

KINGSIDE FITNESS, INC.

TERMS OF SERVICE

Effective Date: June 30th 2026

PLEASE READ THESE TERMS CAREFULLY. These Terms of Service govern your use of the Kingside Fitness platform. They include important information about what the platform is and is not, limitations on liability, mandatory arbitration, and your rights as a user. By creating an account or using the platform, you agree to these Terms and to our Privacy Policy.

1. Agreement to These Terms

These Terms of Service (“Terms”) are a binding agreement between you (“you” or “User”) and Kingside Fitness, Inc., a Texas corporation (“Kingside Fitness,” “we,” “us,” or “our”). By creating an account, pairing a device, or otherwise using the Kingside Fit website or the Kingside Fitness app (together, the “Platform”), you agree to these Terms and to our Privacy Policy, which is incorporated by reference. If you do not agree to these Terms, do not use the Platform.

2. Eligibility

To use the Platform, you must be at least eighteen (18) years of age and a current or former employee or member of a fire department that has an active subscription agreement with Kingside Fitness, Inc.. By using the Platform, you represent and warrant that you meet these eligibility requirements.

If your department's subscription ends, your access to the Platform will end as described in Section 13. Retired or former firefighters whose departments continue their subscription may continue to use the Platform for the duration of that subscription.

3. What the Platform Is

The Platform gives you access to your own wellness metrics and to general fitness programming and coaching services designed to support whole-person health and wellness. The wellness metrics are collected by a Sensor Bio wearable device and processed and stored by Sensor Bio. Kingside Fitness displays those metrics to you and provides fitness programming and coaching; Kingside Fitness does not generate its own biometric scores or derived metrics beyond what Sensor Bio delivers.

Kingside Fitness, Inc. is not a “covered entity” or “business associate” as those terms are defined under HIPAA. The Platform is not a HIPAA-regulated service, and data collected through the Platform is general wellness data, not Protected Health Information (PHI) under HIPAA.

4. What the Platform Is Not

THE PLATFORM IS A GENERAL WELLNESS AND FITNESS PRODUCT. IT IS NOT A MEDICAL DEVICE, A HEALTHCARE SERVICE, OR AN EMERGENCY OR LIFE-SAFETY SYSTEM. THE METRICS AND SLEEP SCORE ARE FOR PERSONAL WELLNESS AWARENESS ONLY AND ARE NOT MEDICAL DIAGNOSES, CLINICAL FINDINGS, OR FITNESS-FOR-DUTY DETERMINATIONS. THE PLATFORM DOES NOT MONITOR

YOUR DATA IN REAL TIME AND DOES NOT GENERATE SAFETY ALERTS, EMERGENCY NOTIFICATIONS, OR DISPATCH EMERGENCY SERVICES. IN ANY MEDICAL EMERGENCY, CALL 911 IMMEDIATELY.

You should not rely on the Platform for any medical, safety, or fitness-for-duty decision. Always consult a licensed physician before making health or exercise decisions, regardless of what any metric shows or does not show.

5. Your Account

You are responsible for keeping your login credentials confidential and for all activity that occurs under your account. *You may share your login credentials only with immediate family members who wish to monitor your health and wellness through the Platform.* You may not share your credentials with friends, coworkers, firefighters from other departments, or any other third party. Notify us promptly at info@kingside.fit if you believe your account has been accessed without your authorization.

6. Acceptable Use

You agree to use the Platform only for its intended personal wellness purposes and in compliance with applicable law. You agree not to:

- Copy, modify, reverse engineer, decompile, or attempt to extract the source code of the Platform or the underlying Sensor Bio software;
- Use the Platform or any data derived from it for any commercial purpose outside of your own personal wellness with Kingside Fitness;
- Use the Platform to build or support a competing product or service;
- Interfere with, disrupt, or attempt to gain unauthorized access to the Platform or its systems;
- Upload unlawful, infringing, or harmful content, or use the Platform to harass or harm others; or
- Remove, obscure, or alter any proprietary notices on the Platform.

Violation of these acceptable use requirements may result in immediate suspension or termination of your access to the Platform.

7. The Wearable Device

The Sensor Bio wearable device is provided to you through your department's subscription with Kingside Fitness, Inc.. The device remains the property of Kingside Fitness, Inc. during the term of your active subscription. You receive a limited right to possess and use the device solely for participation in the Kingside Fitness platform.

