

SARAS SUBSCRIPTION AGREEMENT

Terms and Conditions for the SARAS Fitness Application

Effective Date: January 18, 2026

IMPORTANT: PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SUBSCRIBING TO THE SARAS SERVICE. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER (SECTION 16) THAT AFFECT YOUR LEGAL RIGHTS. BY SUBSCRIBING, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT.

HEALTH DISCLAIMER: THE SARAS SERVICE IS NOT A MEDICAL DEVICE AND DOES NOT PROVIDE MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. CONSULT A QUALIFIED HEALTHCARE PROVIDER BEFORE BEGINNING ANY FITNESS OR NUTRITION PROGRAM. SEE SECTION 8 FOR IMPORTANT HEALTH AND SAFETY INFORMATION.

1. DEFINITIONS

“**Account**” means your registered user account for the Service.

“**Agreement**” means this Subscription Agreement, including any amendments, addenda, or policies incorporated by reference.

“**App**” means the SARAS mobile application available for download on the Apple App Store and Google Play Store.

“**Founders Tier**” means the special Subscription Tier available exclusively to Subscribers who enroll prior to the Launch Date, as described in Section 5.

“**Founders Rate**” means the special fixed monthly subscription rate of \$9.99 offered exclusively to Founders Tier Subscribers, as set forth in Section 5.

“**Launch Date**” means the date on which the Service becomes generally available to the public, as determined and announced by SARAS in its sole discretion.

“**SARAS,**” “**we,**” “**us,**” or “**our**” means SARAS Fitness, LLC, a Texas limited liability company.

“**Service**” means the SARAS AI-powered fitness platform, including the App, Website, and all related features, content, and functionality.

“**Subscriber,**” “**you,**” or “**your**” means the individual who subscribes to and uses the Service.

“**Subscription**” means your paid access to the Service under the terms of this Agreement.

“**Subscription Fee**” means the recurring fee charged for your Subscription, as set forth in Section 4.

“**Subscription Period**” means the monthly or annual period for which you have paid the applicable Subscription Fee.

“**Subscription Tier**” means the level of Service (Basic, Premium, or Founders) selected by the Subscriber.

“**User Content**” means any data, information, or content you provide to the Service, including but not limited to personal health information, fitness data, meal logs, workout routines, biometric and physiological data, goals, and preferences.

“**Website**” means SARAS.com and any successor or related websites operated by SARAS.

2. AGREEMENT TO TERMS

2.1 Acceptance. By creating an Account, subscribing to the Service, downloading or using the App, or clicking “I Agree,” “Subscribe,” or a similar button, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not agree to all terms and conditions of this Agreement, you may not access or use the Service.

2.2 Capacity. You represent and warrant that you are at least eighteen (18) years of age and have the legal capacity to enter into this Agreement. The Service is not intended for use by individuals under eighteen (18) years of age. If you are under eighteen (18), you may not subscribe to or use the Service.

2.3 Incorporation of Other Terms. This Agreement incorporates by reference our Website Terms of Service, Privacy Policy, and Cookie Policy, each as amended from time to time. In the event of a conflict between this Agreement and the Website Terms of Service, this Agreement shall control with respect to your Subscription and use of the Service.

2.4 Modifications. SARAS reserves the right to modify this Agreement at any time, including but not limited to modifications to Subscription Tier features, pricing, billing terms, and service descriptions. We will notify you of material changes by posting the updated Agreement on the Website or App and updating the “Effective Date.” SARAS may update these terms periodically as the Service evolves. Your continued use of the Service after such changes constitutes acceptance of the modified Agreement. If you do not agree to any modification, your sole remedy is to cancel your Subscription as provided in Section 7.

3. DESCRIPTION OF SERVICE

3.1 Overview. SARAS is an AI-powered fitness platform that provides personalized guidance to help users achieve their fitness and wellness goals. The Service uses artificial intelligence to analyze User Content and provide recommendations related to workouts, exercises, nutrition, and other fitness-related matters.

3.2 AI-Driven Service. The Service is purely AI-driven and does not involve human coaches, trainers, nutritionists, or healthcare providers. All recommendations, guidance, and feedback provided through the Service are generated by artificial intelligence algorithms based on User Content and general fitness principles.

