## Terms and Conditions

## Agreement between User and www.queenzsazsaproductions.com

Welcome to www.queenzsazsaproductions.com. The www.queenzsazsaproductions.com virtual platform (the "Site") is comprised of various web pages operated by Queen Zsa Zsa Productions,LLC. www.queenzsazsaproductions.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of www.leesfitnessorl.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference. www.leesfitnessorl.com is an E-Commerce Site. The purpose of the Queen Zsa Zsa Productions,LLC's virtual platform is to promote and sell online services. Online services are composed of fitness classes which include cardio and strength training with/without weights.

## Privacy

Your use of www.leesfitnessorl.com is subject to Queen Zsa Zsa Productions,LLC's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

## **Electronic Communications**

Visiting www.leesfitnessorl.com or sending emails to Queen Zsa Zsa Productions,LLC constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

## Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Queen Zsa Zsa Productions,LLC is not responsible for third party access to your account that results from theft or misappropriation of your account. Queen Zsa Zsa Productions,LLC and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Children Under Thirteen

Queen Zsa Zsa Productions,LLC does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.queenzsazsaproductions.com only with permission of a parent or guardian.

#### Cancellation/Refund Policy

No refunds/returns (exchanges allowed)

Links to Third Party Sites/Third Party Services

www.queenzsazsaproductions.com may contain links to other virtual platforms ("Linked Sites"). The Linked Sites are not under the control of Queen Zsa Zsa Productions,LLC and Queen Zsa Zsa Productions,LLC is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site.Queen Zsa Zsa Productions,LLC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement byQueen Zsa Zsa Productions,LLC of the site or any association with its operators.

Certain services made available via www.queenzsazsaproductions.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the www.queenzsazsaproductions.com domain, you hereby acknowledge and consent that Queen Zsa Zsa Productions,LLCmay share such information and data with any third party with whom Queen Zsa Zsa Productions,LLC has a contractual relationship to provide the requested product, service or functionality on behalf of www.queenzsazsaproductions.com users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use www.queenzsazsaproductions.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Queen Zsa Zsa Productions,LLC that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site. All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of

Queen Zsa Zsa Productions,LLC or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Queen Zsa Zsa Productions,LLC content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Queen Zsa Zsa Productions,LLC and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Queen Zsa Zsa Productions,LLC or our licensors except as expressly authorized by these Terms.

## Use of Communication Services

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

Queen Zsa Zsa Productions,LLC has no obligation to monitor the Communication Services. However, Queen Zsa Zsa Productions,LLC reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Queen Zsa Zsa Productions,LLC reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Queen Zsa Zsa Productions,LLC reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Queen Zsa Zsa Productions, LLC's sole discretion. Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Queen Zsa Zsa Productions,LLC does not control or endorse the content, messages or information found in any Communication Service and, therefore, Queen Zsa Zsa Productions, LLC specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Queen Zsa Zsa Productions,LLC spokespersons, and their views do not necessarily reflect those of Queen Zsa Zsa Productions, LLC. Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials. Materials Provided to www.leesfitnessorl.com or Posted on Any Queen Zsa Zsa Productions,LLC Web Page Queen Zsa Zsa Productions, LLC does not claim ownership of the materials you provide to www.queenzsazsaproductions.com (including feedback and suggestions) or post, upload, input or submit to any Queen Zsa Zsa Productions, LLC Site or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Queen Zsa Zsa Productions, LLC, our affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission. No compensation will be paid with respect to the use of your Submission, as provided herein.

Queen Zsa Zsa Productions,LLC is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Queen Zsa Zsa Productions,LLC's sole discretion.By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

## International Users

The Service is controlled, operated and administered by Queen Zsa Zsa Productions,LLC from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Queen Zsa

Zsa Productions,LLC Content accessed through <u>www.queenzsazsaproductions.com</u> in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

## Indemnification

You agree to indemnify, defend and hold harmless Queen Zsa Zsa Productions,LLC, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Queen Zsa Zsa Productions,LLC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Queen Zsa Zsa Productions,LLC in asserting any available defenses.

## Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

## **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Queen Zsa Zsa Productions,LLC agree otherwise, the

arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

## Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. Queen Zsa Zsa Productions,LLC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME. Queen Zsa Zsa Productions,LLC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND.Queen Zsa Zsa Productions,LLC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF

# MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON INFRINGEMENT.

## **Privacy Policy**

Protecting your private information is our priority. This Statement of Privacy applies to www.leesfitnessorl.com and Queen Zsa Zsa Productions,LLC and governs data collection and usage. For the purposes of this Privacy Policy, unless otherwise noted, all references to Queen Zsa Zsa Productions,LLC include <u>www.queenzsazsaproductions.com</u>The Queen Zsa Zsa Productions,LLC virtual platform is a ecommerce site. By using the Queen Zsa Zsa Productions,LLC virtual platform, you consent to the data practices described in this statement.

# Collection of your Personal Information

In order to better provide you with products and services offered on our Site, Queen Zsa Zsa Productions,LLC may collect personally identifiable information, such as your:

If you purchase Queen Zsa Zsa Productions,LLC's products and services, we collect billing and credit card information. This information is used to complete the purchase transaction. Please keep in mind that if you directly disclose personally identifiable information or personally sensitive data through Queen Zsa Zsa Productions,LLC's public message boards, this information may be collected and used by others. We do not collect any personal information about you unless you voluntarily provide it to us. However, you may be required to provide certain personal information to us when you elect to use certain products or services available on the Site. These may include: (a) registering for an account on our Site; (b) entering a sweepstakes or a contest sponsored by us or one of our partners; (c) signing up for special offers from selected third parties; (d) sending us an email message; (e) submitting your credit card or other payment information when ordering and purchasing products and services on our Site. To with, we will use your information for, but not limited to, communicating with you in relation to services and/or products you have requested from us. We also may gather additional personal or non-personal information in the future. Use of your Personal Information Queen Zsa Zsa Productions,LLC collects and uses your personal information to operate its virtual platform(s) and deliver the services you have requested. Queen Zsa Zsa Productions,LLC may also use your personally identifiable information to inform you of other products or services available from Queen Zsa Zsa Productions,LLC and its affiliates.

