

**PRIVACY POLICY
AND
TERMS AND CONDITIONS**

I. PRIVACY POLICY

We collect certain information through our ITS MY TIME Application (our “App”), including through the products and services provided through the App. This page (this “Privacy Policy”) lays out our policies and procedures surrounding the collection and handling of any such information that identifies an individual user or that could be used to contact or locate him or her (“Personally Identifiable Information” or “PII”).

This Privacy Policy applies only to our App and to the products and services provided through our App. It does not apply to any third party site or service linked to our App or recommended or referred by our App, through our products or services, or by our staff. And it does not apply to any other application, website, product, or service operated by our company, or to any of our offline activities.

A. PII We Collect

We collect the following Personally Identifiable Information from users who buy our products or services: name, e-mail address, telephone number, address, and credit card number.

We also use “cookies” to collect certain information from all users of the App. A cookie is a string of data our system sends to your mobile device and then uses to identify your device when you return to our App. Cookies give us usage data, like how often you visit, where you go at the App, and what you do.

B. Our Use of PII

We use your Personally Identifiable Information to create your account, to communicate with you about products and services you’ve purchased, to offer you additional products and services, and to bill you. We also use that information to the extent necessary to enforce our App’s terms of service and to prevent imminent harm to persons or property.

We use cookies so that our App can remember you and provide you with the information you’re most likely to need. For instance, when you return to our App, cookies identify you and prompt the App to provide your username (not your password), so you can sign in more quickly. Cookies also allow our App to remind you of your past purchases and to suggest similar products and services. Finally, we use information gained through cookies to compile statistical information about use of our App, such as the time users spend at the App and the links to websites they visit most often. Those statistics do not include PII.

C. Protection of PII

We employ the following data security tools to protect Personally Identifiable Information: Industry standard SSL. Unfortunately, even with these measures, we cannot guarantee the security of PII. By using our App, you acknowledge and agree that we make no such guarantee, and that you use our App at your own risk.

D. Contractor and Other Third Party Access to PII

We give certain independent contractors access to Personally Identifiable Information. Those

contractors assist us with providing the goods and services offered by the App. All those contractors are required to sign contracts in which they promise to protect PII using procedures reasonably similar to ours. (Users are not third party beneficiaries of those contracts.) We also may disclose PII to attorneys, collection agencies, or law enforcement authorities to address potential AUP violations, other contract violations, or illegal behavior. And we disclose any information demanded in a court order or otherwise required by law or to prevent imminent harm to persons or property. Finally, we may share PII in connection with a corporate transaction, like a merger or sale of our company, or a sale of all or substantially all of our assets or of the product or service line you received from us, or a bankruptcy.

As noted above, we compile App usage statistics from data collected through cookies. We may publish those statistics or share them with third parties, but they don't include PII.

Except as set forth in this Privacy Policy, we do not share PII with third parties.

E. Accessing and Correcting Your PII

You can access and change any Personally Identifiable Information we store through your "My Account" page.

F. Amendment of This Privacy Policy

We may change this Privacy Policy at any time by posting a new version on this page or on a successor page. The new version will become effective on the date it's posted, which will be listed at the top of the page as the new Effective Date.

II. TERMS AND CONDITIONS

A. Opting Out

As regards to communications directed to you, we allow you to opt-out of receiving communications from the App about new features or services. If you object to receiving such communications for any reason, you may stop the communications by e-mailing your request to fitcomapp@gmail.com.

B. Children's Guidelines

The App does not accept members under the age of 13. Any PII submitted by a child under the age of 13 will be deleted.

C. Advertising

The ads appearing on the App are delivered to you by ITS MY TIME who may use information (excluding personal information such as your name, address, email address or telephone number) about your visits to this and other apps or web sites in order to provide advertisements about goods and services of interest to you. If you would like more information about this practice please send your request to fitcomapp@gmail.com.

D. Use of Email Data

ITS MY TIME will use your e-mail address to send confirmations, important updates and newsletters. Members who sign up will receive ITS MY TIME, Inc.'s newsletter and notifications of specials. Users can choose to unsubscribe from ITS MY TIME, Inc.'s newsletters or product-related announcements at any time by following the unsubscribe instructions found in each email, or by

e-mailing your request to fitcomapp@gmail.com when writing to the webmaster please forward a copy of the announcement email you received.

E. User Content

There is no tolerance for objectionable content or abusive behavior. A user may flag your content as abusive. A report will be sent to the administrator and reviewed within 24 hours if the content is inappropriate it may be removed and you may be blocked from further use within the app.

F. ITS MY TIME Premium Subscription

Access customized workouts and programs

Upgrades to ITS MY TIME Premium add the features listed above and is available through a monthly subscription for \$5.99. Each subscription is auto-renewing. Subscription applies to ITS MY TIME – Health Coaching & Fitness.

Subscription Details: Subscription automatically renews unless auto-renew is turned off at least 24-hours before the end of the current period. Payment will be charged to iTunes/PlayStore Account at confirmation of purchase. Account will be charged for renewal within 24-hours prior to the end of the current period, and identify the cost of the renewal. Subscriptions may be managed by the user and auto-renewal may be turned off by going to the user's Account Settings after purchase. No cancellation of the current subscription is allowed during active subscription period

G. Waiver and Release

IF YOU HAVE A MEDICAL OR HEART CONDITION THAT IMPACTS YOUR ABILITY TO EXERCISE YOU SHOULD CONSULT WITH YOUR PHYSICIAN BEFORE USING THE APP. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU, ON BEHALF OF YOURSELF AND YOUR HEIRS, SPOUSE, GUARDIANS, LEGAL REPRESENTATIVES, AGENTS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "RELEASORS"), AGREE THAT SUCH RELEASORS SHALL NOT HAVE ANY RIGHT OR CAUSE OF ACTION, AND HEREBY FULLY, FINALLY, AND FOREVER RELEASE, INDEMNIFY, DISCHARGE, AND ACQUIT ITS MY TIME, AND IT PAST, CURRENT AND FUTURE MEMBERS, SHAREHOLDERS, EMPLOYEES, OFFICERS, DIRECTORS, SUBSIDIARIES, PARENT ENTITIES, TRAINERS ON THE APP, ATTORNEYS, PRINCIPALS, TRUSTEES, REPRESENTATIVES, AGENTS, PARTNERS, AFFILIATES, PREDECESSORS, SUCCESSORS, OPERATING PARTNERSHIPS, GENERAL PARTNERS, INSURERS, REINSURERS, AND ASSIGNS FROM ANY AND ALL CLAIMS, SUITS, OBLIGATIONS, COSTS, DAMAGES, LOSSES, CLAIMS FOR SUMS OF MONEY, CONTRACTS, CONTROVERSIES, AGREEMENTS, JUDGMENTS, AND DEMANDS WHATSOEVER, RIGHTS, LIABILITIES, ACTIONS AND CAUSES OF ACTION OF ANY NATURE, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, AT LAW OR IN EQUITY, FIXED OR CONTINGENT, WHICH SUCH RELEASORS NOW HAVE OR MAY CLAIM TO HAVE IN THE FUTURE (COLLECTIVELY, "CLAIMS") ARISING OUT OF, BASED UPON, ATTRIBUTABLE TO, OR IN CONNECTION WITH YOUR USE OF THE APP OR ANY OF THE EXERCISES OR CHALLENGES ON THE APP.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT BY UTILIZING THE APP, YOU HAVE

CAREFULLY READ THE FOREGOING RELEASE AND INDEMNIFICATION CLAIMS AND UNDERSTAND THE CONTENTS THEREOF.