

HIITON MARKETPLACE- PARTNER AGREEMENT

1 HIITOn Partners

- 1.1 HIITOn is a product of Ensource Digital World Technology Solutions SP LLC.
- 1.2 This Agreement sets out the terms upon which HIITOn (“HIITOn”, “we” or “us”) agrees to provide to you (“Partner” or “you”) access as a ‘Partner’ to our ‘HIITOn Marketplace’ online platform (the “Marketplace”) through which you may promote, offer and contract for the sale of your Services and the supply of your services (“Services”) to certain third party purchasers who are our registered customers on the Marketplace (“Customer”).
- 1.3 The agreement (the ‘Agreement’) is made between Ensource Digital World Technology Solutions SP LLC, and registered partners for classes or personal training (the ‘Partner’), company/individual holding a legal license to practice within UAE.

2 Your Services

- 2.1 You confirm that you are legally authorized & certified to provide services of Group & Dedicated Classes in the country you registered & take full responsibility for any Legal Action if it arise to justify any claims against your authenticity to provide such services including Licenses, Certifications or any other legal requirements.
- 2.2 HIITOn is just a marketplace to connect legally authorized & certified Class Organizers with Users who are looking to take part in Group Classes to stay fit. We are not responsible for any conflicts (Legal or Personal) between Partners & Customers and can only work as mediator to resolve the conflict.
- 2.3 You nominate HIITOn to accept payment on your behalf on regular intervals as per plan for which client has registered & pass the payment to you after deducting 20% Commission from each payout within 15 days of subsequent month of actual payment received from client.
- 2.4 You agree that if client selects to Pay at Venue but registration has happened through HIITOn or is being referred by HIITOn that can be justified through any means like Client Verification, Registration Email with Customer, Reference Email sent to Class Organizer by HIITOn for manual reference or any other means then you will pay 20% Commission from first month payout as received from client directly at your facility offline.
- 2.5 You agree to accept the clients who have registered through HIITOn Platform for the classes offered by you. The proof payment & registration will be the email sent to clients on your behalf with payment receipt and class schedule. You shall also receive the registration details of every client as it happens for record.
- 2.6 You agree to provide classes at the same price as you offer offline to avoid any conflicts.
- 2.7 You provide HIITOn the rights to send Tax Invoice of your services to each client on your behalf.
- 2.8 Without prejudice to any other right or remedy that we may have, if you fail to fulfill the order as per date mentioned in the service order or services listed on marketplace or within duration of any package purchased by the customer, entire amount will be refunded to the customer and we may suspend your ability to access your Account or any other part of the Marketplace, although we may choose to retain any content which you have previously published on the Marketplace.
- 2.9 No cancellation for any classes will be done through HIITOn Platform and no refund will be issued if cancelled. While you are free to refund the money directly to clients and cancel their participation, HIITOn will consider every sale in the calculation of month end commission calculation as the infrastructure fees and payment gateway fees are not refundable to us.
- 2.10 In particular, you warrant that you will not:
 - engage in any action with a Customer on the Marketplace designed to complete or facilitate a transaction away from the Marketplace, save for where you engage with a Customer through a Referral
 - refer to or promote external websites that facilitate sales away from the Marketplace; or
 - use contact information obtained on the Marketplace to offer or sell any Services away from the Marketplace.

3 Content Policy

- 3.1 You are responsible for all content which you upload and display on the Marketplace relating to your Services (e.g. Exercises, Fitness Classes or any other), including all information, text and images (“Partner Content”). All Partner Content will be uploaded and managed by you and you are responsible for keeping all Partner Content uploaded up to date and for ensuring that it comprises all relevant information to be displayed on the Marketplace in relation to your Services.
- 3.2 You are solely responsible for all elements of your Partner Content including its accuracy, ownership, and legality. You will upload, in the format required for the Marketplace platform, accurate and complete Service information for each Service (e.g.. Fitness Classes) that you make available to be offered for sale or supply on the Marketplace.
- 3.3 If you become aware that any Partner Content including any Service information is untrue, inaccurate or incomplete then you must immediately remove or correct the content as appropriate.
- 3.4 We have the right, but not the obligation, to monitor or otherwise review all Partner Content and communications between you and any Customers or other HIITOn Partners (if any) for compliance with the terms of this Agreement and we may decline to publish any Partner Content, and/or we may remove any Partner Content, at any time, in our sole discretion.
- 3.5 You shall not use, send, display, post, publish, submit, upload or otherwise transmit to the Marketplace or to us or any Customers that:
 - (i) is pornographic, sexually explicit or offensive or contains a link to an adult website;
 - (ii) contains violence;
 - (iii) conveys a message of hate against any individual or group;
 - (iv) encourages or glorifies drug use;
 - (v) is predatory in nature, or is submitted for the purpose of harassment or bullying;
 - (vi) is highly repetitive and/or unwanted including “spam” messages;
 - (vii) promotes or incites racism, bigotry, hatred or physical harm of any kind;
 - (viii) constitutes or promotes information that you know is false or misleading or promotes illegal activities
 - (ix) violates or attempts to violate the privacy rights, publicity rights, intellectual property rights, contractual rights
 - (x) breaches any applicable law, rule or regulation.
- 3.6 You may not collect, store or otherwise process personal data about any Customer except as permissible under applicable data protection legislation and in accordance with the privacy policy displayed on the website.
- 3.7 You will not use, send, display, post, publish, submit, upload or otherwise transmit to the Marketplace, to us or to any Customers that contains viruses, worms, trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or which allows your Account or any part of the Marketplace to function in any manner not incorporated by us in its original design and/or in a manner damaging to the name or reputation of the Marketplace.

4 Exclusivity

- 4.1 This Agreement does not grant any exclusive rights to the Partner. The Partner acknowledges that no Customer is obliged to order any Services or services exclusively through the Marketplace or at all and that the Marketplace may include Partners offering Services or services similar to or otherwise competitive with the Services of the Partner.

5 Intellectual Property Rights

- 5.1 The entry into and performance of the provisions of this Agreement does not constitute any assignment or transfer to you of any right, title or interest in or to any of our Intellectual Property Rights.
- 5.2 You hereby agree to defend, indemnify and hold harmless HIITOn and its Parent Company, and their employees from and against any and all claims, actions, demands, liabilities, obligations, losses, damages, judgments, settlements, costs, and expenses connected with any claim that any element of your Partner Content infringes the Intellectual Property Rights of any third party or any other third party claim related to any element of your Partner Content or your Account.

I agree and I have read and accept the above Terms & Conditions of this Partner Agreement.