



GLOSSARY OF TERMS (“GLOSSARY”)

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Term	Definition:
“Access Authorization”	means the written authorization by zingfit, which it may provide in its sole discretion, for the API User or another Person on behalf of the API User to access the API for one or more specific purposes as specifically requested by the API User, including but not limited to viewing the API User’s database within the zingfit System, performing Bulk Data Migration and/or sharing or transferring Reporting Data. The procedures for an API User to request requesting Access Authorization are set forth in the API Agreement.
“Affiliate”	means any entity that directly or indirectly controls, is controlled by, or is under common control with a Client or an API User (as the context might require). “Control” means the power to direct or cause the direction of the management and policies of an entity, whether through equity ownership, a credit arrangement, franchise agreement or other contractual arrangement. “Affiliate” also includes any studios and/or business locations of a Client or API User, which have been designated to receive Services under an App Hosting Agreement or an API Agreement.
“Aggregator Data”	means Consumer Data that is captured by an Aggregator’s API User’s Application.
“Aggregator”	means a Person who (i) is not a Client, (ii) uses the API or accesses the zingfit System through something similar to an application programming interface to make a Reservation, and (iii) is compensated directly or indirectly by either the Consumer or the Client for the service of making the Reservation or otherwise monetizes the use of the API.
“API Account”	means an account that is registered and maintained on behalf of any user of the API (as required under the API Agreement).
“API Agreement”	means that agreement containing the terms for anyone who uses or accesses the API (including the supporting documents incorporated therein by reference). For Clients the API Agreement can be found at the following url and is incorporated by reference into a Client’s App Hosting Agreement: http://www.zingfit.com/legal-docs/API-agreement-terms-and-conditions/ . If an API User – such as an API Partner -- has executed a separate contract to use and/or access the API, then for such API User (i) any reference to an “API Agreement” shall mean and refer to such terms as set forth in such separately executed agreement (including the supporting documents incorporated therein by reference), and (ii) the terms of such separately executed agreement shall override those terms that are set forth in the above url (e.g., if a API Agreement has been separately executed then such separately executed API Agreement shall override the terms of the API Agreement that has been posted online).
“API Data”	for the purposes of the API Agreement, means (i) all data and information provided directly by a Client or Consumer to an API User, which API User in turn supplies to or uses in connection with the zingfit system through the API, but only

	if (ii) such data and/or information is not already in zingFit’s possession or is not also provided directly to zingfit from a Client or another source.
“API” or the “zingfit API”	means zingFit’s application programming interface that allows third-party software to access the zingfit System and includes any updates as those are made.
“API Call”	means any request to the API or a zingfit server in name of an application using an SDK or a API.
“API Docs”	means the documentation regarding the API generally and how a Person can build an application to interface or interact with the zingfit System via the API.
“API Fee Schedule”	means the schedule of fees that zingfit charges an API User. For Clients, the API Fee Schedule can be found here: http://www.zingfit.com/legal-docs/API-Fee-schedule/ . For all other API Users (e.g., who are not Clients) such as an API Partner, the “API Fee Schedule” shall mean the document attached as Exhibit A to the API Agreement of such API User .
“API Fees”	collectively means all of those fees that a user of the API is responsible for paying under the API Fee Schedule.
“API Partner”	means a Person who (i) is not a Client, (ii) uses the API or accesses the zingfit System through something similar to an application programming interface but does not make booking Reservations, and (iii) is compensated directly or indirectly by either the Consumer or the Client related to API Calls to the zingfit API or otherwise monetizes the use of the zingfit API.
“API User”	Is defined as one of the following: (i) a Client, (ii) the Person on behalf of whom the API Agreement is being executed as indicated on the signature page of the API Agreement, or (iii) a Third-Party Provider accessing the API on behalf of another API User.
“API User’s Application”	means any application that an API User develops (i) to access or use the zingfit API or the zingfit System, and/or (ii) to use, search, display, upload, and/or modify zingfit Content, Client Data, Consumer Data or API Data.
“App Hosting Agreement”	means the App Hosting Agreement between Client and zingFit, which includes the terms for the provision of Services and Client's access to the zingfit System. The term “App Hosting Agreement” collectively refers to the App Hosting Agreement and all supporting documents, the terms of which are incorporated by reference into the App Hosting Agreement, including but not limited to the zingfit Policies and these User Terms & Conditions.
“Arbitrators”	means three arbitrators who are appointed by JAMS (Judicial Arbitration and Mediation Services) to resolve any disputes as set forth in the User Terms & Conditions.
“Branding Requirements”	means those requirements of how a person may refer to zingfit or use the zingfit Marks as set forth in the document titled, “Branding Requirements”, which can be found here http://www.zingfit.com/brand-requirements/ . Notwithstanding the foregoing, if API User has executed a separate API Agreement, then the “Branding Requirements” shall mean the document attached as Exhibit C to such API Agreement.

