

INTRANET TERMS OF USE

Welcome to **Stretch Zone Franchising IFX Portal**, the “Intranet” website for Stretch Zone franchisees. These Terms of Use apply to (1) Stretch Zone Franchising franchise owners to whom we have given Intranet administration rights, including the ability to add, change and delete users, etc. (“Franchise Owners”); and (2) employees to whom Franchise Owners have give Intranet access rights (“Franchise Users”).

By accessing this site and/or utilizing the information provided, the Franchise Owner and each of its Franchise Users accepts and is bound by these Terms of Use.

GENERAL PROVISIONS

1. Definitions

In these Terms of Use, “you” means the Franchise Owner and each Franchise User, and “we” or “us” means Stretch Zone Franchising.

2. Acceptance of Terms

You represent that you have read, and you agree to abide by, all of these Terms of Use. If at any time you determine not to accept any of these Terms of Use, you must immediately discontinue use of the Intranet. No Franchise Owner or Franchise User may use this Site in any way that involves a failure to abide by these Terms of Use or Getting Started with the Intranet.

3. Intranet Access

By obtaining a password for and logging on to this site, you acknowledge that we have authorized you to access the Intranet. Franchise Owners must be in good standing under their Franchise Agreement to access the Intranet or to permit employees to access the Intranet. If we determine that a Franchise Owner is in default under that Franchise Owner’s Franchise Agreement, we may suspend access to the Intranet by the Franchise Owner and any associated Franchise Users until the Franchise Owner cures the default. Of course, if a Franchise Agreement expires or terminates for any reason, that Franchise Owner’s Intranet privileges (as well as those of all sponsored Franchise Users) automatically terminate.

[You acknowledge that we voluntarily provide the Intranet as a service to Stretch Zone Franchising franchisees in good standing. Although we do not currently charge a fee for the Intranet, we reserve the right to charge an access fee and/or fees for specific services available through the Intranet.]

4. Modifications

We may modify these Terms of Use at any time. Any modifications will be effective immediately upon posting them on the Intranet or notification to you by other means. By continuing to use the Intranet, you accept and are bound by the modified Terms of Use.

5. Confidentiality of Our Information

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All information on the Intranet, including passwords, is deemed to be our confidential information and trade secrets. You must honor all of the Franchise Agreement's provisions relating to trade secrets and confidential information with respect to all information on this site. This means, among other things, that you may not disclose your password or any other information on the Intranet, including the site's domain name or URL, to any person whom we have not authorized to have that information. Your violation of these provisions is a breach of the Franchise Agreement.

Franchise Owners and Franchise Users must take the precautions that we periodically specify to protect our confidential information. If you learn of a breach of the confidentiality of a user name or password assigned to you or your employees, or any breach of security through a Franchise Owner's or Franchise User's account, you must report it to us immediately at support@stretchzone.com. Your confidentiality obligations continue even if your access to the Intranet ends.

6. Your Registration Information

The Franchise Owner is responsible for providing us with accurate and complete registration information for the Franchise Owner and each Franchise User. You agree to notify us promptly of any changes in the information provided to us.

7. Prohibited Conduct

You agree not to: (a) interfere or disrupt networks connected to the Intranet; (b) use or attempt to use any device, software or routine which interferes with the proper functioning of the Intranet or any transactions being offered through the Intranet; (c) transmit files, data or other materials containing a computer virus, corrupted data, worms, "Trojan Horses", or other instructions or design that would erase data or programming or cause the Intranet or any equipment or system to become inoperable or incapable of being used in the full manner for which it was designed; (d) take any action that imposes an unreasonable or disproportionately large load on our intranet infrastructure; (e) deliver any communication to or through the Intranet which violates any local, state, federal or international law; (f) deliver any communication to or through the Intranet that contains defamatory, libelous, abusive, or obscene material; or (g) deliver any communication to or through the Intranet that will infringe upon the rights of any third party.

8. Adding and Removing Franchise Users

Franchise Owners may give their employees access to the Intranet via their own username and password. Each Franchise Owner can have one access username and password.

9. Our Intellectual Property

Stretch Zone is a registered trademark of Stretch Zone Holdings.

