



## HYDROW LIMITED TERMS OF USE

**Effective Date:** February 1, 2021

We are Hydrow Limited, a corporation registered in the United Kingdom. Our [registration number is 12964808 and our registered office is at Zedra New Penderel House, 4th Floor, 283 - 288 High Holborn, London, WC1V 7HP, United Kingdom ("**Hydrow**", "**We**", "**Our**", "**Us**").

Hydrow provides the Hydrow Live Outdoor Reality Rower (LOR)<sup>™</sup> (the "**Hydrow Rower**") and a variety of other fitness products, services, content, and features through the Hydrow Rower, our website (www.hydrow.com) (the "**Website**"), the interface on tablets connected to Hydrow, our mobile device application (including Android and IOS applications) (the "**App**"), and through certain Hydrow-controlled social media pages (including Facebook, Instagram, Twitter and YouTube) (all such products, services, content and features collectively described herein as the "**Services**"). These Terms of Use (the "**Terms**") apply to all Services.

When you purchase products from Hydrow or register an account with Hydrow, you are entering into a contract with Hydrow, a corporation in the United States. You agree that your personal information will be processed by Hydrow in the United States and you acknowledge that your personal information is required to be transferred to the United States in order for us to process your order, provide the Services to and perform our contract with you.

BY CLICKING 'ACCEPT' WHEN PRESENTED WITH THESE TERMS, YOU ACCEPT, AND AGREE TO BE BOUND BY ALL OF THE PROVISIONS OF THESE TERMS, WHICH FORM A BINDING AGREEMENT BETWEEN YOU AND HYDROW. IF YOU DO NOT ACCEPT THESE TERMS, THEN YOU ARE NOT AUTHORIZED TO USE ANY OF HYDROW'S SERVICES.

THESE TERMS INCLUDE A RELEASE BY YOU OF CERTAIN POTENTIAL CLAIMS FOR DAMAGE AGAINST US THAT MAY ARISE OUT OF YOUR USE OF THE SERVICES. BY USING ANY OF THE SERVICES, YOU AGREE TO THESE PROVISIONS.

For purposes of these Terms, the user of the Services shall herein be addressed as *you* and *your*. If you use the Services on behalf of a company, organization, or other entity, then (a) (except where the context requires otherwise) you includes you and that entity, and (b) you confirm that you are an authorized representative of that entity with the authority to bind that entity to these Terms, and that you agree to these Terms on that entity's behalf, and (c) your entity is legally and financially responsible for your use of the Services as well as for the use of your account by others affiliated with your entity, including any employees, agents, or contractors.

Please review the following carefully so that you understand these Terms. These Terms describe your responsibilities, Hydrow's liability, and the liability of third parties related to the Services. All users of Hydrow's Services must accept and comply with the terms and conditions set forth in these Terms. If you do not wish to be bound by these Terms, you may not access or use the Services. Certain portions of the Services may be subject to additional terms and conditions as notified by us and/or agreed by you (where applicable) from time to time; your use of those portions of the Services is subject to those additional terms and conditions. If you have any questions regarding these Terms, please contact us via email at [support@hydrow.com](mailto:support@hydrow.com).

### 1. ACCOUNT REGISTRATION

To register an account on the Services (an "Account"), you must be at least 18 years of age and must agree to these Terms. If you are at least 13 but under the age of majority in your jurisdiction, your parent or guardian must agree to these Terms on your behalf before you use the Services. You do not need to create an Account to visit the public pages of the Services; however, you do need an Account to enjoy full access to Hydrow's Services and must enter into a subscription agreement for access to our live and on-demand rows, workouts, content, and features ("Subscription") and purchase certain physical products via the Services (the "Products").

You may create an Account by completing the registration process set forth on the Website or App. You are responsible for providing and maintaining accurate contact information, including your name, email, address, phone number, and payment information. You may access, edit, and update your Account information at any time through the Service's account management feature. You are solely responsible for any activity on your Account and for maintaining the confidentiality and security of your password. We are not liable for any acts or



omissions by you in connection with your Account. You must immediately notify us at [privacy@hydrow.com](mailto:privacy@hydrow.com) if you know or have any reason to suspect that your Account or password have been stolen, misappropriated or otherwise compromised, or in case of any actual or suspected unauthorized use of your Account.

