the Services. The Timer for Exercise: Interval Terms constitute the entire agreement between you and us with respect to your use of the Services.

Our failure to exercise or enforce any right or provision of the Timer for Exercise: Interval Terms does not constitute a waiver of such right or provision. If any provision of the Timer for Exercise: Interval Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Timer for Exercise: Interval Terms remain in full force and effect.

You may not assign, delegate, or otherwise transfer your account or your obligations under these Timer for Exercise: Interval Terms without our prior written consent. We have the right, in our sole discretion, to transfer or assign all or any part of our rights under these Timer for Exercise: Interval Terms and will have the right to delegate or use third-party contractors to fulfill our duties and obligations under these Timer for Exercise: Interval Terms and in connection with the Services.

Our notice to you via email, regular mail, or notices or links displayed in connection with the Services constitutes acceptable notice to you under the Timer for Exercise: Interval Terms. We are not responsible for your failure to receive notice if email is quarantined by your email

security system (e.g., “junk” or “spam” folder) or if you fail to update your email address. Notice will be considered received forty-eight hours after it is sent if transmitted via email or regular mail. In the event that notice is provided via links displayed in connection with the Services, then it will be considered received twenty-four hours after it is first displayed.

No waiver by either party of any right, obligation, breach, or default hereunder shall be deemed to be a waiver unless set forth in writing by such waiving party. No waiver of any right, obligation, breach, or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

Any heading, caption or section title contained in the Timer for Exercise: Interval Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

16. Contact Us

If you have any feedback, questions or comments about the Services, please contact our Support Team by email or by mail at: Le Guepard, Inc., 6920 S Cimarron Rd Ste 100, Las Vegas, Nevada 89113 USA. Please be sure to include in any email or postal mail your full name, email address, postal address, and any message.