USER AGREEMENT (BUYER)

Introduction

This User Agreement ("User Agreement"), the WeBuyGymEquipment Privacy Policy https://www.webuygymequipment.com/privacy-policy/ and all policies posted on our website set out the terms on which we offer you access to and use of our websites and services (collectively "Services"). The Privacy Policy and all our other policies are incorporated into this User Agreement by reference, and you agree to comply with the terms and provisions of this User Agreement and each of the foregoing policies when accessing or using our Services. You are entering into a contract with Orbit4 Group Inc. trading as WeBuyGymEquipment.com, ("WBGE.com" or "we", "our", "us"). Any terms and conditions proposed in any document that are different from, conflict with, or add to this User Agreement shall not apply. This User Agreement shall be deemed accepted by the Buyer upon your registration on the WBGE.com website ("Platform").

Buyer means you as the entity or individual that has registered as a user on the Platform in order to view, offer and potentially complete Transactions to purchase pre-used gym equipment and may be referred to as "you", "your" in this User Agreement.

Seller means the entity or individual that has registered as a user on the Platform as a potential seller of pre-used gym equipment ("Equipment") via the Platform and has (i) uploaded details of such Equipment for buyers to view and make offers to purchase, and (ii) accepted your offer on the Platform to purchase the Equipment in accordance with the terms and provisions of the User Agreement.

About our Services

We provide a marketplace that allows users to offer, sell and buy pre-used gym equipment.

We may review users' listings or content, in particular to check compliance with the provisions set out under 'Using our Services' below. However, we have no control over and do not guarantee the existence, quality, safety or legality of items advertised; the truth or accuracy of users' content, listings or feedback; the ability of Sellers to sell items; or that a Buyer or Seller will actually complete a transaction. All equipment is sold on an "as is, where is" basis without any warranty except to the extent we are able to pass through the benefit of any warranty we receive from the Seller to you, or unless otherwise expressly agreed directly between the Buyer and the Seller. We are not responsible for any fluctuations in exchange rates that may impact the price of the equipment as quoted on our Platform.

The Buying Process

- You will follow the registration process, confirm your acceptance of this User Agreement and we will (at our discretion) approve you as a Buyer.
- You will view the equipment, the details of which are uploaded by Sellers and made available on our Platform.
- Once your registration has been accepted, you may place an offer for particular equipment which will be non-negotiable and valid for a period of 90 days.
- You will be notified if you have offered the highest price.
- We will notify the Seller of your offer.
- The Seller may accept or decline the offer.

- If the Seller accepts the offer, we will then issue you with our invoice (see Price and Payment below).
- Following receipt of your payment, you may arrange inspection, testing and collection of the equipment to ensure it conforms with its description on the Platform.
- You will promptly inform us upon inspection and testing of the equipment if it does not conform with its description on the Platform and, in such circumstances, we will assist in negotiating a resolution with the Seller.
- Title to and risk in the equipment will pass to you on its collection from the Seller.

Warranties and Representations

You represent and warrant that you shall keep confidential at all times all non-public information about us, Seller and the terms, conditions and transactions associated with this User Agreement.

You represent and warrant that (i) you have full authority, power and capacity to make and enter into this User Agreement and to acquire the Equipment, and (ii) this User Agreement has been duly entered into and delivered by you pursuant to all necessary authorization and constitutes the legal, valid and binding obligation of you enforceable against you in accordance with its terms.

Cancellation

We may, by written notice to you, cancel this User Agreement, or any portion of it, upon the occurrence of any of the following events ("Events of Default"): (a) you fail to perform any of your obligations under this User Agreement or breach a representation or warranty under this User Agreement; or (b) we reasonably believe that your ability to perform this User Agreement is impaired. In the event of our cancellation under this paragraph,

we shall have the rights and remedies set out below.

Right & Remedies

If an Event of Default occurs, we shall, in addition to the right of cancellation, be entitled to all remedies for a breach of contract and all other remedies available at law or in equity, including, without limitation, specific performance and injunctive relief. We may exercise all remedies, successively or concurrently.

Using our Services

In connection with using or accessing the Services you will not:

- breach any laws, third party rights or our systems or policies;
- infringe the copyright, trademark or other rights of third parties;
- use our Services if you are not able to form legally binding contracts or are suspended from using our Services;
- fail to make due payment for equipment purchased by you;
- interfere with any other user's listings;
- transfer your account and user ID to another party without our consent;
- use the contact information of or collect information about other users for any purpose other than in relation to a specific WBGE.com transaction;
- distribute viruses or any other technologies that may harm WBGE.com, or the interests or property of WBGE.com users;

- use any robot, spider, scraper or other automated means to access our Services or interfere with their working for any purpose;
- export or re-export any products except in compliance with the export control laws of any relevant jurisdictions; or
- copy, modify, or distribute rights or content from our Services or WBGE.com's works of authorship, designs and trademarks or copy, reproduce, reverse engineer, modify, create derivative works from, distribute, perform or publicly display any content (except for your information) from our Services.

You agree that we will commence supplying our Services to you as soon as you accept this User Agreement by registering on the Platform.