“Call Volume Fees”	means those fees as defined in the API Fee Schedule.
“Claim(s)”	means any present or future direct or indirect indebtedness, liability, settlement, judgment or judicial compromise (whether voluntary or involuntary), loss, damage, interest charge, penalty, deficiency, obligation or responsibility, whether known or unknown, fixed or unfixed, conditional or unconditional, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent or otherwise (including reasonable costs and reasonable attorneys’ or consultants’ fees and expenses). The term, “Claims” also includes any court costs and reasonable attorney fees in defending any legal action or assertions whether brought (or raised) by a Party or a third party.
“Client Content Pages”	means those pages of the Client’s website that are not related to scheduling, reserving or purchasing health classes (e.g., spinning classes, yoga classes, etc.) or other related merchandise or items.
“Client Data”	means all content, data or information provided directly by Client to zingfit or that Client employs in conjunction with the zingfit System. Client Data excludes Consumer Data and/or zingfit Data.
“Client Responsibilities”	means any of the responsibilities and/or liabilities of Client as set forth in the App Hosting Agreement and/or the API Agreement, including but not limited to making any and all payments thereunder.
“Client Software”	means any software code or application – except for the zingfit System or Third Party Applications – that Licensee incorporates into its applications, products and services.
“Client”	for the purposes of the App Hosting Agreement, “Client” has such meaning as set forth on page 1 of the App Hosting Agreement. For the purposes of any document or agreement (other than the App Hosting Agreement) “Client” means any person that has executed an App Hosting Agreement or who has engaged zingfit in any capacity for Services or products.
“CMS”	means zingfit’s proprietary content management system.
“Confidential Information”	with respect to the App Hosting Agreement has such meaning as set forth in Paragraph 11 of the User Terms & Conditions. with respect to the API Agreement, “Confidential Information” is defined directly therein.
“Consumer Data”	means any data that is input by a Consumer into the zingfit System.
“Consumer”	means a business or individual that interacts with a Client or schedules or purchases products or services from a Client through the zingfit System.
“Correspondent Reservation”	means a Reservation made and/or facilitated by a Correspondent.
“Correspondent”	means a third party other than an Aggregator that (i) uses the API or accesses the zingfit System through something similar to an application programming interface

	to make a Reservation, and (ii) is NOT compensated directly by either the Consumer or the Client for making the Reservation.
“Credit Card Processor”	means a third party – regardless of whether such third-party is unrelated to zingfit or is an Affiliate of the zingfit – who provides credit card processing of transactions for the benefit of Client.
“Customization Estimate”	means zingFit’s estimate of customization expenses, which is to be provided to Client only after Client has provided zingfit with a Web Design, Room Design and/or Other Design.
“Customization Review & Analysis”	is an Integration Add-on and is the process whereby zingfit reviews and analyzes Client’s requested features to the zingfit System (e.g., in addition to the Standard Integration and/or other Integration Add-ons). Client is billed for this process of reviewing and determining the required Customization as an Integration Add-on, according to the Integration Pricing Table.
“Customization”	means those requests by Client requiring customization, which is in addition to Integration, as indicated on the Integration Plan.
“Dispute”	means any dispute, controversy, or claim arising under or relating to the App Hosting Agreement or the API Agreement.
“Effective Date”	For the App Hosting Agreement, “Effective Date” is as set forth on page 1 of the App Hosting Agreement. For the API Agreement, “Effective Date” means <ul style="list-style-type: none"> 1. For Clients, who are API Users, the Effective Date of the App Hosting Agreement, and 2. For all API Users, who are not Clients, the “Effective Date” is the earlier of the date as set forth on the signature page of the API Agreement or the date that an API User begins using or accessing the API.
“End User”	means any and/or each person who in any manner accesses or uses the zingfit System, the API, or the zingfit website.
“Flex Pack”	has such meaning as set forth under “Flex Pricing.”
“Flex Pricing”	is a Service Tier Add-On (as listed under the Service Tier Options table) that a Client can add to its Subscription Plan (e.g., within its App Hosting Agreement with zingFit). Flex Pricing is a “wallet type” of a program where a Consumer can pay monies or allocate monies toward an account, titled a “ Flex Pack ,” which can then be used to make purchases for Reservations. Every Flex Pricing deposit and/or contribution will increase the balance under the Flex Pack, and every purchase of a Reservation or other ancillary product (a purchase of a Reservation or other item by one of Client’s Consumers is referred to herein as a “ Flex Purchase ”) will decrease the balance under the Flex Pack.
“Flex Additional Fees”	means the additional fee charged for each Flex Purchase over the minimum number of Flex Purchases as provided for under Client’s Subscription Plan (of the