3.3 Subscription Tiers. The Service is offered in the following Subscription Tiers: **(a) Basic Tier.**

The Basic Tier provides access to fitness and workout-related features, including:

- AI-generated personalized workout plans and exercise recommendations

- Fitness tracking and progress monitoring
- Exercise form guidance and workout scheduling

(b) Premium Tier. The Premium Tier includes all Basic Tier features plus nutritional and dietary-related features, including:

- AI-generated personalized nutrition plans and dietary recommendations
- Meal planning, calorie tracking, and macronutrient analysis
- Recipe suggestions and food logging capabilities

(c) Founders Tier. The Founders Tier is a special early adopter tier available exclusively to Subscribers who enroll prior to the Launch Date. Founders Tier Subscribers receive access to all Premium Tier features at the Founders Rate, as more fully described in Section 5.

3.4 Third-Party Integrations. The Service may integrate with third-party applications, services, or devices (e.g., Apple Health, Google Fit, fitness trackers, or nutrition databases). Such integrations are provided for convenience and are subject to the terms and conditions of the applicable third-party providers. SARAS is not responsible for the availability, accuracy, or functionality of third-party integrations. Some third-party integrations may require additional fees or separate agreements with the third-party provider.

3.5 Modifications to Service. SARAS reserves the right to modify, suspend, or discontinue any aspect of the Service at any time, with or without notice. We may add, remove, or modify features, functionality, or content. While we will endeavor to provide advance notice of material changes, we are not obligated to do so.

3.6 Subscription Tier Updates. SARAS reserves the right to periodically update, modify, or redefine the features, functionality, and content included in each Subscription Tier. Updates to Subscription Tier descriptions will be posted on the Website and App. Such updates do not affect the pricing terms applicable to Founders Tier Subscribers under Section 5. No specific feature or functionality is guaranteed to remain available indefinitely.

4. SUBSCRIPTION FEES AND PAYMENT

4.1 Subscription Fees. Access to the Service requires payment of the applicable Subscription Fee. Current Subscription Fees are posted on the Website and App. Fees are quoted in U.S. dollars unless otherwise specified.

4.2 Billing Cycles. Subscriptions are offered on the following billing cycles:

- **Monthly:** Billed on the same date each month (or the last day of the month if the billing date does not exist in a given month).
- **Annual:** Billed once per year on the anniversary of your initial subscription date.

4.3 Payment Methods. Subscription Fees may be processed through Stripe or other third-party payment processors, as well as through the Apple App Store or Google Play Store where applicable. You agree to maintain valid payment information and authorize SARAS (or its payment processors) to charge your designated payment method for all Subscription Fees and applicable taxes.

4.4 Automatic Renewal.

YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW AT THE END OF EACH SUBSCRIPTION PERIOD UNLESS YOU CANCEL BEFORE THE START OF THE NEXT SUBSCRIPTION PERIOD. Upon renewal, your payment method will be automatically charged the then-current Subscription Fee for your Subscription Tier. You may cancel automatic renewal at any time as provided in Section 7. You authorize SARAS and its payment processors to store and charge your payment method on an off-session basis for recurring Subscription Fees.

4.5 Price Changes. SARAS reserves the right to change Subscription Fees at any time. Price changes will take effect at the start of your next Subscription Period following notice of the change. If you do not agree to a price change, you may cancel your Subscription before the new price takes effect. Continued use of the Service after a price change constitutes acceptance of the new price. Founders Tier Subscribers are not subject to price increases as long as they maintain continuous subscription status as provided in Section 5.

4.6 Taxes. Subscription Fees are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities. You are responsible for paying all such taxes, levies, or duties, excluding only taxes based on SARAS's net income.

4.7 Failed Payments. If any payment fails, we may suspend or terminate your access to the Service until

payment is received. We may reattempt to process payment using the payment method on file. You remain responsible for any uncollected amounts.

5. FOUNDERS TIER PROGRAM

5.1 Eligibility. Subscribers who create an Account and enroll in the Founders Tier prior to the Launch Date (“Founders”) are eligible for the benefits described in this Section 5.

