

AmeriPro Member Terms and Conditions

Welcome to Fitness Coach, powered by HiTech Trainer, Inc. This web based application ('Application') is served, operated and maintained by HiTech Trainer, Inc. and brought to you courtesy of AmeriPro, Inc. ('the Provider')

This document contains our privacy policy, security measures, disclaimers, and other important information. Please take the time to read the entire User Agreement.

Please note that this User Agreement governs only the practices of HiTech. This User Agreement only pertains to your use of the Application. Wherever you see the HiTech Trainer logo, or the product titles of "Fitness Coach", "Fitness Tracker" on the screen, you are within the Application.

By registering for use of the Application, you certify that you have received consent from your physician to participate in the programs, workouts, and exercises to be provided by the Application. In addition, you agree to the following terms and conditions. The terms and conditions of this Agreement may be amended or modified at any time. This User Agreement, including any amendments or modifications will be accessible from the User Information area of the Application. This is not the case we need to allow them to do this our continued usage after such changes are posted constitutes acceptance of each revised provision of the Agreement. If you do not agree with the terms of this Agreement or any revised Agreement, please refrain from using the Application.

Monthly Fees I authorize AmeriPro to charge my credit card account or debit my bank account for my monthly fee. I understand that the fee will be applied to my account today and on my monthly anniversary date.

I understand and agree that AmeriPro has the right at anytime to modify these terms and conditions without notice. I understand and agree that either AmeriPro or I have the right to cancel this service at anytime. Upon cancellation, I understand that I will not be entitled to a full or prorated refund for a monthly subscription fee that has already been applied to my credit card or my bank account. I understand and agree that AmeriPro is not liable for any damages due to any error or misinformation that may be provided.

Privacy Policy Protecting your privacy is very important to HITECH. The HiTech programs are designed to personally tailor your interactive fitness and training experience to your interests, goals, and fitness level. In order to do this, we collect certain information about you through a Fitness Profile and from your use of the Application. When you use the Application, we want you to be secure with our policy on privacy because we realize that personal information regarding your health; fitness and training background is a very sensitive and confidential matter.

The statement below outlines our privacy program. From time to time, as we expand our services, we will update our privacy policy, but the underlying goal of protecting our users' privacy will remain. We also welcome your continuous input into these guidelines.

HITECH has created this privacy statement in order to demonstrate our firm commitment to privacy. The following discloses our information gathering and dissemination practices for the Application:

Use of Information HITECH collects three (3) types of information from users through use of the Application:

1. "Personal Demographic Information" Demographic Information is the basic user data (name, e-mail, birth date, ZIP or postal code, etc.) collected and stored by HiTech and transferred to the Provider (if not HiTech)
2. "Personal Fitness Profile" You generate a Fitness Profile the first time you use the application, and you can modify that Fitness Profile over time. It contains information about your fitness level, schedule, equipment, and other important variables.
3. "Personal Fitness Training Data" Fitness Training Data is the information and training records gathered over time from your use of the Application.

The following section covers use of specific user information by HITECH: 1. Use of Demographic Information. The application registration form requires you to submit Demographic Information. Demographic Information is collected by HITECH and either held by HiTech or transferred to the Provider. The Provider's use of the information is regulated by the user agreement or privacy policy of the Provider, and we are not responsible for the use of data by the Provider. We use Demographic Information primarily to customize our application for you, showing the content and information that is most pertinent to you. We use contact information from the Demographic Information to send you periodic e-mail newsletters that may contain offer of services and personalized motivational feedback regarding your fitness progress. **WE DO NOT SELL YOUR CONTACT INFORMATION TO THIRD PARTIES.** If you wish to remove your contact information from the Application, you may do so by contacting HiTech at cs@hitechtrainer.com .

2. Anonymous Use of Demographic Information. Demographic Information is shared with affiliates, partners and advertisers on an aggregate, or collective, basis **WITHOUT SHARING YOUR USER NAME OR CONTACT INFORMATION.**

3. Use of Fitness Profile and Fitness Training Data. HITECH stores and maintains all Fitness Profile and Fitness Training Data collected by the Application. HITECH reserves the right to use the data collected to aid in research and development of the Application. We reserve the right to the use of the data in an anonymous format in any way we deem responsible and correct (whether it be the sale, publishing, or any other use). HITECH also reserves the right to do as we see fit with findings based on the data collected. If you cancel your registration to the Application, your Fitness Profile and Fitness Training Data are maintained in a strictly anonymous fashion. We reserve the right to the Fitness Profile and Fitness Training Data and to the continued use of that data. Fitness Profile and Fitness Training Data are the property of HITECH.