We may cancel unconfirmed accounts or accounts that have been inactive for a long period or modify or discontinue our Services at any time.

Abusing WBGE.com

Without limiting other remedies, we may limit, suspend, or terminate your user account(s) and access to our Services, restrict or prohibit access to, and your activities on, our Services, cancel offers, remove or demote listings, delay or remove hosted content and take technical and legal steps to keep you from using our Services if:

- we think that you are creating problems or possible legal liabilities, which may include infringing third party rights;
- we think that such restrictions will improve security;
- we think that you are acting inconsistently with the letter or spirit of this User Agreement;
- despite our reasonable endeavours, we are unable to verify or authenticate any information you provide to us; or
- you fail to make full payment of any fees due for our Services or Price due for the equipment by your payment due date.

Price & Payment

We will submit our invoice to you for the price you have offered to pay for the equipment (“Price”) upon confirmation of acceptance of the offer by the Seller (“Transaction”). The Price is based on Ex Works shipping terms unless otherwise agreed. Details of how to make payment will be included on our invoice.

Purchase Conditions

When buying equipment you agree that:

- you are responsible for reading the full item listing before making an offer or commitment to buy;
- you enter into a legally binding contract to purchase the equipment upon acceptance of your offer;
- you are responsible for inspecting, testing and collecting the equipment;
- you will keep all non-public information about us, the Seller as well as the terms and conditions and transactions associated with this User Agreement confidential at all times.

International buying and selling

You are responsible for complying with all laws and regulations applicable to international sales, purchases, and postage of items.

Equipment Removal, Site Access, Insurance and Property Damage

Buyer responsibility. The Buyer is solely responsible for planning, arranging, managing and safely performing all dismantling, disconnection, extraction, movement, loading, collection and transportation of the Equipment, including work performed by any employees, agents, hauliers or independent contractors engaged by or on behalf of the Buyer (collectively, "Removal Personnel"). Unless expressly agreed otherwise in a separate written agreement signed by WBGE, WBGE does not provide, direct or supervise Removal Personnel. Any assistance by WBGE in scheduling collection, relaying access information or facilitating communication between the Seller and Buyer is administrative only and does not transfer responsibility for the physical removal to WBGE.

Site access and protection. Before commencing removal, the Buyer shall liaise with the Seller or authorised property representative to confirm approved access and removal routes, site restrictions, floor-loading limitations, required protective coverings, permitted working hours and other site-specific requirements. The Buyer shall independently assess the safe method of removal, use appropriate equipment and protective measures, and comply with applicable laws and reasonable site instructions. The Seller's identification of a route or failure to specify protective materials does not relieve the Buyer or its Removal Personnel of the duty to exercise reasonable care or to take precautions reasonably necessary to avoid damage.

Property damage and incident reporting. The Buyer is responsible for loss of or damage to the Seller's premises, fixtures, floors and other third-party property to the extent caused by the acts or omissions of the Buyer or its Removal Personnel during or in connection with removal. The Buyer shall promptly notify the Seller and WBGE of any incident or alleged damage, preserve relevant photographs, video and records, cooperate reasonably with investigation and claims handling, and, where legally responsible, arrange and pay for appropriate repair or compensation. The Buyer is not responsible under this provision for damage demonstrably pre-existing the removal or caused solely by another party.

Insurance. Before collection, the Buyer shall maintain, and shall require any Removal Personnel it engages to maintain, appropriate commercial general liability insurance covering bodily injury and damage to third-party property arising from removal operations, together with any other insurance required by law. On reasonable request before collection, the Buyer shall provide WBGE and/or the Seller with a current certificate of insurance and relevant coverage information. A certificate does not itself amend coverage or confer additional-insured status; any such status must be expressly confirmed by the insurer or policy endorsement. WBGE may defer collection pending satisfactory evidence of insurance.

Allocation of responsibility. The Buyer acknowledges that WBGE's role as marketplace operator and transaction facilitator, and any coordination of collection dates or communications, does not make WBGE responsible for the Buyer's removal operations. Nothing in this section excludes liability for WBGE's own negligent acts or omissions or any liability that cannot lawfully be excluded.

Liability

We try to keep WBGE.com and its Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. Offer updates and other notification functionality in WBGE.com's Services may not occur in real time. Such functionality is subject to delays beyond WBGE.com's control.

You acknowledge that the Equipment and items to be purchased by you are pre-used and, as a consequence, all such Equipment and items purchased by you in any Transaction are purchased on an "as is, where is" basis without any warranty from WBGE.com except to the extent we are able to pass through the benefit of any warranty we receive from the Seller to you. You are responsible for inspecting and testing the Equipment and items you have offered to purchase prior to collection and confirming that they conform with the description listed by the Seller on our Platform.

We (including our affiliates, directors, agents, representatives, advisors and employees) shall not be liable to you in contract, tort (including negligence) or otherwise for any business losses, such as loss of data, profits, revenue, business, opportunity, goodwill, reputation or business interruption or for any losses which are not reasonably foreseeable by us.

You accept sole responsibility for the legality of your actions under laws applying to you.