5.2 Founders Tier Enrollment and Pricing. (a) Reservation Fee. To secure a position in the Founders Tier prior to the Launch Date, Subscribers will be charged a one-time reservation fee of \$1.00 (“Reservation Fee”). The Reservation Fee is a commitment fee and does not provide access to the Service prior to the Launch Date. The Reservation Fee is non-refundable and secures the Subscriber’s eligibility for the Founders Rate upon full product release. (b) Founders Rate. Upon the Launch Date, Founders Tier Subscribers will be charged the Founders Rate of \$9.99 per month (“Founders Rate”). The Founders Rate is a special fixed monthly Subscription Fee that is lower than the standard Premium Tier Subscription Fee and will not be available to Subscribers who enroll after the Launch Date.

5.3 Premium Tier Access. Founders Tier Subscribers will receive access to all Premium Tier features at the Founders Rate, regardless of standard Premium Tier pricing. Founders are grandfathered into the Premium Tier at the Founders Rate for as long as they maintain continuous subscription status as provided in Section 5.5.

5.4 New Features. Founders Tier Subscribers are entitled to access all new features, functionality, and enhancements added to the Premium Tier at no additional cost beyond the Founders Rate, for as long as they maintain continuous subscription status. This benefit applies to features developed and released by SARAS as part of the Service. Third-party integrations, add-ons, or services that require separate licensing or fees from third-party providers may require additional payment.

5.5 Continuous Subscription Requirement. Founders Tier benefits, including the Founders Rate, Premium Tier access, and new feature entitlements, are contingent upon maintaining a continuous, uninterrupted Subscription. If a Founders Tier Subscriber cancels their Subscription for any reason, or if their Subscription is terminated due to non-payment or breach of this Agreement, they will permanently forfeit all Founders Tier benefits and will not be eligible to re-enroll in the Founders Tier. Upon re-subscription, former Founders Tier Subscribers will be treated as standard Subscribers and will be required to pay the then-current standard Subscription Fees for the applicable Subscription Tier.

5.6 Non-Transferable. Founders Tier status and benefits are personal to the original Subscriber, non-transferable, and may not be assigned, sold, or shared with any other person or entity.

6. AUTOMATIC RENEWAL DISCLOSURES (CALIFORNIA RESIDENTS)

In accordance with California Business and Professions Code §17600 et seq., SARAS provides the following disclosures to California residents:

6.1 Automatic Renewal Terms. Your Subscription will automatically renew for successive Subscription Periods (monthly or annual, as applicable) at the then-current Subscription Fee unless you cancel before the start of the next Subscription Period.

6.2 Cancellation Policy. You may cancel your Subscription at any time through your Account settings in the App, through the Apple App Store or Google Play Store subscription management settings, or by contacting us at sarasfit.help@gmail.com. To avoid being charged for the next Subscription Period, you must cancel before the renewal date.

6.3 Current Fees. Current Subscription Fees are displayed on the Website and App at the time of enrollment and in your Account settings.

6.4 Acknowledgment. By subscribing to the Service, you acknowledge that you have read and understand these automatic renewal terms and consent to the automatic renewal and billing provisions described herein.

7. CANCELLATION AND TERMINATION

7.1 Cancellation by Subscriber. You may cancel your Subscription at any time through any of the following methods:

- Through your Account settings in the App
- Through customer support for subscriptions purchased via the SARAS website prior to the Launch Date
- By contacting us at sarasfit.help@gmail.com

7.2 Effect of Cancellation. Upon cancellation, your Subscription will remain active until the end of your current Subscription Period. You will not be charged for subsequent Subscription Periods. After your current Subscription Period ends, your access to paid features of the Service will terminate.

7.3 No Refunds.

ALL SUBSCRIPTION FEES ARE NON-REFUNDABLE. If you cancel your Subscription, you will not receive a refund or credit for any unused portion of your current Subscription Period, any Subscription Fees already charged, or any partial Subscription Periods. This no-refund policy applies regardless of the reason for cancellation, except where a refund is required by applicable law. By subscribing, you expressly agree to this no-refund policy and acknowledge that you forfeit any fees paid for the remainder of your Subscription Period upon cancellation.