## 2. ORDERS FOR PRODUCTS AND/OR SERVICES

- 2.1. **Payment.** The Services may permit you to purchase certain Products and Subscriptions. You acknowledge and agree that all information you provide with regards to a purchase of Products or Subscriptions, including, without limitation, credit card, PayPal, or other payment information, is accurate, current and complete. You confirm that you have the legal right to use the payment method you provide to us or our payment processor, including, without limitation, any credit card you provide when completing a transaction. We reserve the right, with or without prior notice, to (a) discontinue, modify, or limit the available quantity of, any Products or Subscriptions, (b) (where we have legitimate legal or compliance concerns) refuse to allow any user to purchase any Products or Subscription or deliver such Products to a user or a user-designated address, and (c) (where we are unable to fulfil an order, for example because a Product is out of stock) cancel any order placed through the Services without liability. When you purchase Products, you (a) agree to pay the price for such Products as set forth in the Services, including all applicable shipping and handling charges and all applicable taxes in connection with your purchase (the "**Full Purchase Amount**"), and (b) authorize us to charge your credit card or other payment method for the Full Purchase Amount. We will refund you in the event we cancel your order after charging your credit card or other payment method. The Services may allow you to purchase Products and designate them to be delivered or provided at a future date. In such instances, you acknowledge and agree that we may charge your credit card or other payment method for the Full Purchase Amount on the date of purchase, rather than on the ultimate date of delivery or provision of the applicable Product. Unless otherwise noted, all currency references are in British Pounds (GBP). All fees and charges are payable in accordance with payment terms in effect at the time the fee or the charge becomes payable. Payment can be made by credit card, debit card, or through PayPal or other means that we may make available. Orders will not be processed until payment has been received in full, and any holds on your account by PayPal or any other payment processor are solely your responsibility. If you fail to pay the Full Purchase Amount (or any amount thereof) by the required date – and, once we have notified you of that failure, you again fail to pay within a reasonable period after such notification – we may terminate your access to any applicable Services.
- 2.2. **Promotional Codes.** We may from time to time offer certain promotional codes, referral codes, discount codes, coupon codes or similar offers ("**Promotional Codes**") that may be redeemed for discounts on future Products, Subscriptions, or other features or benefits related to the Services, subject to any additional terms that Hydrow establishes. You agree that Promotional Codes: (a) must be used in a lawful manner; (b) must be used for the intended audience and purpose; (c) may not be duplicated, sold or transferred in any manner, or made publicly available by you (whether posted to a public forum, coupon collecting service, or otherwise), unless expressly permitted by Hydrow; (d) may, in the circumstances described in the applicable additional terms, be disabled; (e) may only be used pursuant to the specific additional terms (if any) that Hydrow establishes for such Promotional Codes; (f) are not valid for cash or other credits or points; (g) are not valid for prior purchases and may not be applied retroactively; and (h) may expire prior to your use.
- 2.3. **Gift Cards.** Digital gift cards containing stored money value, may be offered by us for the purchase of Products or Subscriptions ("**Gift Cards**"). You acknowledge that Hydrow does not make any specific warranties – beyond the rights you are entitled to under law – with respect to your Gift Card balance and is not responsible for any unauthorized access to, or alteration, theft, or destruction of a Gift Card or Gift Card code that results from any action by you or a third party. You also acknowledge that we may suspend or prohibit use of your Gift Card if your Gift Card or Gift Card code has been reported lost or stolen, or if we believe your Gift Card balance is being used suspiciously, fraudulently, or in an otherwise unauthorized manner. If your Gift Card code stops working, contact us and we will issue you a replacement Gift Card code if we determine and validate your gift card purchase. By purchasing a Gift Card, you confirm to Hydrow that your possession and use of the Gift Card, and the possession and use of the Gift Card by any person you permit to possess or use the Gift Card, will in each case comply with these Terms and all applicable laws, rules and regulations, and you will not use, or permit any other person to use, any Gift Card in any manner that is misleading, deceptive, unfair or otherwise harmful to consumers. Gift Cards cannot be used to purchase other gift cards, resold, used for the purchase of Products outside of the Services, used for unauthorized marketing, sweepstakes,



advertising, or other promotional purposes, redeemed for more than face value, transferred for value, redeemed for cash, or returned for a cash refund (except to the extent required by law). Gift Cards do not expire, and Hydrow will not assess a service fee or dormancy fee with respect to a Gift Card.

