

Website Terms of Service

Last Updated: January 18, 2026

Please read these Terms of Service (“Terms”) carefully before using the **SARAS.com** website (the “Website”) operated by **SARAS Fitness, LLC** (“SARAS,” “we,” “us,” or “our”), a Texas limited liability company. These Terms contain important information regarding limitations of our liability, dispute resolution procedures, and govern your access to and use of the Website.

BY ACCESSING OR USING THE WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS, OUR PRIVACY POLICY, AND OUR COOKIE POLICY, WHICH ARE INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE WEBSITE.

Agreement to Terms

These Terms constitute a legally binding agreement between you and SARAS. By accessing or using the Website, you represent and warrant that you have the legal capacity to enter into these Terms. If you are accessing or using the Website on behalf of a company or other legal entity, you represent that you have the authority to bind that entity to these Terms.

Presale and Future Services

Certain purchases made through the Website may constitute early access, presale, or reservation of future services that are not yet available. By making such a purchase, you acknowledge that access to SARAS services may be provided at a later date and that no specific launch date or feature set is guaranteed unless expressly stated otherwise.

Eligibility

The Website is intended for users who are at least 18 years of age. By using the Website, you represent and warrant that you are at least 18 years old and have the legal capacity to enter into a binding agreement. If you are under 18, you may only use the Website with the involvement and consent of a parent or legal guardian.

We do not knowingly collect personal information from children under 13. If you are under 13, please do not use the Website or provide any information to us.

Privacy Policy and Cookie Policy

Your use of the Website is also governed by our [Privacy Policy](#) and [Cookie Policy](#), which describe how we collect, use, and protect your personal information. By using the Website, you consent to the collection and use of your information as described in those policies.

We respect your privacy rights under applicable state and federal laws. For information about your rights regarding your personal data, including the right to opt out of the sale or sharing of your personal information and the right to opt out of targeted advertising, please see our Privacy Policy.

Transparency in Coverage: Machine Readable Files

The Transparency in Coverage Rule requires health insurers and group health plans to make Machine Readable Files (MRFs) publicly accessible. SARAS complies with applicable laws regarding MRFs and will provide access to such files as required by law. Links to applicable MRFs, if any, will be posted on the Website.

SMS/Text Messaging Terms

Consent to Receive Messages: By opting into SMS communications from a web form, mobile application, or other medium, you expressly consent to receive SMS and text messages from SARAS at

the phone number you provide. These messages may include:

- Appointment scheduling and reminders
- Service-related notifications and updates
- Billing and payment information
- Promotional messages and special offers
- Instructions and informational content

Message Frequency: Message frequency varies based on your interactions with us and the services you use.

Costs: Standard message and data rates may apply depending on your mobile carrier and plan. SARAS is not responsible for any fees charged by your carrier.

Opting Out: You may opt out of receiving SMS messages at any time by replying STOP to any message. After opting out, you will receive a confirmation message and will no longer receive SMS messages from us unless you re-subscribe. Opting out of SMS messages does not affect messages sent prior to your opt out request.

Help: For assistance with SMS messaging, reply HELP to any message or contact us at the information provided below.

Carrier Disclaimer: SARAS is not liable for delayed or undelivered messages. Delivery is subject to effective transmission by your mobile carrier. Carriers are not liable for delayed or undelivered messages.

Consent Not Required for Purchase: Consent to receive SMS messages is not a condition of purchasing any goods or services from SARAS.

User Accounts

Some features of the Website may require you to create an account. If you create an account, you agree to:

- Provide accurate, current, and complete information during registration
- Maintain and promptly update your account information
- Maintain the security and confidentiality of your login credentials
- Accept responsibility for all activities that occur under your account
- Notify us immediately of any unauthorized use of your account

We reserve the right to suspend or terminate your account at any time for any reason, including violation of these Terms.

Prohibited Uses

You agree to use the Website only for lawful purposes and in compliance with these Terms. You agree not to:

- Impersonate or misrepresent your affiliation with SARAS or any other person or entity •
Send unsolicited advertising, spam, junk mail, chain letters, or similar materials
- Engage in conduct that restricts or inhibits others' use or enjoyment of the Website or that may harm SARAS or other users
- Use the Website in any manner that could disable, overburden, damage, or impair its operation or

interfere with any other party's use

- Use any automated system, including robots, spiders, scrapers, or offline readers, to access or monitor the Website without our prior written permission
- Introduce any viruses, trojan horses, worms, logic bombs, or other malicious or technologically harmful material
- Attempt to gain unauthorized access to any portion of the Website, other accounts, computer systems, or networks connected to the Website
- Use the Website for any illegal purpose or in violation of any local, state, national, or international law
- Harvest, collect, or store personal information about other users without their consent
- Use the Website to transmit any material that is defamatory, obscene, fraudulent, or otherwise objectionable

Intellectual Property

All content on the Website, including but not limited to text, graphics, logos, images, audio clips, video clips, data compilations, and software, is the property of SARAS or its content suppliers and is protected by United States and international copyright, trademark, and other intellectual property laws.