7.4 Termination by SARAS. SARAS may suspend or terminate your Subscription and access to the Service immediately, without prior notice or liability, for any reason, including but not limited to:

- Breach of any term or condition of this Agreement
- Failure to pay Subscription Fees when due
- Fraudulent, illegal, or abusive conduct
- Providing false or misleading information
- At our sole discretion for any other reason

7.5 Effect of Termination by SARAS. If SARAS terminates your Subscription for cause (breach, non payment, fraud, etc.), you will not be entitled to any refund. If SARAS terminates your Subscription without cause, you may be entitled to a pro-rata refund of prepaid Subscription Fees for the unused portion of your current Subscription Period, at SARAS's sole discretion.

7.6 Data Retention. Upon termination or expiration of your Subscription, we may retain your Account information and User Content for a reasonable period in accordance with our Privacy Policy and applicable law. You may request deletion of your data as provided in our Privacy Policy.

7.7 Survival. The following sections shall survive termination or expiration of this Agreement: Sections 1, 7.3, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23.

8. HEALTH AND MEDICAL DISCLAIMER

PLEASE READ THIS SECTION CAREFULLY. IT CONTAINS IMPORTANT LIMITATIONS REGARDING THE NATURE OF THE SERVICE.

8.1 Not Medical Advice. THE SERVICE IS NOT INTENDED TO PROVIDE MEDICAL ADVICE,

DIAGNOSIS, TREATMENT, OR PROFESSIONAL HEALTHCARE SERVICES. THE SERVICE IS FOR GENERAL INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY. NOTHING PROVIDED THROUGH THE SERVICE SHOULD BE CONSTRUED AS MEDICAL ADVICE OR A SUBSTITUTE FOR PROFESSIONAL MEDICAL CARE.

8.2 Not a Medical Device. The Service, including the App, is not a medical device and has not been evaluated, cleared, or approved by the U.S. Food and Drug Administration (FDA) or any other regulatory authority. The Service is not intended to diagnose, treat, cure, or prevent any disease or medical condition.

8.3 Consult a Healthcare Provider. BEFORE BEGINNING ANY FITNESS PROGRAM, CHANGING YOUR DIET, TAKING ANY NUTRITIONAL SUPPLEMENTS, OR MAKING ANY OTHER CHANGES RELATED TO YOUR HEALTH OR WELLNESS, YOU SHOULD CONSULT WITH A QUALIFIED PHYSICIAN OR HEALTHCARE PROVIDER. This is especially important if you:

- Have any pre-existing medical condition or chronic illness
- Are pregnant, nursing, or planning to become pregnant
- Are taking any medications (prescription or over-the-counter)
- Have a history of heart disease, high blood pressure, diabetes, or other cardiovascular conditions •
Have a history of eating disorders or disordered eating
- Have any orthopedic or musculoskeletal conditions or injuries
- Have any mental health conditions
- Are over the age of 65 or have been physically inactive

8.4 No Healthcare Provider Relationship. Use of the Service does not create a physician-patient, therapist-client, or any other healthcare provider relationship between you and SARAS. SARAS is not a healthcare provider, and the Service does not involve interaction with licensed healthcare professionals.

8.5 AI Limitations. The Service uses artificial intelligence to provide recommendations. AI-generated recommendations are based on algorithms and the information you provide, which may be incomplete, inaccurate, or out of date. AI recommendations are not a substitute for professional judgment and may not be appropriate for your individual circumstances, health status, or fitness level.

8.6 Assumption of Risk. YOU ACKNOWLEDGE AND AGREE THAT PARTICIPATION IN ANY FITNESS OR EXERCISE PROGRAM INVOLVES INHERENT RISKS OF PHYSICAL INJURY, INCLUDING BUT NOT LIMITED TO MUSCLE STRAINS, SPRAINS, FRACTURES, CARDIOVASCULAR EVENTS, AND IN RARE CASES, DEATH. YOU VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH YOUR USE OF THE SERVICE AND PARTICIPATION IN ANY FITNESS ACTIVITIES, WHETHER OR NOT RECOMMENDED BY THE SERVICE.

