Terms of Service

Effective Date: November 1, 2026

These Terms govern the FitX websites, fit app, scanning and related services, and purchases from FitX Brands Inc. ("FitX," "we," or "us"). You accept these Terms through the acceptance step provided when creating an account or placing an order, or when you continue past the first of our fit questions or the question "What do you need from your shoes?" on fitxlab.com. If you do not agree, do not continue, create an account, or order.

Section 10 includes individual arbitration and a class-action waiver, subject to its exceptions and applicable law. You may opt out as described there.

Contact: hello@fitxlab.com. Mailing address: 600 N Broad Street, Suite 5-912, Middletown, DE 19709.

1. Eligibility, accounts, and acceptable use

Our service is intended for adults in the United States. You must be at least 18, or the age of majority where you live if higher, to create an account or buy products. Provide accurate information and use your own account.

Keep passwords, sign-in links, codes, and scan links private. Tell us promptly if you suspect unauthorized access.

Use the service lawfully. Do not disrupt it, bypass security, misuse another account, upload unlawful material, or copy or reverse engineer protected software except as permitted by law. We may suspend misuse or unauthorized access. Suspension does not remove an existing order obligation or a nonwaivable consumer right.

2. Scanning, fit information, and footwear

Your Fit Profile and personalized footwear depend on scan quality, your answers, and the fit preferences you confirm. Follow scanning instructions and provide accurate information. We may ask for a rescan, clarification, or fit feedback before producing or remaking a pair. The scanning service includes limited records of scan progress, completion, and technical errors, described below Start Scan and in our Privacy Policy. Starting a scan does not change your optional replay or advertising choices. On fitxlab.com, continuing past the first of our fit questions is your agreement to these Terms, the Privacy Policy, and the Consumer Health Data Privacy Policy, including the session recording of those questions described in the Privacy Policy; continuing past the question "What do you need from your shoes?" is your agreement to the same three documents.

Our scan, algorithms, and fit guidance (including the fit summary we show based on the fit needs you tell us, parts of which may be written with AI) support footwear selection and production.

They are not medical diagnosis, treatment, or a substitute for advice from a qualified healthcare professional. FitX footwear is not represented as a prescribed orthotic or a treatment for a medical condition. If you have a condition relevant to footwear, ask your healthcare provider for appropriate guidance.

Small variations in appearance, dimensions, or feel can occur in personalized manufacturing. This does not limit our Fit Guarantee, an express product promise, or applicable legal rights.

3. Orders, payment, delivery, and fit support

Prices, taxes, shipping charges, production requirements, and delivery estimates are disclosed before purchase. Shopify provides current checkout and payment services. FitX does not store complete payment-card numbers. Payment providers' terms and privacy practices also apply.

A scan or Fit Profile is not an order. An order is subject to acceptance, confirmation of the required fit information, and the terms shown at checkout. Delivery estimates run from the milestone stated with your order. We will communicate material delays and provide choices required by applicable law.

We may decline or cancel an order for a legitimate reason, such as fraud, an unavailable product, a material pricing error, or inability to fulfill the specification. If we cancel after payment, we will refund the payment as required.

Refund, cancellation, and any deposit terms are the terms disclosed before purchase. These Terms do not create a new refund or cancellation restriction after you order.

Our published Fit Guarantee governs eligible fit remakes and is part of your purchase terms. We provide eligible remakes and their shipping without an additional charge. There is no preset remake limit while you participate in the fit assessment process. Follow our feedback and return instructions, including returning the current pair before the next remake ships. Normal wear, damage, misuse, and preferences unrelated to fit are outside that guarantee. The guarantee does not eliminate rights provided by law.

4. Privacy and private fit records

Our Privacy Policy and, where relevant, Consumer Health Data Privacy Policy describe processing of personal information. On fitxlab.com, continuing past the first of our fit questions is your agreement to these Terms and both policies, including the session recording of those questions; continuing past the question "What do you need from your shoes?" is your agreement to these Terms and both policies. Marketing texts and emails follow the separate choices described in the Privacy Policy.

You permit us and our providers to process scans, fit answers, fit needs, and order specifications as needed to provide the service you request, subject to applicable law and the notices and choices provided. This is not a license to publish your private scan, health answers, fit needs, or

fit records in marketing. A purchaser's account includes a saved Fit Profile for future orders and eligible remakes, subject to the Privacy Policy's retention rules and your deletion rights.

5. Reviews, public submissions, and ideas

You retain your rights in content you submit. If you intentionally submit a review, testimonial, photo, or video for public use, you give FitX a nonexclusive, royalty-free license to display, reproduce, and reasonably edit it for that disclosed purpose. Use in advertisements, other new channels, or with an identifiable person's image requires the permission appropriate to that use. Do not submit content you lack permission to provide.

