

Terms of Service

Effective Date: March 18, 2026

1. Agreement to terms

These Terms of Service (“Terms”) govern your access to and use of the websites, apps, and services provided by FitX brands Inc. (referred as “FitX,” “we,” “us,” or “our”). By accessing or using our services, you agree to be bound by these Terms. If you do not agree, you may not use the services.

2. Eligibility and account

You must be at least 18 years old (or the age of majority in your jurisdiction) to create an account or purchase products.

You are responsible for maintaining the confidentiality of your account credentials, including any passwords, magic links, or one-time passcodes.

You agree to notify us promptly of any unauthorized use of your account or credentials.

3. Use of the services

You agree to use the services only for lawful purposes and in accordance with these Terms. You may not:

Interfere with or disrupt the operation of the services or servers.

Attempt to bypass or defeat security or rate-limiting measures.

Use another person’s account without authorization.

Reverse engineer, decompile, or disassemble any part of the services, except to the extent allowed by law.

We may monitor use of the services for security, abuse prevention, and performance purposes, including through logging, rate limiting, and analytics as described in our Privacy Policy.

4. Orders, payments, and refunds

When you place an order, you agree to provide accurate and complete information, including contact and billing details.

Payments are processed by third-party payment providers (currently Square). We do not store complete card numbers; payment providers handle card data in accordance with their own terms and privacy policies.

Deposit and refund terms (including the \$29 refundable deposit, if applicable) will be stated at checkout and on our website.

We reserve the right to refuse or cancel orders, for example in cases of suspected fraud or errors in pricing or product information.

5. Product fit and customization

Our products, including custom or personalized footwear, are based on information you provide (such as survey answers and foot-scan data). We do not guarantee that any particular product will meet all of your expectations, and small variations in fit, appearance, or performance may occur.

You are responsible for consulting your healthcare provider before using our products if you have medical conditions that may be affected by footwear or activity changes.

6. Data protection and privacy

Your use of the services is subject to our Privacy Policy, which explains how we collect, use, and protect personal information, including biometric foot-scan data. By using the services, you acknowledge that you have read the Privacy Policy.

Where applicable, we may present you with separate biometric consent language before collecting foot-scan data; your use of the scan experience is subject to that consent.

7. Intellectual property

The services and all content, features, and functionality (including software, text, graphics, logos, and designs) are owned by FitX or our licensors and are protected by intellectual property laws.

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable license to access and use the services for your personal, non-commercial use.

8. User Submissions, Reviews, and Feedback

If you submit or post any content to us or through the services, including reviews, testimonials, photos, videos, comments, survey responses, fit preferences, scan-related submissions, or other materials (“User Content”), you represent that you own or control the necessary rights to provide that content and that our use of it as described in these Terms will not violate any law or third-party rights.

You grant FitX a non-exclusive, worldwide, royalty-free, fully paid-up, transferable, sublicensable license to host, store, reproduce, modify, adapt, publish, display, perform, distribute, and otherwise use your User Content for the purpose of operating, improving, marketing, and promoting our services and products, including by featuring reviews, testimonials, and related content in our advertising, website, social media, and other

marketing materials, subject to our Privacy Policy and any consent requirements applicable to biometric or sensitive data.

You understand that we are not obligated to use, display, or maintain any User Content, and we may remove or refuse content at our discretion.

If you provide ideas, suggestions, feedback, or recommendations regarding our services or products (“Feedback”), you agree that we may use, disclose, reproduce, modify, and exploit that Feedback for any lawful purpose without restriction, attribution, or compensation to you.

9. Service changes and availability

We may modify, suspend, or discontinue all or part of the services at any time, with or without notice, including for maintenance, updates, or other reasons. We are not liable if any part of the services is unavailable at any time.

10. Disclaimers

To the maximum extent permitted by law, the services and products are provided “as is” and “as available” without warranties of any kind, whether express or implied, including implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

We do not warrant that the services will be uninterrupted, error-free, secure, or that any data or information you obtain through the services will be accurate or reliable.

11. Limitation of liability

To the maximum extent permitted by law, FitX and its affiliates, officers, employees, and agents will not be liable for any indirect, incidental, consequential, special, or punitive damages, or any loss of profits or data, arising out of or in connection with your use of the services or products.

Our total aggregate liability for all claims relating to the services or products will not exceed the greater of (a) the amounts you paid to us for products or services that gave rise to the claim, or (b) USD \$100.

12. Indemnification

You agree to indemnify and hold harmless FitX and its affiliates, officers, employees, and agents from and against any claims, damages, losses, and expenses (including reasonable attorneys’ fees) arising out of or related to your use of the services, your violation of these Terms, or your violation of any rights of a third party.

13. Governing law and disputes

These Terms are governed by the laws of the State of Delaware, without regard to its conflict-of-law principles.

Before filing any claim, you and FitX agree to try to resolve the dispute informally by contacting the other party in writing and describing the nature of the dispute and the requested relief. If the dispute is not resolved within 30 days after notice is provided, either party may begin formal proceedings.

Except where prohibited by law or where either party seeks qualifying relief in small claims court, any dispute, claim, or controversy arising out of or relating to these Terms, the services, or any products provided by FitX will be resolved by final and binding arbitration on an individual basis. The arbitration will be administered by JAMS under its applicable consumer arbitration rules, and the arbitration will take place in Delaware unless the parties agree otherwise. Judgment on the arbitration award may be entered in any court of competent jurisdiction.

You and FitX each agree that disputes will be resolved only on an individual basis and not as part of any class, consolidated, collective, or representative action or proceeding. You and FitX each waive any right to participate in a class action or class arbitration.

Nothing in this section prevents either party from seeking temporary or preliminary injunctive relief in a court of competent jurisdiction to protect its rights pending completion of arbitration.

If this class action waiver is found unenforceable as to all or part of a dispute, then that portion of the dispute will proceed in court and the remaining portions will proceed in arbitration to the fullest extent permitted by law.

14. Changes to these Terms

We may update these Terms from time to time. If we make material changes, we will notify you by updating the “Effective Date” and may provide additional notice (such as on our website or via email). Your continued use of the services after changes take effect constitutes acceptance of the revised Terms.

15. Contact

If you have questions about these Terms, contact us at:

Email: hello@fitxlab.com

Mailing Address: 600 N Broad Street Suite 5-912, Middletown, DE 19709