8.7 Stop If You Experience Problems. If you experience any pain, discomfort, dizziness, shortness of breath, chest pain, nausea, or any other symptoms during exercise or as a result of following any guidance from the Service, you should stop immediately and seek medical attention. Do not disregard professional medical advice or delay seeking treatment because of information obtained through the Service.

8.8 No Nutrition or Dietary Advice. Any meal plans, nutritional guidance, or dietary information provided through the Service is for general informational purposes only and does not constitute advice from a registered dietitian, nutritionist, or healthcare provider. Dietary needs vary significantly based on individual health conditions, medications, allergies, and other factors. Consult a qualified healthcare provider or registered dietitian before making significant changes to your diet.

8.9 Your Responsibility. You are solely responsible for your health and safety. You are responsible for determining whether any recommendation, exercise, or information provided through the Service is appropriate for you based on your individual circumstances. SARAS is not responsible for any injury, illness, or adverse health outcome resulting from your use of the Service.

9. USER CONTENT AND DATA

9.1 User Content. You may provide User Content to the Service, including personal information such as height, weight, age, gender, fitness goals, workout routines, biometric and physiological data, exercise logs, meal information, dietary preferences, and other health and fitness-related data. You represent and warrant that you have the right to provide such User Content and that it is accurate and complete to the best of your knowledge.

9.2 License to User Content. By providing User Content, you grant SARAS a non-exclusive, worldwide, royalty-free, sublicensable, and transferable license to use, reproduce, modify, adapt, process, and display your User Content solely for the purpose of providing, improving, and developing the Service.

9.3 Anonymized and Aggregated Data. You agree that SARAS may use, collect, and analyze anonymized and aggregated data derived from User Content to improve the Service, develop new features, train and enhance our AI algorithms, conduct research, and for other lawful business purposes. Such anonymized and aggregated data will not personally identify you.

9.4 Accuracy of Information. The quality and accuracy of the Service's recommendations depend on the accuracy of the User Content you provide. You are responsible for ensuring that your User Content is accurate, current, and complete. SARAS is not liable for any recommendations or outcomes based on inaccurate, incomplete, or outdated User Content.

9.5 Privacy. Our collection, use, and protection of your personal information is governed by our Privacy Policy, which is incorporated into this Agreement by reference. By using the Service, you consent to our data practices as described in the Privacy Policy.

10. ACCEPTABLE USE

10.1 Compliance. You agree to use the Service only for lawful purposes and in accordance with this Agreement. You agree not to:

- Use the Service for any illegal or unauthorized purpose
- Provide false, misleading, or inaccurate information to the Service
- Share your Account credentials with any other person
- Attempt to access another user's Account or data
- Use automated systems, bots, or scripts to access the Service
- Reverse engineer, decompile, or disassemble any aspect of the Service
- Interfere with or disrupt the integrity or performance of the Service
- Attempt to circumvent any security measures or access controls
- Use the Service to transmit viruses, malware, or other harmful code
- Resell, sublicense, or commercially exploit the Service without authorization
- Use the Service in any manner that could damage, disable, or impair the Service

10.2 Account Security. You are responsible for maintaining the confidentiality of your Account credentials and for all activities that occur under your Account. You agree to notify us immediately of any unauthorized use of your Account.

11. INTELLECTUAL PROPERTY

11.1 SARAS Ownership. The Service, including the App, Website, and all content, features, functionality, software, code, algorithms, designs, graphics, text, images, logos, trademarks, and other materials (collectively, “SARAS Content”), are owned by SARAS or its licensors and are protected by copyright, trademark, patent, trade secret, and other intellectual property laws. Except for the limited license granted in this Agreement, SARAS reserves all rights in and to the SARAS Content.

11.2 Limited License. Subject to your compliance with this Agreement, SARAS grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service for your personal, non-commercial use during the term of your Subscription. This license does not include the right to: (a) modify, copy, or create derivative works of the Service or SARAS Content; (b) sell, resell, license, or distribute the Service; (c) publicly display or perform the SARAS Content; or (d) use the Service for any commercial purpose.