- 2.4. Changes and Pricing. We may, at any time, revise or change the pricing, availability, specifications, descriptions or features of any Products that are available for purchase on our Website. Any changes that impact any Products that you have already purchased will be made in accordance with section 17 (General Provisions). While we attempt to ensure that the images of Products on our Website are as accurate as possible, there may be slight discrepancies in terms of the actual Product you receive (for example in terms of colour shading), however these will not affect the functionality of the Product.
- 2.5. The inclusion of any Product for purchase through the Services at a particular time does not imply or mean that a particular Product will be available at any other time. We reserve the right to change prices for Products displayed on the Services at any time, and to correct pricing errors that may inadvertently occur (and to cancel any orders in our sole discretion that were purchased with pricing errors). All such changes shall be effective immediately upon posting of such new prices for the Products to the Services or (in the case of cancellation for a pricing error as described above, upon notification to you).
- 2.6. Order Acceptance; Shipment. Once we receive your order for a Product, we will provide you with an order confirmation. Your receipt of an order confirmation, however, does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell; we are simply confirming that we received your order. Your order has been accepted by us when we send you an email confirming that your order has been accepted. If we cancel an order after you have already been billed, then we will refund the billed amount. Title and risk of loss for any purchases of physical products pass to you upon delivery to you or the person designated by you. We reserve the right to ship partial orders (at no additional cost to you), and notwithstanding anything to the contrary in Section 3.1, the portion of any order that is partially shipped may be charged at the time of shipment. All orders are shipped using one of our third party couriers. Online tracking may be available at our courier's website (for example, UPS, Fedex, etc.), though we make no promises regarding its availability because it is not under our control. While deliveries may be scheduled for a specified arrival, we cannot guarantee delivery by any specific date or time.
- 2.7. Return, Refund and Exchange Policy. Hydrow's return policy can be found [here](#).
- 2.8. Manufacturer's Warranty and Disclaimers. The terms of our Home Use Warranty are posted [here](#).
- 2.9. No Delivery to Children. In furtherance of our policy of not collecting personal information from persons under the age of 13, you are not allowed to give Hydrow the personal information of any persons under the age of 13 for delivery or shipping purposes or any other reason.

### **3. SUBSCRIPTIONS AND FREE TRIALS**

- 3.1. Subscription Payment. Without limiting the terms of Section 1, if you subscribe to any of our paid Services, you agree that (a) we may collect and, through either our third-party payment processor or through the applicable app store, store and continue billing your payment method (e.g. credit card) to avoid interruption of the Services, and (b) we may calculate taxes payable by you based on the billing information that you provide us at the time of purchase. We reserve the right to change our subscription plans or adjust pricing for the Services in any manner. Except as otherwise provided in these Terms or required by applicable law, any price changes or changes to your subscription plan will take effect following reasonable (i.e. no less than 30 days) notice to you. If you do not agree to the change, you may cancel your subscription by notifying us of your intention to cancel in accordance with section 3.2, at any time prior to the change taking effect (and you will not be charged any increased subscription fee before cancellation takes effect). You must provide us (or our designated third-party payment provider) with an accurate and valid credit card or other payment information upon agreeing to subscribe for a paid Service, and shall timely provide updated payment information in the event any information you previously provided becomes invalid or incomplete. All subscriptions are payable in accordance with payment terms in effect at the time the subscription becomes payable. Subscriptions will not be processed until payment has been received in full, and any holds on your account by any other payment processor are solely your responsibility.



3.2. Subscription Renewals and Cancellations. You agree that if you purchase a subscription, your subscription will automatically renew at the subscription period frequency referenced on your subscription page (or if not designated, then monthly), and your payment method will automatically be charged at the start of each new subscription period for the fees and taxes applicable to that period. To avoid future subscription charges, you must cancel your subscription at least one (1) day before the subscription period renewal date by sending us an email at support@hydrow.com that (i) includes your full name and Account information, (ii) identifies the Services to which you are subscribed, and (iii) unequivocally indicates that you desire to terminate such subscription. All updates made to your subscription in accordance with section 3.2 shall be effective on the last day of the billing period during which you submitted the cancellation request. Except as stated otherwise in these Terms, Hydrow does not offer prorated refunds for cancelled subscriptions. To cancel your App subscription, you must request cancellation through the app store from which you signed up for the subscription (e.g., the Apple App Store or Google Play).