The Intranet and all of its contents, including but not limited to articles, other text, photographs, images, illustrations, graphics, video material, audio material, software, and business processes (collectively the "intellectual property"), are protected by copyright, trademark and other laws of the United States, as well as

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international conventions and the laws of other countries. The intellectual property if owned or controlled either by Stretch Zone Holding, Stretch Zone Franchising or the party credited as the provider of the intellectual property. Additionally, the Intranet itself is protected by copyright as a collective work and/or compilation.

You may browse through the Intranet and download manuals and material available through the Intranet's financial and operations tools, solely for use in the operation of your franchise. All copyright, trademark, and other notices must be kept intact. You may not reproduce or allow others to reproduce any Intranet content, and you may not make any such content available to any person without our prior approval. Franchise Owners and Franchise Users may not attempt to alter or modify the content posted on the Intranet, except as part of their use of the Intranet financial and operations tools.

We may, in our sole discretion, immediately terminate access to the Intranet if your conduct fails to conform with any provision of this section.

10. Termination

We may suspend or terminate your access to the Intranet if: (a) you are in default under your Franchise Agreement; (b) your Franchise Agreement expires or terminates; (c) you sell or transfer your franchise to a new owner; or (d) we decide to stop operating the Intranet. We will give you notice of suspension or termination of your access. We will not be liable to you or any Franchise User or any third party for termination of your access to the Intranet. We may also terminate any Franchise User's user name, password, and access to the Intranet if the user fails to use the Intranet at least once during any 30-day period.

11. Disclaimer of Liability

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE INTRANET. THE INTRANET IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT OR TITLE.

We assume no responsibility for errors or omissions on the Intranet. We do not guarantee continuous, uninterrupted or secure access to the Intranet or that defects in the Intranet will be corrected. Each Franchise Owner or Franchise User is responsible for implementing sufficient procedures to satisfy the particular requirements for protection of his or her own system and/or accuracy of data, and for maintaining a means to reconstruct lost data.

Stretch Zone Franchising, OUR AFFILIATES, AND ANY OTHERS INVOLVED IN CREATING THE INTRANET AND ITS CONTENTS ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM ANY CIRCUMSTANCE INVOLVING THE INTRANET, INCLUDING BUT NOT LIMITED TO OUR NEGLIGENCE, FRANCHISE OWNER'S OR FRANCHISE USER'S ACCESS TO AND USE OF THE INTRANET, THE UNAVAILABILITY OF THE INTRANET, ERRORS OR INACCURACIES CONTAINED ON THE INTRANET, OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY FRANCHISE OWNER OR FRANCHISE

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USER, EVEN IF WE HAVE BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGE.

We are not responsible for or liable for any damage, including damage caused by viruses, to a computer, computer system, or other property, during or on account of access or use of the Intranet or any sites to which the Intranet links. The Intranet may include "links" to other internet sites, both related and unrelated to the Intranet that may be of interest. We are not responsible for the content or availability of these sites.

12. Indemnity

You agree to indemnify, defend, and hold harmless Stretch Zone Franchising and our parents, subsidiaries, affiliates, and their respective directors, officers, employees, agents, and subcontractors against all claims, actions, liabilities, losses, expenses, damages, and costs, including but not limited to, attorneys' fees, that may at any time be incurred by reason of: (a) your or your employees' violation of these Terms of Use; (b) any claim brought by a third party based on your or your employees' use of the Intranet; (c) your or your employees' negligence or willful misconduct; or (d) any virus, worm, "Trojan Horse", or other contaminating or destructive feature contained in a message from you or your employees.

13. Notices

Any notices to us concerning the Intranet must be sent to support@stretchzone.com

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14. No Waiver

Our failure to enforce, or delay in enforcing, any provision of these Terms of Use will not be construed as a waiver of any provision or right.

15. Governing Law and Forum for Litigation

Any dispute between you and us concerning the Intranet will be governed by the dispute resolution provisions of your Franchise Agreement.

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ELECTRONIC COMMERCE THROUGH THE INTRANET

In addition to the General Provisions, the following provisions apply to any electronic commerce transacted through the Intranet:

1. Electronic Signatures

If we make it possible to purchase products or services through the Intranet and you elect to do so, by engaging in electronic commerce through the Intranet, you acknowledge the adequacy and sufficiency of electronic signatures for the formation of a binding contract.