## Sharing Information with Third Parties

Queen Zsa Zsa Productions,LLC does not sell, rent or lease its customer lists to third parties.

- First and Last Name
- Mailing Address
- E-mail Address
- Phone Number

Queen Zsa Zsa Productions,LLC may share data with trusted partners to help perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to Queen Zsa Zsa Productions,LLC, and they are required to maintain the confidentiality of your information. Queen Zsa Zsa Productions,LLC may disclose your personal information, without notice, if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on Queen Zsa Zsa Productions,LLC or the site; (b) protect and defend the rights or property of Queen Zsa Zsa Productions,LLC; and/or (c) act under exigent circumstances to protect the personal safety of users of Queen Zsa Zsa Productions,LLC, or the public.

# Tracking User Behavior

Queen Zsa Zsa Productions,LLC may keep track of the virtual platforms and pages our users visit within Queen Zsa Zsa Productions,LLC, in order to determine what Queen Zsa Zsa Productions,LLC services are the most popular. This data is used to deliver customized content and advertising withinQueen Zsa Zsa Productions,LLC to customers whose behavior indicates that they are interested in a particular subject area. Automatically Collected Information Information about your computer hardware and software may be automatically collected by Queen Zsa Zsa Productions,LLC. This information can include: your IP address,

browser type, domain names, access times and referring virtual platform addresses. This information is used for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the Queen Zsa Zsa Productions,LLC virtual platform.Use of Cookies Queen Zsa Zsa Productions,LLC virtual platform may use "cookies" to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize Queen Zsa Zsa Productions,LLC pages, or register with Queen Zsa Zsa Productions,LLC site or services, a cookie helps Queen Zsa Zsa Productions,LLC to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same Queen Zsa Zsa Productions,LLC virtual platform, the information you previously provided can be retrieved, so you can easily use the Queen Zsa Zsa Productione cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the Queen Zsa Zsa Productions,LLC services or virtual platforms you visit.

## Links

This virtual platform contains links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information.

Security of your Personal Information

Queen Zsa Zsa Productions,LLC secures your personal information from unauthorized access, use, or disclosure.

Queen Zsa Zsa Productions,LLC uses the following methods for this purpose:

When personal information (such as a credit card number) is transmitted to other virtual platforms, it is protected through the use of encryption, such as the Secure Sockets Layer (SSL) protocol. We strive to take appropriate security measures to protect against unauthorized access to or alteration of your personal information. Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, you acknowledge that: (a) there are security and

privacy limitations inherent to the Internet which are beyond our control; and (b) security, integrity, and privacy of any and all information and data exchanged between you and us through this Site cannot be guaranteed. Right to Deletion

Subject to certain exceptions set out below, on receipt of a verifiable request from you, we will:

Please note that we may not be able to comply with requests to delete your personal information if it is necessary to:

## - SSL Protocol

Delete your personal information from our records; and Direct any service providers to delete your personal information from their records.

Complete the transaction for which the personal information was collected, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, provide a good or service requested by you, or reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform a contract between you and us; Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity; Debug to identify and repair errors that impair existing intended functionality; Exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for by law; Comply with the California Electronic Communications Privacy Act; Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when our deletion of the information is likely to render impossible or seriously impair the achievement of such research, provided we have obtained your informed consent; Enable solely internal uses that are reasonably aligned with your expectations based on your relationship with us; Comply with an existing legal obligation; or

Otherwise use your personal information, internally, in a lawful manner that is compatible with the context in which you provided the information.

# Children Under Thirteen

Queen Zsa Zsa Productions,LLC does not knowingly collect personally identifiable information from children under the age of thirteen. If you are under the age of thirteen, you must ask your parent or guardian for permission to use this virtual platform.

# E-mail Communications

From time to time, Queen Zsa Zsa Productions,LLC may contact you via email for the purpose of providing announcements, promotional offers, alerts, confirmations, surveys, and/or other general communication. If you would like to stop receiving marketing or promotional communications via email from Queen Zsa Zsa Productions,LLC, you may opt out of such

communications by Customers may unsubscribe from emails by "replying STOP".

Changes to this Statement

Queen Zsa Zsa Productions,LLC reserves the right to change this Privacy Policy from time to time. We will notify you about significant changes in the way we treat personal information by sending a notice to the primary email address specified in your account, by placing a prominent notice on our site, and/or by updating any privacy information on this page. Your continued use of the Site and/or Services available through this Site after such modifications will constitute your: (a) acknowledgment of the modified Privacy Policy; and (b) agreement to abide and be bound by that Policy.

**Contact Information** 

Queen Zsa Zsa Productions,LLC welcomes your questions or comments regarding this Statement of Privacy. If you believe that Queen Zsa Zsa Productions,LLC has not adhered to this Statement, please contact Queen Zsa Zsa Productions,LLC at:

Queen Zsa Zsa Productions,LLC Apopka, Florida Email: <u>info@queenzsazsaproductions.com</u> Telephone number: 2146046151

Effective as of July 26,,2021