3.3. No Subscription Refunds. Except as expressly set forth in these Terms or required by applicable law, payments in respect of any subscriptions to the Services are nonrefundable and there are no credits for partially used periods.

Following any cancellation by you in accordance with Section 3.2, however, you will continue to have access to the paid Services through the end of the subscription period for which payment has already been made.

3.4. Free Trials. If we permit you to sign up for a trial for the paid portion of or any subscription to the Services, your trial period starts on the day you enroll in such trial and lasts for the number of days indicated on the trial sign-up page. You may cancel your trial at any time until the last day of your trial by following the cancellation procedures outlined in Section 3.2 (other than the requirement that you cancel your subscription at least one (1) day before the subscription period renewal date). If you timely cancel your trial, you acknowledge and agree that we may delete all of your content or data associated with your trial at the end of such trial period. If you do not timely cancel your trial in accordance with these Terms and, you acknowledge that you will be charged, and authorize us to charge the credit card or other payment information you provided, the Product or subscription amount set forth on the trial enrollment page in respect of your right to continue to use the paid Services during the then-subscription period. If your trial is converted into a paid subscription, you may cancel such subscription in accordance with Section 3.2 of these Terms.

#### **4. COMMUNITY**

Hydrow is building a community, consisting of both online and in-person interactions. The community is a positive, supportive group of individuals. We expect each member to treat each other member with respect. By using the Services, you agree to behave respectfully towards other community members. We reserve the right to pause or terminate your community membership or your Account if you fail to treat other members with respect.

#### **5. AGE REQUIREMENT**

Use of the Products by anyone under the age of thirteen (13) is not permitted. Minors that are at least 13 and can safely fit the dimensions of the Hydrow Rower may use the Products, provided that (a) they and their parent/guardian have signed a Hydrow waiver and release, (which can be obtained from Hydrow Member Services upon request), and (b) their parent/guardian is present at all times. The Services are intended for use by users who are eighteen (18) years of age or older. Access to, or use of the Services by anyone under eighteen (18) without the express permission of their parent or legal guardian is unauthorized, unlicensed, and in violation of these Terms. By using the Services you confirm that you are 18 or older, or that your parent or guardian has registered an Account and has expressly given you permission to use the Services and that you agree to abide by these Terms.

#### **6. ACCOUNT SECURITY**

You are the sole authorized user of your user Account. You are responsible for maintaining the confidentiality of any password and Account number provided by you or Hydrow for accessing the Services. You are solely and fully responsible for all activities that occur under your password or Account. Hydrow has no control over the use of your or any user's Account and expressly disclaims any liability derived therefrom. Should you suspect that any unauthorized party may be using your password or Account, or you suspect any other breach of security, you will



cease all use and notify Hydrow immediately by emailing [privacy@hydrow.com](mailto:privacy@hydrow.com).

## **7. LICENSE TO USE THE SERVICES**

Subject to your compliance with these Terms, you have the right to download and install the App, and to access and use the Services solely on devices that you own or control, subject to the terms and conditions set forth herein solely for your personal use. Except as set out in section 17 (General Provisions), you may not transfer this right to any other person. The right granted in this section 7 is limited to the intellectual property rights in the App and the Services and does not include any rights to other patents or intellectual property. We reserve any and all rights not expressly granted to you pursuant to these Terms.

## **8. USE CONDITIONS AND RESTRICTIONS**

You agree that: (i) you will not use the Services if you are not fully able and legally competent to agree to these Terms; (ii) you will only use the Services for lawful purposes; (iii) you will not use the Services for sending or storing any unlawful material, for fraudulent purposes, or to engage in any illegal, offensive, indecent, or objectionable conduct; (iv) you will not use the Services to advertise, solicit, or transmit unsolicited commercial email; (v) you will not use the Services to cause nuisance, annoyance, or inconvenience; (vi) you will not impair the proper operation of the Services; (vii) you will not try to harm the Services in any way whatsoever; (viii) except as permitted by law (including as set out below), you will not copy or distribute the Services, or other content without written permission from Hydrow; (ix) you will only use the Services for your own use and will not resell the Services to a third party; (x) you will keep your Account login information secure and confidential; and (xi) you will provide us with whatever proof of identity we may reasonably request in order to verify that you are the Account holder.