4. Online Surveys. From time-to-time, you may find online surveys within the Application. Our online surveys may ask users or visitors for demographic information (like zip code or age). We may use data from our surveys to send information about our company and (with your permission) promotional material from some of our affiliates, partners, sponsors and advertisers.

5. Use of IP Addresses. An IP (Internet Protocol) address is your computer's Internet address. We use your IP address to help diagnose problems with our server, and to administer the Application. Your IP address is used to help identify you and to gather broad demographic and geographic information.

6. Login Session. The Application may use cookies to keep track of your login session. Cookies are small pieces of information stored on your hard drive, not within the Application. We use cookies to deliver content specific to your interests and to customize the content and/or layout of the Application for you.

7. Message Boards and Other Public Forums. Because our goal is to foster and cultivate an informed fitness community, we may offer the use of Message Boards and other Public Forums within the Application. Since these are public areas, any information you may disclose becomes public information. Please remember this, and use extreme care when disclosing your personal information. HITECH is not responsible or liable for the uses that others may make of information you provide on the Message Boards and the other Public Forums.

8. Links to Other Sites. The Application contains links to other sites. Our advertisers, Providers and/or affiliates may place cookies on your hard drive either directly or when you use a link provided within the Application. We cannot directly control what these cookies do or what our advertisers, providers and/or affiliates do. HITECH is not responsible for the privacy practices or the content of such Web sites. Our privacy practices may be different than those on other sites. Please make sure you familiarize yourself with the privacy practices of third party web sites before disclosing personal information to them. Any use of these third party web sites is at your own risk.

9. Use of Navigation Paths. We track everything a user does within the Application. The type of information we collect includes (but is not limited to) where a user goes within the Application, how long a user is using the Application, and what links a user chooses. We do this by recording Navigation Paths. For example, we may track the number of people who view each page to learn which features are the most popular. By collecting data in this way, we can generate anonymous reports based on a user's Navigation Path that can tell a provider or sponsor what users are doing within the Application and then can be used by our sponsors and providers for marketing purposes. The data collected will also be incorporated into a user profile that helps HITECH personalize and enhance your on-line experience.

10. Joint Registration. In some cases, registration for the Application is carried out through a joint registration process with the Provider. In this case, you should understand that your membership with the Provider is regulated entirely by the user agreement of the Provider. In a joint registration process, Demographic Information and/or Subscription Information is collected by HITECH and transferred subsequently to the Provider. In all cases, terminating membership with the Provider will result in the loss of your access to the Application.

Security While we strive to protect your personal information, we cannot ensure or warrant the security of any information that you transmit to us, or that you transmit from the Application, and you do so at your own risk. Once we receive your transmission, we take all reasonable efforts to ensure its security on our systems. Sometimes user data is not retrievable or is lost or damaged. In these instances, we will try to retrieve or restore the data but we cannot be held liable for data that is lost or damaged, not retrievable, altered or misused.

Children's Guidelines The Application is not directed to children under the age of eighteen (18), and HITECH makes its best efforts to prohibit registration by children under the age of eighteen (18). We will not knowingly collect personally identifiable information from children under the age of eighteen (18).

If a child identifies himself/herself through the registration process to be under the age of eighteen (18), HITECH will not knowingly allow the child to register for the Application or to have access to the Application.

The primary reason that HITECH does not allow children under the age of eighteen (18) to register for the Application is that we use the PAR-Q (Physical Activity Readiness Questionnaire) as a screening tool for determining whether or not an individual is physically fit to begin a program of physical activity. This questionnaire is one industry standard for assessing readiness for physical activity. The PAR-Q is not designed to assess activity readiness for individuals less than eighteen (18) years of age.

E-mail Communication to Users HITECH does not believe in SPAM (junk e-mail). We send two types of communication to our users:

1. Personalized feedback and motivational messages. These messages are sent to you automatically based upon your interaction with the Application. They will provide important information about your progress and recommend next steps.
2. General newsletters. HITECH will distribute newsletters periodically to provide general information and updates to all users of the Application. Both the feedback messages and general newsletters may also from time-to-time include special offers from HITECH and Providers. The messages are sent directly from and regulated by HITECH. You will not receive advertisements or offers directly from third parties other than your Provider.

Please note that canceling your subscription to the Application does not automatically remove you from our communication list. However, canceling your registration does remove you from the communication list. To cancel your registrations please email cs@hitechtrainer.com .

