

# **ONELIFE FITNESS TERMS OF USE**

Effective: June 1, 2026

These Terms of Use (“Terms”) govern your access to and use of the websites, mobile applications, online accounts, and other digital properties (collectively, the “Digital Properties”) operated by US Fitness Holdings, LLC (d/b/a Onelife Fitness) and its affiliated companies (“Onelife Fitness,” “we,” “our,” or “us”). By accessing or using the Digital Properties, you agree to these Terms. If you do not agree, do not use the Digital Properties.

These Terms are separate from, and do not replace, the membership agreement that governs your relationship with Onelife Fitness as a member or guest at any of our clubs. In the event of a conflict between these Terms and your membership agreement regarding in-club services or in-club rights, the membership agreement controls as to that subject matter.

## **1. CHANGES TO THESE TERMS**

We may modify these Terms from time to time. If we make changes, we will post the revised Terms at the same web address, and the revised Terms will be effective when posted. Your continued use of the Digital Properties after the effective date constitutes your acceptance of the revised Terms. We encourage you to review these Terms periodically.

## **2. ELIGIBILITY AND ACCESS**

The Digital Properties are intended for use by adults who are at least eighteen (18) years of age and reside in the United States. By accessing or using the Digital Properties, you represent that you meet these requirements and have the legal capacity to enter into and be bound by these Terms. If you choose to access the Digital Properties from outside the United States, you do so on your own initiative and at your own risk.

You are responsible for any charges incurred in obtaining access to the Digital Properties, including charges from your internet service provider or mobile carrier. Access to certain features of the Digital Properties may be limited to current Onelife Fitness members in good standing.

## **3. YOUR ACCOUNT**

Certain features of the Digital Properties may require you to create an account. You agree to provide accurate and current information when creating an account and to keep that information current. You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account, whether or not authorized by you. You agree to notify us promptly at [admin@onelifefitness.com](mailto:admin@onelifefitness.com) if you suspect any unauthorized use of your account.

We reserve the right, in our sole discretion, to refuse the creation of, suspend, or terminate any account, at any time and without prior notice, if we believe you have violated these Terms or for any other reason.

#### **4. LIMITED RIGHT TO USE THE DIGITAL PROPERTIES**

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, and revocable right to access and use the Digital Properties solely for your personal, non-commercial use. You may not:

- Use the Digital Properties for any commercial purpose or for the benefit of any other person or entity;
- Use a false identity, impersonate any person or entity, or misrepresent your relationship with Onelife Fitness;
- Use the Digital Properties for any unlawful purpose;
- Copy, reproduce, duplicate, archive, store (other than standard browser caching), download, modify, reverse engineer, translate, or distribute any portion of the Digital Properties, except as expressly permitted by these Terms;
- Remove or alter any copyright, trademark, or other proprietary notice from the Digital Properties;
- Use any robot, spider, scraper, or other automated means to access the Digital Properties or extract data from them; or
- Take any action that imposes an unreasonable burden on our servers or infrastructure.

Any unauthorized use will immediately terminate the limited rights granted to you under these Terms.

#### **5. ACCEPTABLE USE**

Certain features of the Digital Properties may allow you to upload, post, or share content (“User Content”) or interact with other users. You are solely responsible for your User Content and for your interactions with other users.

You agree that your User Content and interactions with other users will not:

- Contain personal contact information for you or any other person;
- Bully, threaten, harass, or harm any other user;
- Contain or promote libelous, defamatory, profane, obscene, pornographic, indecent, lewd, or otherwise inappropriate content;
- Contain or promote dangerous, reckless, or illegal activity;

- Infringe any third party's intellectual property, privacy, or other rights;
- Impersonate any person or misrepresent your affiliation with Onelife Fitness or any other entity;
- Contain unsolicited advertising, promotional content, or spam; or
- Contain viruses or other harmful code.

We reserve the right, but have no obligation, to monitor, remove, or modify User Content that we determine, in our sole discretion, violates these Terms or is otherwise objectionable. We may also disclose User Content as necessary to comply with applicable law, legal process, or governmental request.

## **6. USER CONTENT LICENSE**

You retain ownership of your User Content. However, by uploading, posting, or sharing User Content through the Digital Properties, you grant us a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, sublicensable, and transferable license to use, reproduce, modify, distribute, publish, display, perform, and create derivative works of your User Content in connection with our business operations, including for marketing and promotional purposes.

If you submit feedback, suggestions, or ideas to us ("Feedback"), you agree that we may use such Feedback without restriction and without compensation to you.

## **7. INTELLECTUAL PROPERTY**

The Digital Properties and all content displayed on or through them, including text, graphics, logos, images, videos, audio, data, code, and software (the "Content"), are owned by Onelife Fitness or its licensors and are protected by copyright, trademark, and other intellectual property laws. The Digital Properties and Content are licensed, not sold, to you. We reserve all rights not expressly granted in these Terms.