	App Hosting Agreement). Flex Additional Fees (if any) shall be billed in arrears after each month in which occurred.
“Flex Purchase”	has such meaning as set forth under “Flex Pricing.”
“Force Majeure Event”	means the occurrence of any event, the cause of which is beyond a Party’s reasonable control and occurring without that Party’s fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems, computer attacks (by government/nation entities or otherwise) or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility.
“Fully Trained”	means those personnel of Client who have completed three sessions of the zingfit training per the App Hosting Agreement.
“GDPR”	means the General Data Protection Regulation passed by the European Union on April 14, 2016 and which became enforceable on May 25, 2018, including any updates or amendments.
“Glossary”	means this glossary, which provides definitions for capitalized terms, which are to be incorporated into zingFit’s various contracts, schedules, appendices, policies, guidelines etc.
“High- Demand Call Volume Fees”	Means those fees, which are defined as such in the API Fee Schedule.
“HIPAA”	means the Health Insurance Portability and Accountability Act that was passed by Congress, including any updates or amendments.
“Hosted Webpages”	per the Subscription Plan means the zingfit Scheduling Pages and any Client Content Pages if selected as a Service Tier Add-On under the Subscription Plan.
“Incorporated Documents”	means those documents, which are incorporated into the App Hosting Agreement as set forth in the App Hosting Agreement (i.e., Paragraph 12.b of the App Hosting Agreement).
“Integration Add-Ons”	means those additional Integration work or features (e.g., in addition to Standard Integration) as indicated on the Integration Plan.
“Integration Deposit”	means the amount of payment required upon execution of the App Hosting Agreement for Integration (including Standard Integration and Integration Add-Ons), which equals 50% of the Integration fees as set forth in the Integration pricing table of the Integration Plan.
“Integration Plan”	means the terms governing the Integration to be performed by zingfit as specified in the App Hosting Agreement and labeled as the, “Integration Plan.”
“Integration”	means the development work, which is required so as to integrate the zingfit System with Client’s existing webpages and/or Client Software in order for Client to use the zingfit System.

