

Terms of Use

Effective Date: August 10, 2026

Version: 1.0

These Terms of Use ("Terms") govern access to dramaofthefittest.com, the Drama of the Fittest mobile or web application, and related services ("Services"). The Services are provided by Drama of a Gifted Kid LLC, doing business as Drama of the Fittest, located in Las Vegas, Nevada, United States ("Drama of the Fittest," "we," "us," or "our"). Contact: dramaofthefittest@gmail.com.

1. Acceptance

By creating an account, purchasing, accessing, or using the Services, you accept these Terms and the documents incorporated into them, including the Privacy Policy, Subscription, Cancellation, and Refund Policy, and, when you participate in fitness activities, the International Online Fitness Coaching Waiver.

If you do not agree, do not use the Services. You must be at least 18 and have reached the age of majority where you reside.

2. Account Registration

Provide accurate, current information and keep it updated. You are responsible for account activity and credential security. Notify dramaofthefittest@gmail.com promptly of suspected unauthorized access. You may not impersonate another person, create an account for a minor, share paid credentials, or use automated means to create accounts.

3. Services and Coaching Relationship

Services may include programs, videos, progress tracking, educational content, community features, and communications with a coach. Features and availability may change. We may add, remove, suspend, or modify nonessential features while respecting mandatory consumer rights and paid commitments.

Content is educational and is not medical care. You remain responsible for exercise decisions and must accept the applicable waiver before accessing exercise programming.

4. Acceptable Use

You may not:

- Violate law or another person's rights;
- Harass, threaten, exploit, discriminate against, or abuse another user or staff member;
- Post unlawful, fraudulent, deceptive, defamatory, sexually exploitative, hateful, or dangerous content;
- Promote eating disorders, self-harm, unsafe substance use, or dangerous exercise practices;
- Upload malware or interfere with security or operation;
- Scrape, reverse engineer, probe, or access the Services except as permitted by law;
- Use another person's account or collect another user's data without authorization;
- Circumvent payment or access controls;
- Copy, resell, redistribute, or commercially exploit protected content; or

- Use the Services to train clients or provide competing commercial services without written permission.

We may remove content or restrict accounts when reasonably necessary for safety, security, law, or enforcement of these Terms.

5. User Content

You retain ownership of content you submit, such as messages, check-ins, photos, and progress information. You grant us a limited, worldwide, non-exclusive license to host, store, reproduce, and display that content only as reasonably necessary to operate, secure, and provide the Services.

This operational license ends when the content is deleted, except for copies retained as required by law, security, dispute resolution, backup cycles, or legitimate recordkeeping. Public marketing use of identifiable photos, videos, transformations, or testimonials requires a separate release.

You represent that you have the right to submit your content and that it does not violate law or another person's rights.

6. Community Features

Community posts may be visible to other users. Do not post confidential medical, financial, identity, or location information in public areas. Other users' statements are their own and are not advice from Drama of the Fittest. We do not guarantee that all content will be monitored or removed immediately.

7. Intellectual Property

The Services and their software, design, branding, programs, videos, text, graphics, templates, and other materials are owned by or licensed to Drama of the Fittest and protected by applicable law. Subject to these Terms, you receive a limited, revocable, personal, non-exclusive, non-transferable license to use the Services for personal, noncommercial purposes.

No ownership rights are transferred. "Drama of the Fittest" and associated branding may not be used without written permission.

8. Purchases and Subscriptions

Prices, billing frequency, trial terms, taxes, currency, renewal terms, and included Services will be shown before purchase. By purchasing, you authorize the disclosed charges through the selected payment method. Recurring subscriptions continue until canceled as disclosed at checkout, subject to mandatory local law.

The Subscription, Cancellation, and Refund Policy is incorporated into these Terms. App-store purchases may also be governed by the store's billing terms.

9. Third-Party Services

The Services may rely on third parties for hosting, authentication, storage, payments, analytics, communications, video, and app distribution. Their terms and privacy practices may apply when you interact with them. We are not responsible for third-party services outside our reasonable control, but this does not limit liability that cannot legally be limited.

10. Privacy

The Privacy Policy describes how personal information is handled. Separate consent may be requested for sensitive health information, optional analytics, advertising cookies, or marketing communications where required.

11. Availability and Updates

We aim to provide reliable access but do not guarantee uninterrupted or error-free operation. Maintenance, outages, security incidents, or events outside reasonable control may affect availability. Keep your device and app updated. We may issue security updates and may restrict outdated versions when reasonably necessary.

12. Disclaimers

To the fullest extent permitted by applicable law, the Services are provided “as is” and “as available.” We do not warrant that the Services will always be uninterrupted, error-free, or suitable for every individual. Nothing in these Terms excludes a warranty, guarantee, or consumer right that cannot legally be excluded.

13. Limitation of Liability

Nothing limits liability for gross negligence, reckless or intentional misconduct, fraud, death or personal injury caused by negligence where that liability cannot be limited, breach of mandatory data-protection obligations, or another liability that cannot legally be excluded.

To the fullest extent permitted by law, Drama of the Fittest is not liable for indirect, incidental, special, consequential, or punitive loss, or loss of data, profits, goodwill, or business opportunity, arising from use of the Services. For paid Services, and only where permitted, aggregate liability for other claims will not exceed the greater of the amount you paid for the affected Services during the six months before the event giving rise to the claim or USD \$100.

These limitations do not reduce mandatory consumer remedies.

14. Suspension and Termination

You may stop using the Services and request account deletion. Subscription cancellation does not necessarily delete your account. We may suspend or terminate access for material breach, nonpayment, fraud, unsafe or abusive conduct, legal compliance, or security risk. Where reasonable and lawful, we will provide notice and an opportunity to correct the issue.

Sections that by nature should survive termination—including ownership, payment obligations, disclaimers, liability limitations, and dispute terms—will survive.

15. Changes to These Terms

We may update these Terms for legal, safety, security, operational, or service reasons. The effective date and version will change. We will provide notice appropriate to the significance of the change. If a material change requires consent, you will be asked to accept the new version before continued use. Prior versions will be retained in our records.

16. Governing Law and Disputes

To the extent permitted, Nevada law governs these Terms without regard to conflict-of-law principles. This does not deprive you of mandatory protections or non-waivable rights where you reside.

Before formal proceedings, contact dramaofthefittest@gmail.com with a description of the dispute and requested resolution. The parties will make a reasonable good-faith effort to resolve it. This does not restrict urgent relief, regulatory complaints, consumer-resolution procedures, or a right to bring a claim in another location when applicable law allows it.

17. General Terms

If a provision is unenforceable, it will be limited or severed only as necessary and the remainder will continue. Failure to enforce a term is not a waiver. You may not assign your account or rights without written permission; we may assign these Terms as part of a merger, reorganization, financing, or sale, subject to applicable law. These Terms and incorporated documents form the entire agreement about use of the Services.

18. Contact

Drama of a Gifted Kid LLC, doing business as Drama of the Fittest

Las Vegas, Nevada, United States

dramaofthefittest@gmail.com

dramaofthefittest.com