2. Terms of Electronic Commerce Transactions

Terms of electronic commerce transactions will be governed by the vendor/buyer agreements or law, as applicable.

3. Disclaimer of Warranty

WE MAKE NO WARRANTY THAT ANY INFORMATION, PRODUCT, OR SERVICE AVAILABLE ON THE INTRANET WILL FULFILL A FRANCHISE OWNER'S, FRANCHISE USER'S OR OTHER USER'S PARTICULAR PURPOSES OR NEEDS.

E-MAIL

In addition to the General Provisions, the following provisions apply to use of e-mail provided by us for use by Franchise Owner or Franchise User:

1. E-Mail Storage

We reserve the right to establish a limit on the amount of memory or other computer storage a Franchise Owner or Franchise User may utilize to store e-mail on our servers and/or the amount of time such e-mail may remain on our servers. We assume no responsibility for the deletion of, or failure to store, Franchise Owner's or Franchise User's e-mail.

2. Privacy

Your email account associated with the franchised business is not private and may be accessed by us in our discretion. We have the right to access and search within any email account associated with the operation of your franchised business. If we access or search your email accounts, it is solely for our benefit and not to monitor you or your employees' activities or to assist with the operation of your franchised business.

3. Email signatures

Your email account must include the following signature line:

[Franchisee name]

Independent owner and operator of Stretch Zone Franchising

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4. Franchise Owner, Franchise User Representations

You agree not to: (a) use e-mail service provided by us to transmit files, data, or other materials containing a computer virus, corrupted data, worms, "Trojan Horses" or other instructions or design that would erase data or programming or cause the Intranet or any other equipment or system to become inoperable or incapable of being used in the full manner for which it was designed; (b) use e-mail service provided by us in connection with chain letters, junk e-mail, spamming, or any duplicative or unsolicited messages (commercial or otherwise); or (c) create a false identity or forged e-mail address or header, or otherwise attempt to mislead others as to the identity of the sender or the origin of the message.

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THE INTRANET FORUMS

In addition to the General Provisions, the following provisions apply to your use of any Intranet forums:

1. Information Posted on Forums

You may deliver to the Intranet forums only content that is either (a) owned by you, (b) submitted with express permission of the owner, or (c) in the public domain. Violation of these restrictions may result in legal actions against the violator and/or limitations on access to the Intranet.

We don't guarantee the preservation of information posted on the forums. Franchise Owners and Franchise Users who wish to do so must keep individual records of activity conducted through the forums.

2. Intellectual Property

If you post or make accessible on the Intranet communications or other materials that infringe the copyrights of a third party, we will terminate your access to the Intranet in accordance with our copyright infringement policy pursuant to the Digital Millennium Copyright Act Copyright Policy. We maintain a special e-mail address for notifications of claimed infringement concerning materials. All correspondence should be addressed to our Designated Agent to Receive Notification of Client Infringement at support@stretchzone.com. Franchise Owners and Franchise Users may contact us with complaints regarding allegedly infringing posted material and we will investigate those complaints. If we believe in good faith that the posted material violates any applicable law, we will remove or disable access to any such material and we will notify the posting party that the material has been blocked or removed in accordance with copyright infringement policy.

3. Disclaimer of Liability

We do not control and are not responsible for messages, information or files ("Messages") delivered to the Intranet forums. We do not edit or systematically monitor or delete Messages delivered to the Intranet forums. However, we reserve the right to begin doing so at any time. We may excerpt a portion or portions of Messages for use elsewhere. These activities do not impose any responsibility or liability on us for damages arising from Messages delivered to the Intranet forums or from our alteration of such Messages. We do not warrant the accurate or timely delivery of Messages. All Franchise Owners and Franchise Users are solely responsible for the content of the Messages they deliver to the Intranet. We are not responsible for any damages of any kind arising from any Message delivered to the Intranet, even when we are advised of the possibility of such damage.

4. Rights to Messages Delivered to the Intranet Forums

All material, information, and ideas contained in Messages you post on the Intranet forums automatically become our property, without any obligation of confidentiality. We may modify, use, and distribute this material in any way with no liability to you. If any court determines that we do not retain exclusive ownership of any such material, information, or ideas, then we retain a non-exclusive license to use them.

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