You agree to protect the Services, and their proprietary content, information, and other materials from any unauthorized access or use, and you agree that you will not use the Services or such proprietary content, information, or other materials except as expressly permitted herein or expressly authorized in writing by Hydrow. Except as specifically permitted herein or expressly authorized in writing by Hydrow, you agree that you will not directly or indirectly: (i) distribute, sell, assign, encumber, transfer, rent, lease, loan, sublicense, modify, time-share, or otherwise exploit the Services in any unauthorized manner, including but not limited to by trespass or burdening network capacity; (ii) copy, reproduce, adapt, create derivative works of, translate, localize, port, or otherwise modify the Services, any updates, or any part thereof in any form or manner or by any means; (iii) harvest or scrape any content or data from the Services, or (iv) permit any third party to engage in any of the acts described in clauses (i)-(iii).

You further understand and agree that, except as set out below and without limiting the specific rights to copy, decompile and observe, study or test software that you have under law, you are not permitted to: (i) remove or alter any copyright or other proprietary rights' notice, or restrictive rights legend contained or included in the Services; (ii) decompile, disassemble, reverse compile, reverse assemble, reverse translate, or otherwise reverse engineer any part of the Services, any updates, or any part thereof (except as, and only to the extent any foregoing restriction is prohibited by applicable law, or to the extent as may be permitted by the licensing terms governing the use of any open sourced components included with the Services); (iii) use any means to discover the source code of any portion of the Services; or (iv) otherwise circumvent any functionality that controls access to or otherwise protects the Services. Any attempt to do any of the foregoing is a violation of the rights of Hydrow and its licensors. If you breach these restrictions, you may be subject to prosecution and damages. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame, or otherwise infringe or violate the rights of any other party, and that Hydrow is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive or illegal messages, or transmissions that you may receive as a result of using the Services.

## **9. THIRD-PARTY SERVICES AND MATERIALS**

Certain Services may display, include, or make available content; data; information; applications; or materials from third parties ("**Third-Party Materials**"), or provide links to certain third-party websites. By using the Services, you acknowledge and agree that Hydrow is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect of such



Third-Party Materials or websites. Hydrow does not endorse, and does not assume, and will not have any liability or responsibility to you, or any other person, for any third-party Services, Third-Party Materials or websites, or any other materials, products, or services of third parties. Third-Party Materials and links to other websites are provided solely as a convenience to you. In addition, third-party services and Third-Party Materials that may be accessed from, displayed on, or linked to, from the Services are not available in all languages or in all countries. Hydrow does not promise that any third-party services and Third-Party Materials are appropriate or available for use in any particular location. To the extent you choose to access such services or Third-Party Materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including, but not limited to applicable local laws.

## 10. YOUR CONTENT

As a condition of your use of the Services, you give Hydrow the right to (anywhere in the world and without the payment of any royalties or other amounts) use, reproduce, transmit, display, publish, distribute, modify and adapt, and create a derivative work from any content that you post, upload, publish, submit, or transmit to be made available through the Services ("**Your Content**"). For purposes of these Terms, content shall mean text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided, or otherwise made available through the Services and shall include without limitation Your Content.

You hereby waive any so-called *moral rights*, or rights of publicity in Your Content. By posting or submitting Your Content through the Services, including any publicly accessible blog, comments, or community forum that we may make available (collectively forums), you confirm: (a) that you own or otherwise control all of the rights to Your Content, including without limitation all copyrights; (b) that Your Content is accurate; and (c) that use of Your Content does not violate these Terms, the Privacy Policy, or all applicable laws, rules, and regulations and will not cause injury to any person or entity. You acknowledge that you (and not Hydrow) are responsible for the accuracy and suitability of Your Content, and for the consequences of sharing it using the Services, and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. To the full extent permitted by law, we make no promises (including representations, warranties, or guarantees) with respect to any content that you access on or through the Services, and we take no responsibility and assume no liability for any content or materials submitted or posted through the Services, including in the forums, by you or any third party. You can remove Your Content by deleting it. However, in certain instances, some of Your Content (such as posts or comments you make) may not be completely removed and copies of Your Content may continue to exist on the Services. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of Your Content. We reserve the right to remove any content, materials, or submission that we determine, in our sole discretion, violates any law or right of any person, infringes the rights of any person, or is otherwise inappropriate for posting on the Services.