## **8. TEXT MESSAGING**

Onelife Fitness offers an opt-in text messaging program (the "Program"). The following terms apply to the Program in addition to the other provisions of these Terms. By providing your mobile phone number and opting in to receive text messages from us, you agree to the terms of the Program described below.

### **(a) Program Description**

The Program is an opt-in text messaging service offered to current and prospective members. Depending on the consent you provide, you may receive:

- Transactional and operational messages, such as appointment and class reminders, account notifications, billing communications, password resets, and safety or facility-related information; and
- Promotional messages, such as information about our services, programs, classes, events, special offers, and other marketing communications, where you have separately consented to receive them.

**(b) Consent and Eligibility**

Participation in the Program is voluntary. By opting in, you confirm that you are at least eighteen (18) years of age and that the mobile phone number you provided belongs to you or that you have authority to provide it. Consent to receive text messages is not a condition of purchasing any product or service from Onelife Fitness.

**(c) Message Frequency**

Message frequency may vary based on your interactions with us, the services you use, and your communication preferences.

**(d) Message and Data Rates**

Message and data rates may apply. Onelife Fitness does not charge for the messages you receive through the Program, but your mobile carrier may charge for sending or receiving text messages, depending on your plan. Please contact your mobile carrier for details.

**(e) HELP and Opt-Out**

To request help, reply **HELP** to any message you receive from us. You will receive a response with information about the Program and how to contact us.

To stop receiving text messages from us, reply **STOP** (or **END, CANCEL, UNSUBSCRIBE, or QUIT**) to any message you receive from us. You will receive a confirmation message that you have been unsubscribed, after which we will not send you additional text messages through the Program. If you wish to resubscribe, you may opt in again through our website, our App, or in person at one of our facilities.

Opting out of the Program does not affect transactional or operational communications that are necessary to provide services you have requested, such as billing notices or account-related messages, which may continue to be sent through other channels.

**(f) Carrier Disclaimer**

Carriers are not liable for any delayed or undelivered messages. Delivery of messages depends on the effective transmission from your mobile carrier and is outside of our control.

### **(g) Supported Carriers**

The Program is available on all major U.S. wireless carriers, including AT&T, T-Mobile, Verizon, US Cellular, Sprint, Boost, MetroPCS, and Cricket. Other carriers may also be supported.

### **(h) Privacy**

We will not share, sell, or rent mobile information or text messaging opt-in data or consent with any third party for marketing or promotional purposes. Our handling of your Personal Information in connection with the Program is described in our Privacy Policy.

## **9. PRIVACY**

By using the Digital Properties, you acknowledge that you have read and understood our [Privacy Policy](#), which describes our collection, use, and disclosure of Personal Information through the Digital Properties.

## **10. THIRD-PARTY SITES**

The Digital Properties may contain links to websites, applications, or other digital properties operated by third parties (“Third-Party Sites”). We do not control Third-Party Sites and are not responsible for their content, privacy practices, or operations. Including a link to a Third-Party Site is not an endorsement of that site. Your use of any Third-Party Site is at your own risk and is governed by the terms and policies of that site.

## **11. HEALTH AND FITNESS DISCLAIMERS**

Onelife Fitness is not a health care or medical provider. The Digital Properties and any related fitness content, including exercise programs, workouts, classes, training instructions, nutritional information, and similar materials (collectively, “Fitness Content”), are provided for general informational purposes only and do not constitute medical advice. Fitness Content is not intended to be relied upon for diagnosing or treating any medical condition and is not a substitute for professional medical evaluation.

Before beginning any exercise program or following any Fitness Content, you should consult with your physician, particularly if you have any health condition, injury, illness, or medical concern. By using any Fitness Content, you acknowledge that physical exercise involves inherent risks, and you assume all risk of injury, illness, or other adverse health consequences arising from your use of Fitness Content.

**IF YOU EXPERIENCE ANY PAIN, DIZZINESS, ILLNESS, OR DISCOMFORT DURING OR AFTER USING ANY FITNESS CONTENT, STOP IMMEDIATELY AND CONSULT YOUR PHYSICIAN OR SEEK EMERGENCY MEDICAL ATTENTION.**

## **12. GENERAL DISCLAIMERS**

THE DIGITAL PROPERTIES AND ALL CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ONELIFE FITNESS DISCLAIMS ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES THAT THE DIGITAL PROPERTIES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

WE DO NOT GUARANTEE THAT THE DIGITAL PROPERTIES, ANY CONTENT, OR ANY FEATURES WILL ALWAYS BE AVAILABLE, ACCURATE, OR CURRENT. FOR UP-TO-DATE INFORMATION ABOUT OUR CLUBS, CLASSES, OR SERVICES, PLEASE CONTACT YOUR HOME CLUB DIRECTLY.