“Network Access Fee”	means the monthly fee charged to Client solely in exchange for access to the API, which is in addition to the other API Fees set forth in the API Fee Schedule.
“OAuth App”	means an application, which has been approved and provided by zingfit, through which API Users are able to authenticate and gain a specific type of access to the zingfit API. OAuth Apps are specific to each API User.
“OAuth Apps Authorization Schedule”	means that schedule containing those specific OAuth Apps, which zingfit authorizes a specific API User to use when accessing the API. For Clients, the OAuth Apps Authorization Schedule is set forth in the App Hosting Agreement. For Third Party Providers, the OAuth Apps Authorization Schedule is set forth in the Third Party Data Processing Agreement. For all other API Users (e.g., such as an API Partner) the OAuth Apps Authorization Schedule is set forth in the API Agreement. Authorization to use the Reporting OAuth App shall only be granted where the API User has executed a Personal Data API Access Form.
“Paragraph”	means any of the numbered paragraphs in a particular contract, agreement, policy, guideline, etc., including any underlying subparagraphs or divisions.
“Party/Parties”	<p>in reference to (or in the context of) the App Hosting Agreement, “Party/Parties” means zingfit and the Client collectively (e.g., as the Parties), or individually either zingfit or Client (e.g. as a Party).</p> <p>In reference to (or in the context of) the API Agreement, “Party/Parties” means zingfit and the API User collectively (e.g., as the Parties), or individually either zingfit or API User (e.g. as a Party).</p>
“Payment Authorization” or “Payment Authorization Agreement”	is the authorization provided by Client in the App Hosting Agreement to process fees and charges as set forth in the App Hosting Agreement.
“PCI DSS”	means the Payment Card Industry Data Security Standard (PCI DSS), which is a proprietary information security standard for organizations that handle branded credit cards from the major card schemes including Visa, MasterCard, American Express, Discover, and JCB.
“Permitted Call Volume”	Means the number of permitted API Calls - per the API Agreement – that API User will be permitted to make within a rolling time interval as set forth on the API Fee Schedule .
“Person” or “person”	means any individual person and/or any particular company or entity as the case may be.
“Personal Data API Access Form”	means that form containing those terms, to which an API User must agree, in order to access the Reporting OAuth App.
“Personal Health Information” or “PHI”	has such meaning as defined under HIPAA.
“PII” or “Personally Identifiable Information”	means all data and information about Consumers or the Parties' end users, which is used in connection with the API or the zingfit System, including but not limited to such Consumer’s or end-user’s name, address, email address, phone numbers, emergency contact information, reservation history and tendencies and financial

	transaction data, including but not limited to credit card permission, debit card information and/or bank account information.
“Privacy Policy”	means the zingfit Privacy Policy as may be updated by zingfit from time to time, which is accessible at the following URL (or such other URL specified by zingFit): https://zingfit.com/privacy-policy/ . Notwithstanding the foregoing, if API User has executed a separate API Agreement, then the “Privacy Policy” shall mean the document attached as Exhibit D to such API Agreement..
“Reporting Data”	means any of the following with respect to any Customer or End User: <ul style="list-style-type: none"> i. Personally Identifiable Information, ii. purchase history or data, and/or iii. attendance history or data.
“Reservation”	means a transaction through the zingfit System or API that reserves attendance in a class or session that (i) a Consumer makes with a Client, and (ii) that is actually charged to the Consumer without a possibility of refund – either because the Consumer actually attends such class or session or fails to cancel or reschedule such class or session according to the Client’s policies so as to entitle the Consumer to a refund.
“Room Design”	means a Client’s proposed room design – including any graphics, media assets or instructions as required by zingfit – for a particular Hosted Webpage wherein a Consumer would order or reserve a class from Client.
“Security Policy”	means that policy that addresses security issues and requirements and which can be found here: https://zingfit.com/security-policy/ . Notwithstanding the foregoing, if API User has executed a separate API Agreement, then the “Security Policy” shall mean the document attached as Exhibit E to such API Agreement.
“SEO”	means search engine optimization.
“Service Level Agreement” or “SLA”	with respect to the App Posting Agreement means that agreement that specifies the availability of the Hosted Webpages over the Internet as set forth in the App Hosting Agreement, which can be found at this URL: https://zingfit.com/app-hosting-agreement-service-level-agreement/ There is no SLA with respect to the API, unless explicitly provided for otherwise.
“Service Marks”	means (a Person’s) business name(s), trademarks, service marks or logos (collectively, “Service Marks”).
“Service Tier Add-ons”	means those Services in addition to the Service Tier, for which Client is subscribing, as specified under the Service Tier Options Table in the Subscription Plan.
“Service Tier”	means the level of Service that Client subscribes to receive under the Subscription the Plan – e.g., Studio Level, Boutique Level, or Enterprise Level.
“Service Tier Options Table”	is a table in the Subscription Plan (of the App Hosting Agreement) that indicates