Any and all (i) suggestions for correction, change and modification to the Services, and other feedback (including but not limited to quotations of written or oral feedback), information, and reports provided to Hydrow by you (collectively "**Feedback**"), and all (ii) improvements, updates, modifications, or enhancements, whether made, created or developed by Hydrow or otherwise relating to the Services (collectively "**Revisions**"), are and will remain the property of Hydrow. You acknowledge and expressly agree that any contribution of Feedback or Revisions does not and will not give or grant you any right, title, or interest in the Services or in any such Feedback or Revisions. All Feedback and Revisions become the sole and exclusive property of Hydrow, and Hydrow may use and disclose Feedback and/or Revisions in any manner and for any purpose whatsoever, without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to Hydrow any and all right, title, and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights, and any and all other intellectual property right) that you may have in, and to any and all, Feedback and Revisions. At Hydrow's request, you will execute any document, registration, or filing required to give effect to the foregoing assignment.

## 11. INTELLECTUAL PROPERTY

- 11.1. Ownership of the Services. The Services and their content, including their *look and feel* (e.g., text, graphics, images, logos), proprietary content, information, and other materials, are protected under intellectual property,



copyright, trademark, and other laws. You acknowledge and agree that Hydrow and/or its licensors own all right, title, and interest in and to the Services (including without limitation any and all patent, copyright, trade secret, trademark, show-how, know-how, and any and all other intellectual property rights therein or related thereto) and you agree not to take any action(s) inconsistent with such ownership interests. You do not acquire any rights or licenses under any of Hydrow's (or its licensors') patents, patent applications, copyrights, trade secrets, trademarks, or other intellectual property rights on account of these Terms. All rights not expressly granted in these Terms are reserved.

- 11.2. Ownership of Trademarks. The Hydrow name, logos, and affiliated properties, designs, and marks, are the exclusive property of Hydrow, whether registered or unregistered, and may not be used in connection with any product or service that is not ours, or in any manner that is likely to cause confusion as to our endorsement, affiliation, or sponsorship of any person, product, or service.
- 11.3. Ownership of Feedback. We Feedback. You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title or interest in the Services or in any such Feedback. All Feedback becomes the sole and exclusive property of Hydrow, and Hydrow may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or payment to you. You hereby assign to Hydrow any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback.

## 12. **DISCLAIMER OF WARRANTIES; SAFETY WARNING**

You are solely responsible for your interactions with other users of the Services. Except as set out in these Terms and without limiting certain statutory rights that you have under law, the Services (including any third-party materials or software included in the Services) are provided to you on an "as is" and "as available" basis. While Hydrow uses reasonable efforts to maintain the availability of the Services, Hydrow does not promise that (a) the Services will meet your specific requirements, (b) the operation of the Services will be uninterrupted or virus- or error-free, or (c) that (except as stated otherwise by Hydrow, e.g. on our Website) the Services will operate or be compatible with any other application or any particular system or device. To the extent that you allow other persons to view content via the Services (or otherwise use the Services) on your device, you are responsible for informing that person of disclaimers and warnings set out in these Terms.

You should consult your physician or general practitioner where appropriate, before beginning to use the Services for any physical activity. The Services are designed for educational and entertainment purposes only. You should not rely on the Services, or any information contained therein, as a substitute for professional medical advice

## 13. **LIMITATION OF LIABILITY**

We don't exclude or restrict (including in the provisions below) our liability in any way that would be unlawful, including our liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

Subject to the above:

- We are not responsible for loss or damage resulting from your use of the Services that is not 'foreseeable'. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you agree to these Terms, both you and we are aware that it might occur.
- The Services are provided for personal, non-commercial use only. We have no liability for any loss of profit, loss of business, loss of contract, business interruption, or loss of business opportunity in connection with your use of the Services.
- Where our Services consist of digital content and – due to our failure to use reasonable care and skill – that content damages a device or other digital content belonging to you, we will either repair the damage or compensate you. However, we will not be responsible for any damage that you could have avoided either by applying a free update or by following our installation instructions or minimum system requirements (where applicable and notified to you).
- You agree that Hydrow's total liability to you for all claims that you may raise against Hydrow (together) shall not exceed the amount paid by you to Hydrow for the Services in the twelve (12) months preceding the date on



which your first claim(s) arose.