Private support messages, scan files, survey answers, and fit records are not public submissions and are not included in this marketing license. Their handling follows our privacy notices.

We may use general product suggestions to improve our services without paying for the idea, while respecting personal information and any separate confidentiality agreement.

6. FitX intellectual property and service availability

FitX and its licensors own the service's software, branding, designs, and other protected content. You may use the service for its intended personal purposes. These Terms do not transfer intellectual-property ownership.

We may maintain, update, or suspend parts of the service. Where practical, we will communicate material changes affecting an order or account. Existing purchase obligations, applicable privacy rights, and nonwaivable legal rights continue.

7. Email and optional text messages

We may send account, security, scan, order, and support communications needed for the service. Marketing email follows your communication choices; use the unsubscribe link or contact us to stop it.

If you separately enroll in FitX marketing texts through a clear signup disclosure, you agree to the described messages at the number provided, including messages sent using automated technology where stated. Consent is not a condition of purchasing or using the free scan. Providing a number for checkout, verification, or support alone does not enroll you. If you ask us to text you a link to your scan, we send a service text to the number you give us each time you ask (at most a few a day); it does not enroll you in marketing texts. Keep the link private: it signs in to your scan account for 30 days.

Message frequency varies; message and data rates may apply. Reply STOP to unsubscribe or HELP for help; contact hello@fitxlab.com for support. A permitted confirmation of your unsubscribe may follow. Tell us if the number changes or is reassigned. Carriers are not responsible for delayed or undelivered messages.

8. Disclaimers and liability

To the extent permitted by law, the digital service is provided as available, and we do not promise uninterrupted or error-free access. Our published Fit Guarantee, express product commitments, and warranties or consumer rights that cannot be excluded remain in effect.

To the extent permitted by law, FitX is not liable for indirect, incidental, special, consequential, or punitive losses arising from the service. For claims subject to a lawful contractual cap, our aggregate liability is limited to the greater of the amount you paid for the product or service giving rise to the claim and US $100.

These exclusions and limits do not apply to liability that applicable law does not permit us to exclude or limit, including applicable rights concerning defective products or personal injury, or to our fraud or willful misconduct. They do not excuse a refund, remake, or other express obligation owed to you.

9. Claims resulting from misuse

To the extent permitted by law, you are responsible for third-party claims caused by your unlawful content, infringement of another person's rights, or intentional misuse of the service. This does not require you to indemnify FitX for its own misconduct or for merely making an ordinary consumer claim. We will give notice of a covered claim and a reasonable opportunity to participate in its defense.

10. Governing law and disputes

Delaware law governs these Terms, subject to mandatory consumer protections that apply where you live.

Contact hello@fitxlab.com to describe a dispute and the resolution requested. We will try to resolve it informally. Either party may start formal proceedings after 30 days if it remains unresolved; this does not delay urgent relief or a deadline that law requires.

Except for the exclusions below and where prohibited by law, you and FitX agree to resolve covered disputes through binding individual arbitration administered by JAMS under its applicable consumer rules and Consumer Minimum Standards. The agreement binds both parties. The arbitrator may award remedies available under applicable law.

Arbitration may take place remotely or at a location that allows you meaningful access, consistent with the JAMS standards. Consumer fees will not exceed the amount allowed by those standards; FitX pays the other costs required of the business. The parties may exchange relevant nonprivileged information, and the arbitrator will issue a written decision.

Either party may use a competent small-claims court. Claims or requests for relief that cannot lawfully be required to proceed through individual arbitration, including nonwaivable public

injunctive relief where applicable, remain available in court. Either party may seek temporary relief necessary to protect rights pending a proceeding.

For claims lawfully subject to arbitration, you and FitX waive trial by jury and agree to proceed individually, rather than in a class, collective, or representative action. If a waiver cannot lawfully apply to a particular claim or remedy, that part will proceed in court and will not be required to proceed through class arbitration.

You may opt out of this arbitration agreement by emailing hello@fitxlab.com within 30 days after first accepting these Terms. Include your name, the email address or mobile number on your account (or, if you have no account, an email address where we can reach you), and a statement that you opt out of arbitration. Opting out does not affect your ability to use the service. If you opt out, or arbitration does not apply, proceedings may be brought in a court with jurisdiction under applicable law.

11. Changes and other terms

We will post changes with an updated effective date and provide appropriate notice of material changes. Changes apply prospectively; they do not retroactively reduce an existing order's terms, resolve an existing dispute under new terms, or replace a consent required by law. Where affirmative acceptance is required, we will request it.

If a provision is unenforceable, the remaining provisions continue to the extent permitted by law. These Terms, the applicable purchase disclosures, and the Fit Guarantee govern the service and your order, subject to any separate agreement and mandatory law.

Questions: hello@fitxlab.com.