Upon the end of your subscription — whether due to retirement, departure from your department, or termination of your department's subscription — you may keep the device. You are not required to return it. However, once your subscription ends, the device will lose platform connectivity and data transmission capability. Kingside Fitness assumes no liability for any device remaining in your possession after your subscription ends.

Device accuracy depends on proper wear and other factors, and data collection may be interrupted by device malfunction, connectivity loss, battery life, or maintenance. You agree to follow reasonable instructions for wearing and caring for the device.

8. Fitness Programming

Fitness programming on the Platform is general physical conditioning content designed with the physical demands of firefighting in mind, including strength, cardiovascular, mobility, and injury prevention components. It is created at the population level by licensed exercise physiologists and certified strength and conditioning professionals.

The programming is not individualized exercise prescription, physical therapy, rehabilitation, or occupational fitness programming. It is not tailored to your individual medical history or physician-directed restrictions, and it is not a substitute for any department-mandated physical fitness standards, occupational health evaluations, or fitness-for-duty assessments required by your department or applicable law.

Participation in any workout is voluntary and undertaken at your own risk. Stop exercising and seek medical attention if you experience chest pain, shortness of breath, dizziness, palpitations, or any other concerning symptom.

9. Coaching Services

Kingside Fitness provides human-delivered wellness coaching covering exercise, sleep, nutrition, stress management, and social connection (“Coaching Services”). Coaching Services are general wellness guidance only.

Coaching Services are not medical advice, clinical services, therapy, or mental health treatment, and they are not a substitute for professional medical, psychological, or psychiatric care. Coaches are not licensed healthcare providers, licensed therapists, or licensed mental health professionals. Nothing communicated by a coach should be interpreted as a medical diagnosis, clinical recommendation, or treatment plan.

If you are experiencing a medical or mental health emergency, call 911 or contact a licensed healthcare provider immediately.

10. Your Data and User Content

Our collection and use of your information is described in our Privacy Policy, which is incorporated into these Terms by reference. In summary: your biometric data is stored by Sensor Bio, not by Kingside Fitness; we do not sell your data; and we do not share your individual data with your fire department or employer for any purpose.

When you voluntarily submit content through the Platform — such as responses to wellness check-in questions, feedback, or questionnaire answers — you retain ownership of that content. By submitting it, you grant Kingside Fitness a non-exclusive, royalty-free license to use that content in aggregate, de-identified form for platform improvement, research, and service development purposes. We will never use your individually identifiable submitted content for any purpose without your separate consent.

11. Non-Discrimination and No Employment Consequences

Kingside Fitness, Inc. does not discriminate against users on the basis of race, color, religion, sex, national origin, age, disability, or any other characteristic protected by applicable law.

Use of the Platform, your biometric data, your Sleep Score, and your platform activity will never result in adverse employment consequences of any kind, including termination, demotion, disciplinary action, scheduling changes, fitness-for-duty determinations, or performance evaluations. Your fire department and employer have no access to your individual data at any time. This prohibition is absolute.

12. Platform Availability

Kingside Fitness will use commercially reasonable efforts to make the Platform available to you. However, the Platform may experience interruptions due to scheduled maintenance, unplanned outages, Sensor Bio infrastructure issues, or other technical circumstances outside of Kingside Fitness's control.

Kingside Fitness is not liable for downtime or service interruptions caused by Sensor Bio's infrastructure or by third-party service providers. Where possible, Kingside Fitness will provide advance notice of planned maintenance through the Platform or by email. Kingside Fitness does not warrant that the Platform will be uninterrupted, error-free, or available at any particular time.

13. Account Termination and Data Export

You may stop using the Platform at any time. We may suspend or terminate your access to the Platform if you violate these Terms, if required for security or legal reasons, or upon the end of your department's subscription.

Upon termination or expiration of your subscription:

- You will have thirty (30) days from the termination date to request an export of your individual data through the Platform or by contacting us at info@kingside.fit;
- Following the thirty (30)-day export window, Kingside Fitness will initiate deletion of your individually identifiable data from its systems and will direct Sensor Bio to delete your identifiable biometric data, consistent with Sensor Bio's deletion processes, within thirty (30) days;
- Aggregate, de-identified data derived from your platform activity may be retained indefinitely, as it cannot be linked to you individually; and
- Your license to use the Platform ends upon termination.

Sections that by their nature should survive termination — including intellectual property, disclaimers, limitation of liability, indemnification, and dispute resolution — will survive.