#### 14. NOTICES OF COPYRIGHT INFRINGEMENT

If properly notified that any materials infringe a third party's copyright, Hydrow reserves the right to remove such materials from the Services, including in accordance with applicable laws which are applicable in other jurisdictions. In addition, we may, in our sole discretion, terminate the Accounts of repeat copyright infringers.

Anyone who believes that his or her work has been reproduced on the Services in a manner which constitutes copyright infringement may submit a notification to Hydrow Limited, Zedra New Penderel House, 4th Floor, 283 - 288 High Holborn, London, WC1V 7HP, United Kingdom, Attn: Copyright Notice, or by email to [privacy@hydrow.com](mailto:privacy@hydrow.com). It is Hydrow's policy, in appropriate circumstances and at its discretion, to disable or terminate the Accounts of users who repeatedly infringe copyrights or intellectual property rights of others.

If you believe that any of Your Content that was removed (or to which access was disabled) after Hydrow received a notice of copyright infringement is not actually infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use such content, you may send a counter-notice containing all of the following information to Hydrow (at the addresses above).

#### 15. GOVERNING LAW AND DISPUTES

If you have any comments, questions or concerns, or would like to make a complaint, you can contact us at [support@hydrow.com](mailto:support@hydrow.com).

In the event of any dispute which you are not able to resolve by contacting us, you can bring legal proceedings in the English courts (or your local courts, if you live in Scotland or Northern Ireland).

These Terms, and your relationship with Hydrow under this Agreement, shall be governed by the laws of England and Wales. However, if you are based outside England and Wales, the additional consumer rights and protections you are entitled to under the laws of the country in which you are based will also apply.

#### 16. SMS Messaging and Phone Calls.

If you elect to receive marketing text messages from us, either via the Services or by sending a text message indicating your consent, you are providing your prior express written consent to receive recurring marketing or promotional SMS text messages from us (each, a "**Text Message**") sent through an automatic telephone dialing system. These may include cart reminder messages. Message frequency varies. This service is optional and is not a condition for purchase. You can opt out of receiving any further Text Messages from us at any time by replying "STOP" to any Text Message you receive from us. For help, reply "HELP" to any Text Message you receive from us or email [textsupport@wunderkind.co](mailto:textsupport@wunderkind.co).

In addition to any fee of which you are notified, your mobile provider's message and data rates may apply to our confirmation Text Message and all subsequent Text Message correspondence according to your individual rate plan provided by your wireless carrier. Please consult your mobile service carrier's pricing plan to determine the charges for browsing data and sending and receiving Text Messages. Under no circumstances will we or our affiliates be responsible for any SMS messaging or wireless charges incurred by you or by a person that has access to your wireless device or telephone number. If your carrier does not permit SMS messages, you may not receive the Text Messages.

Neither we nor the wireless carriers (such as T-Mobile) will be liable for any delays in the receipt of, or failure to deliver, any Text Messages, as delivery is subject to effective transmission from your network operator. Text Message services are provided on an "AS IS" basis. Data obtained from you in connection with any Text Message services may include your cell phone number, your provider's name and the date, time and content of your text messages. We may use this information in accordance with our Privacy Policy to contact you and to provide the services you request from us. For more information on how we use telephone numbers, please read our Privacy Policy.

If you change or deactivate the phone number you provided, you have an affirmative obligation to update your



account information and the phone number(s) attached to your account to prevent us from inadvertently communicating with anyone who acquires any phone number(s) previously attributed to you, and any new phone number(s) you attach to your account may receive our standard marketing Text Messages in accordance with your opt-in consent unless and until you also unsubscribe via the above procedures.

## 17. GENERAL PROVISIONS

**Severability.** If any provision in these Terms these Terms is held to be invalid or unenforceable, the other parts of these Terms will still apply.