11.3 Feedback. If you provide SARAS with any feedback, suggestions, or ideas regarding the Service (“Feedback”), you hereby assign to SARAS all right, title, and interest in and to such Feedback, and SARAS may use, implement, and exploit such Feedback without restriction or compensation to you.

12. DISCLAIMER OF WARRANTIES

12.1 AS-IS BASIS. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SARAS DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO:

- IMPLIED WARRANTIES OF MERCHANTABILITY
- FITNESS FOR A PARTICULAR PURPOSE
- TITLE AND NON-INFRINGEMENT
- ACCURACY, RELIABILITY, OR COMPLETENESS OF ANY CONTENT • UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OPERATION • THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS • THAT ANY DEFECTS WILL BE CORRECTED
- THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS

12.2 NO GUARANTEE OF RESULTS. SARAS DOES NOT WARRANT OR GUARANTEE ANY SPECIFIC RESULTS FROM YOUR USE OF THE SERVICE. RESULTS MAY VARY BASED ON INDIVIDUAL EFFORT, ADHERENCE, PHYSICAL CONDITION, AND OTHER FACTORS. ANY TESTIMONIALS, EXAMPLES, OR RESULTS REFERENCED ARE NOT GUARANTEES THAT YOU WILL ACHIEVE SIMILAR RESULTS.

12.3 NO UPTIME GUARANTEE. SARAS DOES NOT GUARANTEE THAT THE SERVICE WILL BE AVAILABLE AT ALL TIMES OR THAT ACCESS WILL BE UNINTERRUPTED. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. SARAS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

13. LIMITATION OF LIABILITY

13.1 EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SARAS, ITS OFFICERS, DIRECTORS, MEMBERS,

MANAGERS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, OR ASSIGNS BE LIABLE FOR ANY:

- INDIRECT DAMAGES
- INCIDENTAL DAMAGES
- SPECIAL DAMAGES
- CONSEQUENTIAL DAMAGES
- PUNITIVE OR EXEMPLARY DAMAGES
- LOSS OF PROFITS, REVENUE, OR BUSINESS
- LOSS OF DATA OR USE
- LOSS OF GOODWILL
- PERSONAL INJURY OR PROPERTY DAMAGE
- ANY OTHER INTANGIBLE LOSSES

ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, YOUR USE OF (OR INABILITY TO USE) THE SERVICE, ANY CONTENT OR RECOMMENDATIONS PROVIDED THROUGH THE SERVICE, ANY CONDUCT OR CONTENT OF THIRD PARTIES, OR ANY UNAUTHORIZED ACCESS TO OR USE OF YOUR ACCOUNT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF SARAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 CAP ON LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SARAS'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL SUBSCRIPTION FEES PAID BY YOU TO SARAS IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) TWO HUNDRED FIFTY DOLLARS (\$250.00).

13.3 ESSENTIAL BASIS. YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY AND DISCLAIMERS OF WARRANTIES SET FORTH IN THIS AGREEMENT ARE ESSENTIAL ELEMENTS OF THE BARGAIN BETWEEN YOU AND SARAS, AND THAT SARAS WOULD NOT OFFER THE SERVICE WITHOUT THESE LIMITATIONS.

13.4 Jurisdictional Limitations. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, SARAS'S LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

14. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless SARAS and its officers, directors, members, managers, employees, agents, affiliates, successors, and assigns from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and costs) arising from or related to:

- Your use of the Service
- Your breach of this Agreement

- Your violation of any law or regulation
- Your violation of any third-party right, including intellectual property, privacy, or publicity rights • Any User Content you provide
- Any injury, illness, or damage to yourself or any third party resulting from your use of the Service or participation in any fitness activities
- Any claim that your use of the Service caused damage to a third party

SARAS reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify SARAS, and you agree to cooperate with our defense of such claims.

15. GOVERNING LAW

This Agreement and any dispute arising out of or related to this Agreement or the Service shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

16. DISPUTE RESOLUTION AND ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY TRIAL.

16.1 Informal Resolution. Before initiating any arbitration or legal proceeding, you agree to first contact SARAS at legal@saras.com and attempt to resolve any dispute informally for at least thirty (30) days. If the dispute cannot be resolved within thirty (30) days, either party may proceed to arbitration as set forth below.

