

TERMS OF USE

Effective Date: May 29, 2026 | Last Updated: May 29, 2026

The Emotional Gym LLC | www.theemotionalgym.com

CRITICAL NOTICE: The Emotional Gym is a wellness platform, NOT a licensed mental health service. Nothing on this platform constitutes therapy, counseling, diagnosis, or medical advice. If you are experiencing a mental health crisis, call or text 988 (Suicide & Crisis Lifeline) or go to your nearest emergency room.

1. Acceptance of Terms

Welcome to The Emotional Gym (“Site”, “Platform”, or “Services”), operated by The Emotional Gym LLC (“Company”, “we,” “our,” or “us”), a North Carolina limited liability company. Our principal website is www.theemotionalgym.com.

These Terms of Use (“Terms” or “Agreement”) govern your access to and use of our Services. By accessing or using the Services — including our main website, waitlist pages, and any future mobile or web application — you agree to be legally bound by these Terms. If you do not agree, do not use our Services.

You must be at least 18 years old to use the Services. By using the Services, you represent that you are 18 years of age or older and have the legal authority to enter into this Agreement.

2. Description of Services

The Emotional Gym is a wellness platform that uses original short films to help users explore and process core emotions. Our Services are designed to support emotional well-being through storytelling and cinematic experiences.

NOT THERAPY. NOT MEDICAL ADVICE. The Emotional Gym is not a licensed mental health provider, therapist, counselor, psychologist, psychiatrist, or any other type of clinical practitioner. The Company does not practice medicine or psychology. The films, content, and features of The Emotional Gym are not a substitute for professional mental health treatment. No content on this platform creates a therapist-patient, counselor-client, or any clinical relationship between you and the Company.

The Company expressly disclaims any responsibility for outcomes related to your emotional or mental health. If you are experiencing symptoms of a mental health condition, please consult a qualified mental health professional.

3. Crisis Resources

Engaging with emotional content may surface difficult feelings. If at any time you experience a mental health crisis, please reach out to one of the following resources:

- **988 Suicide & Crisis Lifeline:** Call or text 988 (US)
- **Crisis Text Line:** Text HOME to 741741
- **International Association for Suicide Prevention:**
https://www.iasp.info/resources/Crisis_Centres/
- **Emergency services:** Call 911 (US) or your local emergency number

The Emotional Gym is not a crisis service. Please use these resources in any emergency.

4. Privacy Policy

Your use of the Services is also governed by our Privacy Policy, available at www.theemotionalgym.com, which is incorporated into these Terms by reference. By using the Services, you consent to the data practices described in our Privacy Policy.

5. Accounts

5.1 Account Creation

Some features of the Services may require you to register for an account. When creating an account, you represent and warrant that all information you provide is accurate, current, and complete, and that you will maintain the accuracy of that information.

5.2 Account Responsibilities

You are solely responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. You agree to notify us immediately at mariahjreese@gmail.com of any unauthorized use of your account or any other security breach. We are not liable for any loss resulting from unauthorized use of your account.

5.3 Account Termination

You may delete your account at any time by contacting us. We reserve the right to suspend or terminate your account at any time and for any reason, including if we believe you have violated these Terms.

6. Subscriptions and Payments

When subscription or purchase features become available, the following terms will apply:

- All pricing will be displayed clearly before you are charged
- Payment is processed by a third-party payment processor; by providing payment information, you authorize us to charge the applicable fees
- You represent that you have the legal right to use any payment method you provide
- Subscription plans may auto-renew; you will be notified before any renewal charge
- Refund and cancellation terms will be specified at the time of purchase and incorporated into these Terms

We reserve the right to refuse or cancel any order or subscription at our sole discretion.

7. Intellectual Property

7.1 Our Ownership

All content on The Emotional Gym — including but not limited to original short films, scripts, music, artwork, logos, trademarks, emotional frameworks, and platform design — is owned by or licensed to The Emotional Gym LLC and is protected by United States and international copyright, trademark, and other intellectual property laws. “The Emotional Gym” name and logo are trademarks of The Emotional Gym LLC.

You may not reproduce, distribute, modify, publicly display, or create derivative works from any of our content without our prior written consent.

7.2 License to You

Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for your personal, non-commercial wellness purposes. This license does not include the right to download, copy, resell, or redistribute any content.

8. User Content

8.1 Your Content

If you submit any content to the Services (such as feedback, check-in responses, or community contributions), you retain ownership of that content. By submitting User Content, you grant The Emotional Gym LLC a worldwide, non-exclusive, royalty-free license to use, reproduce, and display your User Content solely as needed to operate and improve the Services.

8.2 Content Standards

You agree not to submit content that is:

- Abusive, threatening, harassing, hateful, or discriminatory
- Sexually explicit or pornographic
- False, misleading, or fraudulent
- Violating the privacy or rights of any third party
- In violation of any applicable law

8.3 Emotional Safety

Given the nature of our platform, we ask all users to approach community features (if any) with care and respect for others' emotional experiences. Content that could be harmful to other users' emotional well-being may be removed at our discretion.

9. Prohibited Uses

You agree not to:

- Use the Services for any unlawful purpose
- Attempt to gain unauthorized access to any portion of the Services or related systems
- Reverse engineer, decompile, or disassemble any part of the Services
- Use automated tools (bots, scrapers, crawlers) to access or collect data from the Services
- Impersonate any person or entity
- Use the Services to transmit malware, spam, or harmful code
- Interfere with the proper functioning of the Services
- Use the Services to build a competing product or service

10. Third-Party Services and Links

The Services may contain links to third-party websites or services. We are not responsible for the content, privacy practices, or terms of any third-party site. Your interactions with third-party sites are governed by their own terms and policies.