**Modifications.** We may modify these Terms and the Services you have already purchased or subscribed to, from time to time upon providing reasonable notice to you. Modifications will be effective on the date set out in the notification. Your continued access or use of the Services after the modifications have become effective will be deemed your acceptance of the modified Terms. If you do not agree with the modifications to the Terms, then you may exercise your rights to stop using the Services, cancel your Subscription and delete your Account (as applicable) prior to the modifications taking effect. Any modifications will not be retrospective (i.e. they will only apply from the date stated in the notification and will not affect Services received or purchased during the period prior to that date).

**Term and Termination of these Terms.** These Terms shall begin on the date you first use the Services and shall continue as long as you have an Account with Hydrow and/or continue to use the Services. If you breach any of the terms of these Terms, all licenses granted by Hydrow, including permission to use the Services, will terminate automatically. Additionally, Hydrow may suspend, disable, or delete your Account and/or the Services (or any part of the foregoing) with or without notice, for any or no reason.

**Effect of Termination: Account Deletion.** Upon termination of these Terms, all licenses granted to you by Hydrow will terminate. If Hydrow deletes your Account for any suspected breach of these Terms by you, you are prohibited from re-registering for the Services under a different name. For clarity, if you cancel your Account or it is terminated for any reason, you will lose access to all live and on-demand classes and any other Content or features provided through the Services. Hydrow, in its sole discretion, may make available a very limited amount of Content or features to non-subscribers from time to time, and any use of that Content is governed by these Terms. In the event of Account deletion for any reason, Hydrow may, but (subject to our Privacy Policy) is not obligated to, delete any of Your Content. Upon termination, all sections which by their nature should survive the termination of these Terms shall continue in full force and effect, including without limitation the following: Sections 10 (Your Content), 11 (Intellectual Property), 12 (Disclaimer of Warranties; Safety Warning), 13 (Limitation of Liability), 15 (Governing Law and Disputes), and 17 (General Provisions). Termination will not limit any rights which you or Hydrow have obtained prior to termination.

**Injunctive Relief.** You agree that a breach of these Terms will cause irreparable injury to Hydrow for which monetary damages would not be an adequate remedy, and in such event, Hydrow shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.

**Entire Agreement.** The following legal documents, as well as any policies or procedures that are posted to our Website from time to time, also apply to your use of the Services: Privacy Policy, and Warranty. In the event of a conflict between any policies or procedures posted on the Services and these Terms, these Terms shall control. These Terms represent the entire understanding between Hydrow and you regarding the Services and Content and supersede all prior agreements and understandings regarding the same.

**Miscellaneous.** Hydrow may transfer its rights and obligations under these Terms to another organisation, in which case Hydrow will notify you and the transfer will not affect your rights under these Terms. You may only transfer your rights or obligations under these Terms to another person if Hydrow agrees to this in writing, however Hydrow will only refuse agreement if there are reasonable reasons for doing so (for example, if providing Services to the transferee might place Hydrow in breach of law). In the event either you or we fail to perform any term and the other does not immediately take action to enforce that term (e.g. by complaining or writing a notice), this failure to enforce will not prevent that term from being enforced at a later date, or prevent any other term from being enforced (for example, if you miss a Subscription payment and Hydrow continues to provide the Services, Hydrow may still



require the payment at a later date). Nothing contained in these Terms entitles either you or us to act as the agent or representative of the other. In the event that either you or we are prevented from performing, or are unable to perform, any of our obligations under these Terms due to any cause beyond your or our reasonable control, you or we (as applicable) will not be liable for the failure or delay in performance, however if our failure or delay means you are unable to receive the Services for 30 days or more then you may exercise your rights to stop using the Services, cancel your Subscription and delete your Account (as applicable) in accordance with section 3.2 (and you will be entitled to a prorated refund for the period in which you were unable to use the Services). The headings and captions contained in these Terms will not be considered to be part of the Terms and are for convenience only. You and Hydrow agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or construction of these Terms. These Terms are between you and us and no other person shall have any rights to enforce them.

Contact Us. You may contact [Hydrow's Member Services](#) team regarding the Services by email at support@hydrow.com, directly through the Hydrow console, or by phone at 0808 168 1032.