HEALTH AND SAFETY WAIVER FOR DO YOU FITNESS
Last Updated March 3rd, 2023

PLEASE READ THIS WAIVER CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS AND LIMITS YOUR ABILITY TO RECOVER DAMAGES FOR ANY INJURIES SUSTAINED WHILE USING OUR VIRTUAL REALITY FITNESS GAME ("DO YOU FITNESS").

By purchasing and/or using the DO YOU FITNESS, you acknowledge and agree to the following:

1. You acknowledge that DO YOU FITNESS is a high intensity exercise program that may involve physical exertion, including but not limited to running, jumping, and other strenuous activities.
2. You represent and warrant that you are in good physical condition and have no medical or physical conditions that would prevent you from using DO YOU FITNESS or that would put you at risk if you use DO YOU FITNESS.
3. You acknowledge that DO YOU FITNESS requires the use of a VR headset, and that the use of a VR headset may cause dizziness, nausea, or other discomfort. If you experience any of these symptoms, you agree to stop using DO YOU FITNESS immediately.
4. You acknowledge and agree that DO YOU FITNESS may be downloaded and/or accessed through various digital storefronts, including but not limited to the Meta Oculus Store. You acknowledge and agree that the terms and conditions of these digital storefronts may apply to your use of DO YOU FITNESS, and that we are not responsible for any disputes or issues arising from your use of DO YOU FITNESS through these digital storefronts.
5. You acknowledge and agree that DO YOU FITNESS may include leaderboards to compare your score with other players. You agree to use the leaderboards at your own risk and acknowledge that some players may perform better than you.
6. You acknowledge and agree that DO YOU FITNESS may cause you to sweat, and that sweat may damage your VR headset. You agree to use a sweatband or other protective measures to prevent damage to your VR headset.
7. You acknowledge and agree that warming up, cooling down, and stretching are important components of any exercise program, including DO YOU FITNESS. You agree to warm up, cool down, and stretch before and after using DO YOU FITNESS.
8. You acknowledge and agree that you should stop using DO YOU FITNESS immediately if you experience any pain or injury. You agree to consult a medical professional before resuming use of DO YOU FITNESS.
9. You acknowledge and agree that DO YOU FITNESS may include downloadable content ("DLC"). You acknowledge and agree that the use of DLC may require additional physical exertion and may increase the risk of injury. You agree to use DLC at your own risk, and to discontinue use of DLC if you experience any discomfort or pain.
10. You acknowledge and agree that DO YOU FITNESS is intended for personal use only, and that we are not liable for any injuries or damages sustained by any third party using DO YOU FITNESS.

11. You acknowledge and agree that you are using DO YOU FITNESS at your own risk. We are not liable for any injuries, damages, or losses that may result from your use of DO YOU FITNESS, including but not limited to injuries resulting from your failure to follow the instructions provided with DO YOU FITNESS, your failure to use DO YOU FITNESS in a safe and responsible manner, or your failure to disclose any medical or physical conditions that may put you at risk while using DO YOU FITNESS.
12. You acknowledge and agree to indemnify and hold us harmless from any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from your use of DO YOU FITNESS, including but not limited to claims arising from your breach of this waiver.
13. You acknowledge and agree that this waiver is an essential and material term of this Agreement, and if you bring your own Claim in which you seek damages against any Smiley Guy Studios Inc. Entity, or if you seek to recover against any Smiley Guy Studios Inc. Entity in any Claim brought by a governmental agency on your behalf, the release set forth in this Agreement shall serve as a complete defense to such Claims, and you shall reimburse each Smiley Guy Studios Inc. Entity for any attorneys' fees or expense or other fees and expense incurred in defending such Claim; provided, however, if a class action claim or governmental claim is brought on your behalf, your obligations will be limited to (i) opting out of such action or other proceedings received in connection therewith to the Smiley Guy Studios Inc., it being agreed that you shall not be liable to the Smiley Guy Studios Inc. for any attorneys' fees or expense or other fees or expenses in the case of any such class action claim or governmental claim.

TERMS OF SERVICE FOR DO YOU FITNESS

Last Updated March 21st, 2023

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING OUR VIRTUAL REALITY FITNESS GAME ("DO YOU FITNESS"). THEY AFFECT YOUR LEGAL RIGHTS AND GOVERN YOUR USE OF DO YOU FITNESS.

TERMS OF SERVICE AGREEMENT

Welcome to DO YOU FITNESS. By downloading, accessing, or using DO YOU FITNESS, you agree to be bound by these Terms of Service Agreement (the "Agreement"). If you do not agree to be bound by this Agreement, you must immediately stop using DO YOU FITNESS. DO YOU FITNESS is provided to you by Smiley Guy Studios Inc., a company incorporated in Canada with a registered address at 1179 King Street West, Toronto, ON, (the "Company").

DO YOU FITNESS

DO YOU FITNESS is a fitness game that is designed to be played in a virtual reality environment. The game includes various features such as leaderboards, downloadable content (DLC), and some crude humor / offensive content that is suitable for adults only.

Meta Quest Store
DO YOU FITNESS is available for download on the Meta Quest Store. By downloading DO YOU FITNESS from the Meta Quest Store, you agree to be bound by the Meta Quest Store's terms and conditions.

Risk of Sweat Damaging VR Headset
You understand that the use of the DO YOU FITNESS may result in sweating, which may damage your VR headset. You agree that the Company is not responsible for any damage caused to your VR headset due to sweating during the use of DO YOU FITNESS.

Warming up, Cooling Down, and Stretching
You understand and acknowledge that you should warm up, cool down, and stretch before and after using DO YOU FITNESS. You agree that the Company is not responsible for any injuries or damages that may occur as a result of your failure to warm up, cool down, or stretch.

Pain or Injury
You understand and acknowledge that you should stop using DO YOU FITNESS immediately if you experience any pain or injury during use. You agree that the Company is not responsible for any injuries or damages that may occur as a result of your failure to stop using the game when experiencing pain or injury.

Downloadable Content (DLC)
DO YOU FITNESS may include downloadable content (DLC) that is subject to its own terms and conditions. By downloading DLC, you agree to be bound by its terms and conditions.

Crude Humor and Offensive Content
DO YOU FITNESS may include crude humor and offensive content that is suitable for adults only. By using our game, you acknowledge and accept that you may be exposed to such content.

Legal Disputes
Any legal disputes arising from this Agreement or the use of DO YOU FITNESS shall be settled in the jurisdiction of Ontario, Canada.

By using DO YOU FITNESS, you acknowledge that you have read, understood, and agreed to be bound by these Terms of Service Agreement. If you do not agree with any of these terms, you must immediately stop using our game. The Company reserves the right to modify, amend, or change these terms at any time, without notice. Your continued use of DO YOU FITNESS after any modifications, amendments, or changes to these terms constitutes your acceptance of the modified, amended, or changed terms.

The Company may be contacted at DoYouFitnessVR@gmail.com