You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any content on the Website without our prior written consent, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials
- You may store files that are automatically cached by your web browser for display enhancement purposes
- You may print or download one copy of a reasonable number of pages for your own personal, non-commercial use

Digital Millennium Copyright Act (DMCA) Notice

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible on the Website, please notify our designated copyright agent. Your notice must include:

1. A physical or electronic signature of the copyright owner or a person authorized to act on their behalf
2. Identification of the copyrighted work claimed to have been infringed
3. Identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material (such as the URL)
4. Your contact information, including address, telephone number, and email address
5. A statement that you have a good faith belief that use of the material is not authorized by the copyright owner, its agent, or the law
6. A statement, made under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the copyright owner

DMCA Agent Contact Information:

SARAS Fitness, LLC Attn: Legal Department / DMCA Agent 4604 Alexandra Drive Colleyville, TX 76034 Email: sarasfit.help@gmail.com Phone: (817) 528-5269

Counter-Notification: If you believe that material you posted was removed or disabled by mistake or misidentification, you may submit a counter-notification to our DMCA Agent containing: (1) your physical or electronic signature; (2) identification of the material that was removed and the location where it appeared before removal; (3) a statement under penalty of perjury that you have a good faith belief the material was removed by mistake or misidentification; and (4) your name, address, and telephone number, and a statement that you consent to the jurisdiction of the federal courts in Tarrant County, Texas.

Links to Third-Party Websites

The Website may contain links to third-party websites or services that are not owned or controlled by SARAS. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You acknowledge and agree that SARAS shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services.

We strongly advise you to read the terms of service and privacy policies of any third-party websites or services that you visit.

Disclaimer of Warranties

THE WEBSITE AND ALL CONTENT, MATERIALS, INFORMATION, AND SERVICES PROVIDED ON THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

TO THE FULLEST EXTENT PERMITTED BY LAW, SARAS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT. SARAS DOES NOT WARRANT THAT THE WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

SARAS MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, OR TIMELINESS OF ANY CONTENT ON THE WEBSITE. ANY RELIANCE ON SUCH CONTENT IS AT YOUR OWN RISK.

Fitness and Medical Disclaimer

SARAS does not provide medical advice, diagnosis, or treatment. Any fitness, training, wellness, or health-related information made available through the Website or through any current or future SARAS services is provided for informational and educational purposes only and is not a substitute for professional medical advice, diagnosis, or treatment.

You should always consult with a qualified healthcare professional before beginning any exercise program or making any changes to your health or fitness routine. Your use of any information provided by SARAS is solely at your own risk.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SARAS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, OR ASSIGNS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL,

OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH:

- YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE WEBSITE • ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE WEBSITE • ANY CONTENT OBTAINED FROM THE WEBSITE
- UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT

IN NO EVENT SHALL SARAS'S TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THE WEBSITE OR THESE TERMS EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID TO SARAS, IF ANY, IN THE TWELVE (12) MONTHS PRIOR TO THE CLAIM, OR (B) ONE HUNDRED DOLLARS (\$100.00).

THE LIMITATIONS OF LIABILITY SET FORTH ABOVE SHALL NOT APPLY TO LIABILITY RESULTING FROM SARAS'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Indemnification

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

- Your use of and access to the Website
- Your violation of any provision of these Terms
- Your violation of any third-party right, including any intellectual property, privacy, or proprietary right
- Any claim that your use of the Website caused damage to a third party

This indemnification obligation will survive the termination of these Terms and your use of the Website.

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.

Informal Resolution: Before initiating any arbitration or court proceeding, you agree to first contact us at legal@saras.com and attempt to resolve any dispute informally. If we are unable to resolve the dispute within thirty (30) days, either party may proceed as set forth below.

Binding Arbitration: Any dispute, claim, or controversy arising out of or relating to these Terms or your use of the Website that cannot be resolved informally shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules. The arbitration shall be conducted in Tarrant County, Texas, unless you and SARAS agree otherwise. The arbitrator's decision shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

Arbitration Fees: If you initiate arbitration, your arbitration fees will be limited to the filing fee set forth in the AAA Consumer Arbitration Rules. SARAS will pay any additional AAA fees.

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, OR REPRESENTATIVE ACTION. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT PRESIDE OVER ANY FORM OF CLASS OR REPRESENTATIVE PROCEEDING.

Exceptions: Notwithstanding the foregoing, either party may bring an individual action in small claims court or seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement of intellectual property rights.

Opt-Out: You may opt out of this arbitration agreement by sending written notice to legal@saras.com within thirty (30) days of first accepting these Terms. Your notice must include your name, address, and a clear statement that you wish to opt out of the arbitration agreement.

Governing Law and Venue

These Terms and any dispute arising out of or related to these Terms or the Website shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law provisions.

For any disputes not subject to 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 in such courts.

Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of these Terms, and these Terms shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The remaining provisions shall continue in full force and effect.

Waiver

No waiver of any term or condition of these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

Entire Agreement

These Terms, together with our Privacy Policy and Cookie Policy, constitute the entire agreement between you and SARAS regarding the use of the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

Assignment

You may not assign or transfer these Terms or any of your rights or obligations hereunder without our prior written consent. SARAS may assign or transfer these Terms, in whole or in part, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

Force Majeure

SARAS shall not be liable for any failure or delay in performing its obligations under these Terms 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, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials.

Changes to Terms of Service

SARAS reserves the right to modify, amend, or update these Terms at any time in our sole discretion. If we make material changes to these Terms, we will notify you by posting the updated Terms on the Website and updating the “Last Updated” date. Your continued use of the Website after any such changes constitutes your acceptance of the new Terms.

We encourage you to review these Terms periodically for any changes. Changes are effective immediately upon posting to the Website.

Notice to California Residents

Under California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

For information about your privacy rights under the California Consumer Privacy Act (CCPA) and California Privacy Rights Act (CPRA), please see our Privacy Policy.

Accessibility

SARAS is committed to making the Website accessible to all users, including those with disabilities. If you have difficulty accessing any content, feature, or functionality of the Website, please contact us at accessibility@saras.com, and we will work to provide the information or service you need through an alternative communication method.

Contact Us

If you have any questions about these Terms of Service, please contact us:

Email: sarasfit.help@gmail.com

Mail:

SARAS Fitness, LLC 4604 Alexandra Drive Colleyville, TX 76034

Phone: (817) 528-5269