WBGE.com cannot and does not confirm, and is not responsible for ensuring, the accuracy or truthfulness of users' purported identities or the validity of the information which they provide to us or post on our Platform.

Subject to the previous paragraphs in this section (Liability), if we are found to be liable, our aggregate liability to you or to any third party is limited to the greater of (a) an amount equivalent to 10% of the Price related to the Transaction giving rise to the claim, and (b) One Hundred Dollars ($100.00).

Nothing in this User Agreement shall limit or exclude our liability for fraudulent misrepresentation, or for death or personal injury resulting from our gross negligence or willful misconduct.

Indemnity

You will compensate and indemnify us in full (and our officers, directors, agents, representatives, advisors, subsidiaries, joint ventures and employees) for any claims, damages, liabilities, losses and costs of any kind, including reasonable legal fees, we incur arising out of or in connection with: (a) any breach by you of the representations and warranties contained in this User Agreement, (b) any breach of or negligent performance of or non-performance of or non-compliance with this User Agreement by you, or (c) your improper use of WBGE.com's Services or your breach of any law or the rights of a third party. In addition, you will hold us harmless from any and all claims arising from or relating to the Equipment.

Without limiting the foregoing, the Buyer shall defend (using counsel reasonably acceptable to WBGE), indemnify and hold harmless WBGE and its officers, directors, employees and agents against third-party claims, demands, liabilities, damages, reasonable legal fees and expenses to the extent arising from (i) the Buyer's or its Removal Personnel's dismantling, extraction, movement, loading, collection or transportation of Equipment; (ii) injury or damage to premises, flooring, fixtures or other third-party property caused by the acts or omissions of the Buyer or its Removal Personnel; or (iii) the Buyer's failure to comply with the removal, safety or insurance obligations in this Agreement, except to the extent caused by WBGE's own negligence, wilful misconduct or other liability that cannot lawfully be excluded. WBGE shall give reasonably prompt notice of a claim and reasonable cooperation, at the Buyer's expense; failure to give prompt notice reduces the Buyer's obligations only to the extent materially prejudiced.

Governing Law; Legal Disputes

This User Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, without regard to the conflict of law principles of that or any other jurisdiction. If a dispute arises between you and WBGE.com, we strongly encourage you to first contact us directly to seek a resolution by contacting us at enquiries@webuygymEquipment.com. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation. You and We agree to submit to the exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania located in Philadelphia County and, if it has jurisdiction, the United States District Court for the Eastern District of Pennsylvania, for purposes of any claim, action, suit or other proceeding enforcing, interpreting or otherwise related to this Agreement. You and We irrevocably: (a) accept generally and unconditionally the personal jurisdiction and venue of such courts; (b) waive any defense of forum non conveniens; and (c) agree that service of process in such proceeding may be made by registered or certified mail, return receipt requested, to the party being served at its address provided in this Agreement, and that such service shall confer personal jurisdiction over such party in such proceeding and otherwise constitutes effective and binding service in every respect.

General

We shall not be in breach of this User Agreement nor liable for delay in performing, or failure to perform, any of our obligations if such delay or failure result from events, circumstances or causes beyond our reasonable control including, without limitation, labor shortages, riots, fire, weather, casualty, accidents, acts of God, acts of terrorism, epidemics, pandemics or outbreaks of disease (such as COVID-19) and related issues caused by related government actions, civil disorder, war, shortage of labor or materials or governmental acts or restrictions or other similar causes. If any provision of this User Agreement is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions.

We may assign our rights and obligations under this User Agreement.

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

We may amend this User Agreement at any time by email, or by posting the amended terms on https://webuygymequipment.com. All amended terms shall automatically be effective 30 days after they are initially posted. Your continued use of our Services after the effective date of these amended terms constitutes your acceptance of them.

The policies posted on our sites may be changed from time to time. Changes take effect when we post them on the WBGE.com website or Platform.

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this User Agreement. Buyer shall be a third party beneficiary of the Seller User Agreement (“Seller User Agreement”) and the Trade-In Agreement entered into by Seller and us (“Trade-

In Agreement") and shall have the right to enforce directly against Seller any and all breaches by Seller of, or failures to comply by Seller with, the terms and provisions of the Seller User Agreement and/or the Trade-In Agreement as if such Buyer were a party to each agreement.

You acknowledge, agree, represent and warrant that the transactions contemplated by this User Agreement are commercial transactions and not for personal, family or household use.

The User Agreement (together with all other documents to be entered into pursuant to it), the WBGE.com Privacy Policy and all polices posted on our site are the entire agreement between you and WBGE.com and supersede all prior understandings and agreements of the parties.

The following Sections survive any termination of this User Agreement: Price & Payment, Liability, Indemnity, Governing Law/Legal Disputes and the provisions contained in this General section. If you wish to send us a legal notice, this must be served by registered mail to Orbit4 Group Inc. trading as WeBuyGymEquipment. We shall send notices to you by email to the email address you provide to WBGE.com during the registration process. Notice to you shall be deemed given 24 hours after the email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by registered mail to

the address provided during the registration process. Notices sent to either party by registered mail shall be deemed to have been received by that party three days after the date of mailing.