	both the Service Tier and the Service Tier Add-Ons to which Client is subscribing.
“Services”	means any services performed by zingfit or any rights granted by zingfit under the App Hosting Agreement, the API Agreement or otherwise, including but not limited to the License, Integration, Customization, the availability of (or access to) the API, the Hosted Webpages, support and/or training.
“Standard Integration”	is defined in the Integration Plan.
“Studio”	means each physical location where a Client conducts business.
“Studio Management Activities”	means to execute or carry out any in-studio point-of-sale transactions for any person or legal entity, including but not limited to the sale or performance of reservation booking or management of any classes, class packages, memberships or merchandise.
“Subscription License”	means the license as provided for in the App Hosting Agreement for the duration of the Subscription Term to use the zingfit System as specified in the Subscription Plan.
“Subscription Plan”	means the terms governing the Services to be provided by zingfit as specified in the App Hosting Agreement and labeled as the, “Subscription Plan.”
“Subscription Term”	means that term for which Client is contracting to receive Services as specified the Subscription Plan.
“Support Plan”	means the level of support that zingfit will provide to Client as indicated in the Service Tier, for which Client is subscribing under the Subscription Plan – e.g., the Support Plan specifies the amount of email and telephone support (if any) to which Client is entitled to receive.
“Termination Date”	means the date on which App Hosting Agreement terminates as specified in the paragraph titled, “Term, Termination & Suspension” of the App Hosting Agreement.
“Third-Party Application”	means any third-party products, software, applications, websites, implementations or services, including loyalty programs, that the zingfit System links to or is used in conjunction with the zingfit System or Services.
“Third-Party Data Processing Agreement”	means that agreement in conjunction with the API Agreement that the API User must execute along with any third parties to whom it desires to delegate responsibility under the API Agreement.
“Third-Party Provider(s)”	independent contractors, agents or third-party service providers who work on behalf of another person (e.g., such as a Client or You in the case of the API Agreement).
“Third Party Services”	third-party products or services that if zingfit makes available to the zingfit System or the API to a user of the API.
“Transition Period”	means a monthly period of time, which is to be determined mutually by zingfit and Client (in writing), after the Termination Date of the Subscription Plan. During the Transition Period, Client will continue to have access to Client Data and the

	zingfit System in exchange for paying Subscription Fees to zingfit on a monthly basis at zingfit’s then current rates.
“Unauthorized Access”	means where an API User (or Third Party Provider) provides any Person (other than those employees of the API User with a need to access the API to accomplish the purposes set forth in the API Agreement) with access to the API – including but not limited to the sharing of an API key, an OAuth App or any other credentials that would allow access to the API – except as specifically authorized in the API Agreement or as specifically authorized by zingfit in a writing signed by a senior officer.
“User Terms & Conditions”	means those user terms and conditions (as updated from time to time), which can be found the following URL: https://zingfit.com/user-terms/ . Notwithstanding the foregoing, if API User has executed a separate API Agreement, then the “User Terms and Conditions” shall mean the document attached as Exhibit C to such API Agreement, and all terms of such Exhibit C shall override the terms set forth in the above url.
“Web Code”	means the website HTML, CSS and/or JavaScript for a particular website.
“Web Design”	means the design for a Client’s website as provided by a Client to zingFit.
“You” or “Your”	means a user of the API in the context of the API Agreement.
“zingfit Content”	means any content on the zingFit’s website and any data associated with such content.
“zingfit Data”	any data or information collected by zingfit independently and without access to, reference to or use of any of Client Data.
“zingfit Marks”	means zingFit’s service marks, logos, product names, service names URLs, and/or domain names (e.g., for any of zingFit’s websites).
“zingfit Parties”	collectively means zingfit and its Affiliates and their respective shareholders, directors, officers, employees, agents, representatives, contractors, licensors, suppliers and service providers (collectively, the “zingfit Parties”).
“zingfit Scheduling Pages”	means the reserve schedule, customer account, reservation, series purchase pages and other scheduling pages as currently provided by zingfit in its Standard Integration.
“zingfit System”	collectively means (i) any and all hardware and/or software code used to provide any Services to Client under the App Hosting Agreement, including but not limited to the Web Code, the Web Design, zingFit’s servers, etc., and (ii) the zingfit Data.
“zingfit”	means ZINGFIT LLC, a Delaware Limited Liability Company.