Sellers (Consultant) and Purchasers (Client) Hold Harmless and Indemnification Agreement You (the Purchasers) hereby warrants that you will indemnify and hold harmless Hitech Trainer Inc. hitechtrainer.com., known hereafter as ("the Sellers"), and its officers, directors, agents and employees. This indemnification and hold harmless warranty extends to Sellers, individually and separately, and, the corporation's successors, and subsidiaries, as against any and all claims, demands, actions, and causes of action, including personal injury, and all other liability whatsoever, including, but not limited to, costs, attorney's fees and/or judgments which arise out of the use of the Sellers weight management software programs and exercise and fitness software programs. You, as Purchaser(s) further warrant that you will hold harmless and indemnify the Sellers corporation, its agents, directors, officers, employees and individuals named in paragraph one of this Hold Harmless and Indemnification Agreement, against any and all claims for liability and/or damages, arising from any and all violation(s) of Codes, Statutes, Licensing Procedures, Licensure Examinations and/or Registration Requirements, of any such state(s), which govern the practice of dietetics and/or weight management and/or nutritional counseling and/or advise, whether known or unknown to the Purchaser(s) at the time of purchase and subsequent use with the public of the Sellers weight management software programs and exercise and fitness software and programs. Such indemnification includes, but is not limited to costs, attorney's fees, and damages, whether or not reduced to judgment and judgments which might arise from such claims, law suits, and/or administrative filings. The indemnification includes all costs and attorney fees incurred by the Sellers in the investigation and defense of any claim enumerated in paragraphs preceding prior to a determination of an exact date of an occurrence and/or incident and/or

violation upon which such alleged claims may be based. It is further understood and agreed by the Purchaser(s), that the consideration for this Indemnification and Hold Harmless Agreement, benefiting the Seller, its agents, directors, officers, employees and the individuals named in the paragraphs preceding is the weight management software content of the program.

Acceptance of the user agreement confirms that Purchaser(s) have agreed to be bound by the terms of the Indemnification and Hold Harmless Agreement and are contractually bound to indemnify the Sellers and its agents, directors, officers, employees and the individuals named in paragraphs preceding, and such obligation includes the responsibility to pay any and all costs and attorney's fees which may be incurred by the Buyer in defending its agents, directors, officers, employees and individuals named in the paragraphs preceding.

Correct/Update To change and modify any information you provided to us previously, please access that information by clicking on the "User Info" link from within the Application.

Requested Disclosure of Information In the future, HITECH may provide you the ability to communicate directly with health and fitness professionals through the Application. Upon your request, HITECH will transfer your Demographic Information, Fitness Profile, and Fitness Training Data to these professionals.

Disclosure of Information in Certain Circumstances HITECH may disclose a user's personal information in the following restricted cases: 1. Disclosure is required by law; 2. Violation of the User Agreement by a user; 3. Violation of the law by a user; 4. Disclosure is essential for the continued operation of the Application or our services.

Mailing Addresses From time to time, HITECH may send information about its services to the mailing addresses of users. Your mailing address or any updates to it may be released to organizations to which you already have voluntarily provided Demographic Information and who are HITECH Providers. We allow Provider organizations to download mailing addresses in order to contact members or subscribers; however, an organization has access only to its own member or subscriber list.

Contacting HITECH If you have any questions about the User Agreement, Privacy Policy, the practices of HITECH, or your dealings with the Application please contact your Provider or HITECH at cs@hitechtrainer.com .

Disclaimer HITECH requires that you consult with your physician before following any training instructions or nutritional guidelines you receive through the Application or participating in any event announced through the Application. HITECH is not a licensed medical care provider and represents that it has no expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on a medical condition. The Application is not a prescription system and is not intended to be a substitute for professional medical advice, diagnosis, or treatment. You should understand that when participating in any exercise or exercise program, there is the possibility of physical injury or death. Not all exercises are suitable for everyone. If you feel discomfort or pain, do not continue.

You should never disregard medical advice or delay in seeking it because of something you see or read in the Application. We are not responsible for any health problems that may result from training programs, products, or events you learn about through the Application.

If you engage in any exercise program you receive through the Application, you agree that you do so at your own risk, are voluntarily participating in these activities, assume all risk of injury to yourself, and agree to release and discharge HITECH from any and all claims or causes of action, known or unknown, arising out of HITECH's negligence. You agree to indemnify and hold harmless HITECH for any loss, liability, claim, damage, and expenses (including reasonable attorneys' fees) arising from or in connection with your use of the information or services you receive through the Application.

