

PLANET FITNESS
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You agree to: (1) keep your password secure and confidential; (2) not permit others to use your account; (3) not use other's accounts; (4) not sell, trade, or transfer your Site account to another party; and (5) not charge anyone for access to any portion of the Site, or any information therein. Further, you are responsible for anything that happens through your account until you close down your account or prove that your account security was compromised due to no fault of your own.

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 - i. Disparages any person, Planet Fitness and/or any of its affiliates' products, competitors, or any other entity or person affiliated with promoting or administering the Site;
 - ii. Violates or infringes upon the copyrights, trademarks, or privacy, property, publicity or other intellectual property rights of any person or entity;
 - iii. Includes brand names, copyrighted work or trademarks/logos that may infringe on rights of any third party;
 - iv. Is hateful, tortuous, defamatory, slanderous or libelous;
 - v. Promotes bigotry, racism, sexism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, gender identity, or age;
 - vi. Contains any personal identification, such as personal names, phone numbers, addresses, or e-mail addresses, without permission;
 - vii. Promotes illegal drugs or activity;

- viii. Is unlawful or in violation of any law;
- ix. Contains any sexually explicit, lewd, offensive, disparaging or other inappropriate content, as determined by Planet Fitness;
- x. Is unsuitable to be entered into the Site for any reason whatsoever, at Planet Fitness's sole discretion; and/or

b) Communicate messages or images inconsistent with the positive images and/or good will to which Planet Fitness wishes to associate, in Planet Fitness's sole discretion.

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You agree to defend, indemnify and hold harmless Planet Fitness, its parents subsidiaries and affiliates together with their respective directors, officers, managers, members, employees and agents, from and against all the liabilities, claims, damages and expenses (including reasonable attorney's fees and costs) arising out of or related to your use of this Site, any content you submit, post to, or transmit through this Site or your breach or alleged breach of these Terms of Use.

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You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of the Site. If you provide us any information through the Site, you agree to provide true, accurate, current and complete information about yourself. You agree not to attempt to upload or transmit through the Site any computer viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or system. Any unauthorized modification, tampering or change of any information, or any interference with the availability of or access to this Site is strictly prohibited. If you become aware of misuse of this Site by any person, then please contact the Site Administrator at Security@PlanetFitness.com with your concerns. Planet Fitness reserves all rights and remedies available to it.

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These Terms of Use operate to the fullest extent permissible by law. If any provision of these Terms of Use is unlawful, void or unenforceable, that provision is deemed severable from these Terms of Use, will be substituted with a valid and enforceable provision reflecting the intent of the invalid provision, and does not affect the validity and enforceability of any remaining provisions. No provision of these Terms of Use shall be waived except with prior written consent of Planet Fitness. The failure to exercise, or delay in exercising, any right or remedy under these Terms of Use will not operate as a waiver. These Terms of Use may be assigned by Planet Fitness in our sole discretion. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Failure to act with respect to a breach of this agreement does not waive our right to act with respect to subsequent or similar breaches. These Terms of Use set forth the entire understanding and agreement between us with respect to the subject matter hereof.

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This Agreement is governed by, and construed in accordance with, the laws of the State of New Hampshire, without giving effect to any principles of conflicts of law. As a condition of using this Site, you agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with use of the Site shall be resolved individually, without resort to any form of class action. You agree to submit to the exclusive jurisdiction of the courts of the State of New Hampshire or, if appropriate, the United States District Court for the State of New Hampshire for resolution of any dispute, action or proceeding arising in connection with this Agreement or your use of the Site, and you further irrevocably waive any right you may have to trial by jury in any such dispute, action or proceeding.

Disputes Involving U.S. Users. If you are a user based in the United States, in the event of any controversy or claim arising out of or relating to these Terms of Use, the parties shall first attempt, promptly and in good faith, to resolve any such dispute informally between them. If the parties are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to binding individual arbitration pursuant to the then current expedited procedures of the commercial arbitration rules of the American Arbitration Association.

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