11. Disclaimers

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EMOTIONAL GYM LLC EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT

- ANY WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE
- ANY WARRANTY AS TO THE ACCURACY OR RELIABILITY OF ANY CONTENT ON THE SERVICES
- ANY WARRANTY THAT THE SERVICES WILL PRODUCE ANY PARTICULAR EMOTIONAL, THERAPEUTIC, OR HEALTH OUTCOME

THE EMOTIONAL GYM IS NOT A MEDICAL DEVICE AND MAKES NO MEDICAL CLAIMS. THE COMPANION WEARABLE DEVICE, WHEN AVAILABLE, IS INTENDED FOR GENERAL WELLNESS PURPOSES ONLY AND IS NOT INTENDED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY DISEASE OR MENTAL HEALTH CONDITION.

12. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE EMOTIONAL GYM LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE TO YOU FOR:

- ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES
- LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR OTHER INTANGIBLE LOSSES
- DAMAGES ARISING FROM YOUR RELIANCE ON ANY CONTENT OR SERVICE PROVIDED BY US
- ANY EMOTIONAL, PSYCHOLOGICAL, OR HEALTH-RELATED HARM ARISING FROM USE OF THE SERVICES

OUR TOTAL CUMULATIVE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THE SERVICES WILL NOT EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID TO US IN THE 12 MONTHS PRECEDING YOUR CLAIM, OR (B) FIFTY DOLLARS (\$50).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR LIABILITY. THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

13. Indemnification

You agree to defend, indemnify, and hold harmless The Emotional Gym LLC and its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with: (a) your use of the Services; (b) your User Content; (c) your violation of these Terms; or (d) your violation of any law or the rights of any third party.

14. Copyright Policy (DMCA)

We respect intellectual property rights. If you believe that any content on our platform infringes your copyright, you may submit a takedown notice to our designated Copyright Agent pursuant to 17 U.S.C. § 512(c) of the Digital Millennium Copyright Act (DMCA). Your notice must include:

- Your electronic or physical signature
- Identification of the copyrighted work you claim has been infringed
- Identification of the allegedly infringing material and its location on our Services
- Your contact information (address, telephone number, and email address)
- A statement that you have a good-faith belief the use is not authorized by the copyright owner
- A statement, under penalty of perjury, that your notice is accurate and that you are the copyright owner or authorized to act on the owner's behalf

Send DMCA notices to:

The Emotional Gym LLC

Attn: Copyright Agent

Email: mariahjreese@gmail.com

15. Governing Law and Dispute Resolution

15.1 Governing Law

These Terms are governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict-of-law principles.

15.2 Informal Resolution

Before filing a formal claim, you agree to contact us at mariahjreese@gmail.com and attempt to resolve the dispute informally. We will try to respond within 30 days.

15.3 Binding Arbitration

If informal resolution fails, any dispute, claim, or controversy arising out of or relating to these Terms or your use of the Services will be resolved by binding individual arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules, rather than in court. The arbitration will be conducted in Mecklenburg County, North Carolina, or remotely if agreed.

YOU AND THE EMOTIONAL GYM LLC EACH WAIVE THE RIGHT TO A JURY TRIAL AND AGREE THAT CLAIMS MUST BE BROUGHT INDIVIDUALLY. YOU WAIVE THE RIGHT TO PARTICIPATE IN ANY CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

15.4 Exceptions

Either party may bring an individual claim in small claims court in Mecklenburg County, North Carolina, if the claim qualifies. Either party may seek emergency injunctive relief in court to protect intellectual property rights or prevent immediate harm.

15.5 Statute of Limitations

Any claim arising out of or related to the Services must be filed within one (1) year after the cause of action accrues, or it is permanently barred.

16. Modifications to the Services and Terms

16.1 Modifications to Services

We reserve the right to modify, suspend, or discontinue any part of the Services at any time, with or without notice. We are not liable to you or any third party for any modification, suspension, or discontinuation of the Services.

16.2 Modifications to Terms

We may update these Terms from time to time. If we make material changes, we will notify you by email (if provided) and by posting a notice on our website at least 30 days before the changes take effect. Your continued use of the Services after the effective date of changes constitutes your acceptance of the revised Terms.

17. Term and Termination

These Terms remain in effect while you use the Services. We may suspend or terminate your access at any time and for any reason, including for violation of these Terms. Upon termination, all licenses granted to you will cease immediately. Sections 7, 9, 10, 11, 12, 13, 14, 15, and 17 survive termination.

18. Miscellaneous

- **Entire Agreement:** These Terms, together with our Privacy Policy, constitute the entire agreement between you and The Emotional Gym LLC regarding the Services and supersede all prior agreements.
- **Severability:** If any provision of these Terms is found unenforceable, it will be modified to the minimum extent necessary and the remaining provisions will continue in full force.
- **Waiver:** Our failure to enforce any provision does not constitute a waiver of our right to enforce it in the future.

- **Assignment:** You may not assign your rights under these Terms. We may assign ours without restriction.
- **No Agency:** Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and the Company.

19. Contact Information

The Emotional Gym LLC

Email: mariahjreese@gmail.com

Website: www.theemotionalgym.com