The information and services available on or through the Application and in e-mail messages sent to users come from a variety of sources. We do not actively monitor the content of the Application features, newsletters, e-mail messages, or other material available through the Application. Therefore, while we strive to bring you only the most helpful and accurate information, we cannot verify, endorse or vouch for the information, services or recommendations available through the Application. HITECH is not responsible for the accuracy, reliability, effectiveness, or correct use of information you receive through the Application. HITECH does not certify content or endorse any information supplied by other companies via the Application.

Your use of any Message Boards or Public Forums available via the Application is at your own risk. You are responsible for any information you disclose on these Message Boards or Public Forums and we cannot be held responsible or liable for the consequences of any use of these Message Boards or Public Forums.

We cannot be held responsible and cannot be held liable for data that is lost or damaged, not retrievable, altered or misused. We also cannot be held responsible and cannot be held liable for information that is lost or damaged, not retrievable, altered or misused by third parties.

PLEASE NOTE: HITECH reserves the right to refuse registration or membership at our discretion.

Guidelines for Users regarding E-mail One of the ways HITECH allows users to interact with other users of the Application is through e-mail. If you use this service, you agree to follow the accepted use policies that govern Internet e-mail, and refrain from using the service to transmit "spam" or other unwanted solicitations, or any material that is harassing, threatening, racially offensive, obscene, abusive, harmful, defamatory, invasive of another's privacy, infringing of another's intellectual property rights, or illegal.

You are solely responsible for everything contained in any e-mail you send. HITECH, in its sole discretion, may revoke your membership if it believes that you have violated the guidelines stated above. Users can be held legally liable for the contents of e-mail messages and may be held legally accountable if messages include, for example, defamatory comments or material protected by copyright, trademark, patent, or trade secret law without the permission of the author or owner.

The internal mail system of the Application is designed so that when a message is sent to you, the sender does not see your name or e-mail address. The sender only sees your username. However, the sender of a message is always identified, and the sender's return e-mail address is disclosed. (This policy promotes responsible use of the HITECH e-mail system and directs our users to the right source if they feel they are receiving inappropriate messages.) You should be aware that when you send a message you are disclosing your

identity and e-mail address, and any information you voluntarily disclose may be used by others to contact you directly.

Copyrights The Application and the e-mail messages you receive through use of the Application contain copyrighted material. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material. HITECH owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. Each third party content provider owns the copyright in content original to it. You may not modify, publish, transmit, display, participate in the transfer or sale, create derivative works, or in any way exploit the content available on or through the Application, except as otherwise expressly permitted under copyright law or with the express permission of HITECH and the copyright owner.

Goods and Services Advertised or Provided In some cases, we offer merchandise from our sponsors and partners through the Application. The information you supply to affect any purchase or transaction will be passed on from the Application to the supplier or retailer filling the order. The information we will pass on to the supplier or retailer processing or fulfilling your order will be what is needed to process the order and may include (but is not limited to) your name, address, phone number, and credit card information. The privacy policies of these other affiliates, sponsors or partners may differ from those of HITECH. You should familiarize yourself with the other affiliates, sponsors or partners policies regarding privacy before providing personal information.

HITECH is not responsible for any representations, warranties, terms, conditions, payment, or delivery of any goods or services sold or advertised through its affiliates, sponsors or partners. Certain retail transactions may appear to be processed by HITECH but are actually being processed and passed to e-commerce affiliates. The particular e-commerce affiliate, sponsor or partner will show up on the page where the products are pictured within the Application, and that affiliate, sponsor or partner will process the transaction. We are not processing or fulfilling the order.

User Responsibility We assume users of the Application will act responsibly and use the tools provided by HITECH in a law-abiding manner. If HITECH determines that any user is not using the Application responsibly, we can censor, edit or block transmissions or use of the Application.

Limitation of Liability HITECH and our affiliates, sponsors and Providers are neither responsible nor liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or other damages arising out of or relating in any way to the Application, related services and/or content, or information contained within the Application. Your sole remedy for dissatisfaction with the Application and/or related services is to stop using the Application and/or those services.

Indemnity You agree to defend, indemnify, and hold HITECH, its officers, directors, employees, Providers agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of the terms and conditions of this User Agreement.

General HITECH, in its sole discretion, may revoke the membership of those who violate its guidelines or this User Agreement. The laws of California shall govern this User Agreement.

Any action brought in connection with the User Agreement shall be filed within one year of the date of the alleged injury within the jurisdiction of the courts of California .