16.2 Binding Arbitration. Any dispute, claim, or controversy arising out of or relating to this Agreement or your use of the Service that cannot be resolved informally shall be resolved exclusively by binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Consumer Arbitration Rules then in effect. The arbitration shall be conducted in Tarrant County, Texas. The arbitrator shall have exclusive authority to resolve all disputes, including the scope, enforceability, and arbitrability of this arbitration provision. The arbitrator’s decision shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

16.3 Arbitration Fees. If you initiate arbitration, your arbitration filing fees will be limited to the filing fee set forth in the AAA Consumer Arbitration Rules (currently \$225 for claims under \$75,000). SARAS will pay any additional AAA administrative fees.

16.4 CLASS ACTION WAIVER. YOU AND SARAS AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS AND MAY NOT PRESIDE OVER ANY FORM OF CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. IF THIS CLASS ACTION WAIVER IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION SHALL BE NULL AND VOID.

16.5 JURY TRIAL WAIVER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AND SARAS WAIVE ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

16.6 Exceptions. Notwithstanding the foregoing, either party may bring an individual action in small

claims court (if the claim qualifies) or seek injunctive or other equitable relief in a court of competent jurisdiction in Tarrant County, Texas, to prevent the actual or threatened infringement, misappropriation, or violation of intellectual property rights or confidential information.

16.7 Opt-Out Right. You may opt out of this arbitration agreement by sending written notice to legal@saras.com within thirty (30) days of first accepting this Agreement. Your notice must include your full name, Account email address, mailing address, and a clear statement that you wish to opt out of the arbitration agreement. If you opt out, the Governing Law and Venue provisions (Section 17) shall apply to any disputes.

17. VENUE

For any disputes not subject to arbitration (including if you have validly opted out of arbitration), you agree to submit to the exclusive jurisdiction of the state and federal courts located in Tarrant County, Texas, and you waive any objection to venue or personal jurisdiction in such courts.

18. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court or arbitrator of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. The remaining provisions shall continue in full force and effect, and the invalid, illegal, or unenforceable provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving its original intent.

19. WAIVER

No waiver of any term or condition of this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition. Any failure by SARAS to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision.

20. ENTIRE AGREEMENT

This Agreement, together with the Privacy Policy, Cookie Policy, and Website Terms of Service, constitutes the entire agreement between you and SARAS regarding your Subscription and use of the Service and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the subject matter hereof.

21. ASSIGNMENT

You may not assign, transfer, or sublicense any of your rights or obligations under this Agreement without SARAS's prior written consent. SARAS may freely assign, transfer, or sublicense this Agreement, in whole or in part, without restriction. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their successors, and permitted assigns.

22. FORCE MAJEURE

SARAS shall not be liable for any failure or delay in performing its obligations under this Agreement where such failure or delay results from any cause beyond our reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, civil unrest, government actions, embargoes, fire, floods, accidents, pandemics, epidemics, strikes, labor disputes, power outages, telecommunications failures, internet service provider failures, or third-party service disruptions.

23. NOTICES

SARAS may provide notices to you by email to the address associated with your Account, by posting on the App or Website, or by other reasonable means. You are responsible for keeping your contact

information current. Notices to SARAS must be sent to:

SARAS Fitness, LLC Attn: Legal Department 4604 Alexandra Drive Colleyville, TX 76034

Email: sarasfit.help@gmail.com

24. CONTACT INFORMATION

If you have any questions about this Agreement or the Service, please contact us:

General Support: sarasfit.help@gmail.com

Legal Inquiries: sarasfit.help@gmail.com

Mailing Address:

SARAS Fitness, LLC 4604 Alexandra Drive Colleyville, TX 76034

ACKNOWLEDGMENT

BY CLICKING “I AGREE,” “SUBSCRIBE,” OR A SIMILAR BUTTON, OR BY ACCESSING OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THIS AGREEMENT CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN YOU AND SARAS Fitness, LLC.