14. Intellectual Property

The Platform, including its content, design, fitness programming, text, and graphics (excluding Sensor Bio's technology and your own data), is owned by Kingside Fitness, Inc. or its licensors and is protected by applicable intellectual property laws. We grant you a limited, personal, non-transferable, revocable license to use the Platform for your personal wellness purposes. This license survives your retirement or departure from your fire department for as long as your department's subscription remains active.

Sensor Bio retains all rights in its hardware, software, and algorithms. We retain all rights not expressly granted in these Terms.

15. Third-Party Services and Links

The Platform integrates with third-party services, including Sensor Bio (wearable hardware and data processing), Supabase (authentication, database, and storage), and Formspree (contact form processing). The Platform may also contain links to third-party websites or services.

Kingside Fitness is not responsible for the privacy practices, terms, security, or content of any third-party service or website. Your use of third-party services is governed by their own terms and privacy policies, which we encourage you to review. A link to or integration with a third-party service does not constitute an endorsement by Kingside Fitness.

16. Disclaimer of Warranties

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, KINGSIDE FITNESS DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. KINGSIDE FITNESS DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ANY METRIC, INCLUDING THE SLEEP SCORE, IS ACCURATE OR COMPLETE. KINGSIDE FITNESS DISPLAYS SENSOR BIO'S PROCESSED OUTPUTS AND DOES NOT INDEPENDENTLY WARRANT THEIR ACCURACY BEYOND SENSOR BIO'S PUBLISHED METHODOLOGY.

17. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE TEXAS LAW, KINGSIDE FITNESS AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR FOR LOSS OF DATA, ARISING OUT OF OR RELATED TO YOUR USE OF THE PLATFORM. KINGSIDE FITNESS'S TOTAL AGGREGATE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THE PLATFORM OR THESE TERMS WILL NOT EXCEED THE TOTAL SUBSCRIPTION FEES PAID ON YOUR BEHALF TO KINGSIDE FITNESS IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. NOTHING IN THESE TERMS LIMITS LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW, OR LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

18. Mutual Indemnification

You agree to indemnify, defend, and hold harmless Kingside Fitness, Inc. and its officers, directors, employees, and agents from and against any claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your misuse of the Platform; (b) your violation of these Terms; or (c) your violation of applicable law.

Kingside Fitness, Inc. agrees to indemnify, defend, and hold harmless you from and against any claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Kingside Fitness's own gross negligence or willful misconduct in connection with the Platform; or (b) Kingside Fitness's material breach of these Terms.

Each party's indemnification obligations are conditioned on the indemnified party: (i) promptly notifying the indemnifying party in writing of the claim; (ii) giving the indemnifying party sole control of the defense and settlement; and (iii) providing reasonable cooperation at the indemnifying party's expense.

19. Dispute Resolution; Governing Law; Venue

These Terms are governed by the laws of the State of Texas, without regard to conflict-of-law principles. Before initiating any formal legal proceeding, you and Kingside Fitness agree to attempt to resolve the dispute informally by contacting Kingside Fitness at info@kingside.fit. The parties will negotiate in good faith for at least thirty (30) days before either party may initiate a formal proceeding.

If the dispute is not resolved informally, either party may bring an individual action in a court of competent jurisdiction. If you are affiliated with a Texas-based fire department, venue shall be exclusively in the state or federal courts located in Travis County, Texas. If you are affiliated with a fire department outside Texas, venue shall be in a court of competent jurisdiction in the state where your fire department is located, unless the parties agree otherwise in writing.

To the fullest extent permitted by law, all disputes must be brought only on an individual basis and not as a class, collective, consolidated, or representative action.

20. Changes to These Terms

We may update these Terms from time to time. If we make a material change, we will update the effective date at the top of this document and notify you by email. Your continued use of the Platform after receiving notice of a material change constitutes your acceptance of the updated Terms. If you do not agree to the updated Terms, you must stop using the Platform.

21. Miscellaneous

If any provision of these Terms is found unenforceable, the remaining provisions will continue in full effect, and the unenforceable provision will be modified to the minimum extent necessary to make it enforceable. Our failure to enforce any provision is not a waiver of our right to do so later. These Terms, together with the Privacy Policy, constitute the entire agreement between you and Kingside Fitness regarding the Platform and supersede all prior agreements. You may not assign these Terms; we may assign them to a successor in connection with a reorganization or transfer of our business.

22. Contact and Support

For questions about these Terms, platform support, account issues, or any other inquiry, contact us at:

Kingside Fitness, Inc.

3571 Far West Blvd #3122

Austin, TX 78731

Email: info@kingside.fit

Phone: 512-666-8248