## **13. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ONELIFE FITNESS AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE DIGITAL PROPERTIES, INCLUDING DAMAGES FOR LOST PROFITS, LOST DATA, OR PERSONAL INJURY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE EXTENT WE ARE FOUND LIABLE FOR DIRECT DAMAGES, OUR TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE DIGITAL PROPERTIES WILL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID TO US FOR USE OF THE DIGITAL PROPERTIES IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM OR (B) ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU IN FULL. IN THOSE JURISDICTIONS, OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

## **14. INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless Onelife Fitness and its affiliates, officers, directors, employees, contractors, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys’ fees) arising out of or relating to: (a) your

access to or use of the Digital Properties; (b) your User Content; (c) your violation of these Terms; or (d) your violation of any applicable law or any third party's rights.

## **15. COPYRIGHT INFRINGEMENT POLICY**

We respect the intellectual property rights of others. If you believe that User Content or other material on the Digital Properties infringes your copyright, please send a written notice to [admin@onelifefitness.com](mailto:admin@onelifefitness.com) that includes: (i) identification of the copyrighted work claimed to have been infringed; (ii) identification of the material claimed to be infringing and information sufficient to locate it; (iii) your contact information; (iv) a statement that you have a good faith belief that the use is not authorized; (v) a statement, under penalty of perjury, that the information in the notice is accurate and that you are authorized to act on behalf of the copyright owner; and (vi) your physical or electronic signature.

We reserve the right, in appropriate circumstances, to terminate the accounts of users who are repeat infringers.

## **16. TERMINATION**

You may terminate these Terms at any time by ceasing to access and use the Digital Properties. We may terminate or suspend your access to the Digital Properties at any time, with or without notice, for any reason, including your violation of these Terms.

Sections that by their nature should survive termination will survive, including Sections 6 (User Content License), 7 (Intellectual Property), 11 (Health and Fitness Disclaimers), 12 (General Disclaimers), 13 (Limitation of Liability), 14 (Indemnification), 17 (Arbitration and Class Action Waiver), 18 (Governing Law), and 19 (General).

## **17. ARBITRATION AND CLASS ACTION WAIVER**

Any dispute, claim, or controversy arising out of or relating to these Terms or your use of the Digital Properties (a "Dispute") shall be resolved by binding individual arbitration administered under the Federal Arbitration Act, and not in court. The arbitration will be conducted by a single arbitrator before either JAMS or the American Arbitration Association (AAA), at the election of the party initiating arbitration, under the rules of the selected forum.

You and Onelife Fitness each waive any right to participate in a class action, class arbitration, consolidated proceeding, or representative proceeding. The arbitrator may not preside over any form of class or representative proceeding.

This arbitration provision does not apply to: (a) claims for public injunctive relief; (b) small claims court actions, provided the matter remains in that court and proceeds on an individual basis; or (c) claims that the class action waiver is invalid, which may be determined only by a court of competent jurisdiction.

You may opt out of this arbitration provision by sending written notice to [admin@onelifefitness.com](mailto:admin@onelifefitness.com) within thirty (30) days of first agreeing to these Terms. Opting out will not affect any other terms of these Terms.

## **18. GOVERNING LAW**

These Terms and any Dispute arising out of or relating to them or the Digital Properties are governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles, except to the extent the Federal Arbitration Act governs the arbitration provision in Section 17. Subject to the arbitration provision, any judicial proceeding shall be brought exclusively in the state or federal courts located in Fairfax County, Virginia, and you and Onelife Fitness consent to the exclusive jurisdiction of those courts.

## **19. GENERAL**

These Terms, together with our [Privacy Policy](#), and any other terms or policies referenced in these Terms, constitute the entire agreement between you and Onelife Fitness regarding the Digital Properties and supersede all prior agreements or communications. If any provision of these Terms is held to be unenforceable or invalid, the remaining provisions will continue in full force and effect, and the unenforceable provision will be modified to the minimum extent necessary to make it enforceable.

Our failure to enforce any provision of these Terms is not a waiver of that provision. We may assign these Terms to any successor or affiliate at any time without notice to you. You may not assign these Terms without our prior written consent.

These Terms do not create any agency, partnership, joint venture, or employment relationship between you and Onelife Fitness. Section headings are for convenience only and do not affect the interpretation of these Terms.

## **20. CONTACT US**

If you have questions about these Terms, please contact us at [admin@onelifefitness.com](mailto:admin@onelifefitness.com) or at our corporate offices at 1751 Pinnacle Drive, Suite 1400, McLean, VA 22102.