

Terms of Service

Fitoro | Version 1.0 | Effective October 21, 2026

These Terms of Service (the "Terms") are a binding agreement between you and Fitoro LLC, a Pennsylvania limited liability company ("Fitoro," "we," "us"). They apply to everyone who uses the Fitoro website or app (the "Platform"), whether you are a person looking for a gym ("Gym-Goer") or a person who lists a gym ("Gym Owner"). By creating an account, checking the acceptance box, or using the Platform, you agree to these Terms and to our Privacy Policy. If you do not agree, do not use the Platform.

Gym Owners must also accept the Gym Partner Agreement, which applies in addition to these Terms. If the two conflict for a Gym Owner, the Gym Partner Agreement controls.

1. What Fitoro Is (and Is Not)

Fitoro is an online directory and scheduling tool. Gym Owners create profiles describing their gyms, equipment, amenities, and available tour times. Gym-Goers use the Platform to find gyms and book tours.

Fitoro is not a gym, fitness provider, trainer, medical provider, insurer, or employer, and is not a party to any membership, contract, or arrangement between a Gym-Goer and a Gym Owner. We do not own, operate, inspect, license, or control any gym listed on the Platform, and we do not verify the accuracy of listings, the condition or safety of any facility or equipment, or the qualifications of any gym's staff.

2. Eligibility

You must be at least 18 years old, and able to form a binding contract, to create an account or use the Platform. If you register on behalf of a business, you confirm you have authority to bind that business to these Terms. We may ask you to confirm your age at sign-up or at any time.

3. Your Account

You must provide accurate, current information and keep it up to date. You are responsible for all activity under your account and for keeping your login credentials and any one-time login codes confidential. Tell us promptly at admin@fitoro-gyms.com if you suspect unauthorized use. You may not share your account or create an account for anyone else without permission.

4. Terms for Gym-Goers

Booking tours. When you book a tour, we share your booking details (such as your name, contact information, and the time you selected) with the gym so it can host the tour. A booking is a request to visit the gym at the time shown; the gym is responsible for honoring it, and we do not guarantee that any tour will occur, that any time slot will be available, or that a gym will be open.

Cancellations and no-shows. Please cancel or reschedule a tour if you cannot attend. We may limit or suspend booking privileges for repeated no-shows or abuse.

Visit at your own risk. Your visit to any gym, including any use of its equipment or facilities, is at your own risk. Fitoro is not responsible for the conduct of any gym, its staff, or other visitors, or for any injury, loss, or damage occurring at or in connection with a gym. Any waiver, membership agreement, or rules a gym requires are solely between you and the gym.

Health. Fitoro does not provide medical or fitness advice. Talk to a qualified professional before starting any exercise program, particularly if you have a health condition or injury.

5. Terms for Gym Owners

Gym Owners are responsible for their listings, tour availability, facilities, staff, equipment, safety, insurance, and legal compliance, as set out in the Gym Partner Agreement. Listing a gym on the Platform is free. Fitoro does not endorse any gym and does not act as its agent.

6. Information Provided by Gyms

Listings may include amenities, equipment, hours, photos, prices, corporate or employer discounts, and the health insurance networks or programs a gym says it accepts. Prices, fees, and discounts are set and provided by gyms. Fitoro maintains only the lists of choices that gyms select from, such as amenities, equipment, insurance networks, and the names of companies with corporate discount programs; we do not set, manage, or verify any prices or discounts. Listing information may be incomplete, out of date, or wrong. Fitoro does not guarantee any price, discount, amenity, equipment, insurance acceptance, or availability. Always confirm important details directly with the gym before relying on them. All prices, fees, and discounts for gym memberships and services are set by the gyms, not by Fitoro. Fitoro is not a party to any purchase between a user and a gym and is not responsible for honoring any price or discount.

7. Acceptable Use

You agree not to:

- break any law or infringe anyone's rights;
- post false, misleading, or fraudulent information, or impersonate any person or gym;
- harass, threaten, or discriminate against anyone, or post unlawful, hateful, or sexually explicit content;
- book tours you do not intend to attend, or use bookings for any purpose other than visiting the gym;
- use another person's information, or use information obtained through the Platform for unsolicited marketing, resale, or any purpose unrelated to the booked tour;
- scrape, copy, or collect data from the Platform by automated means, or reverse engineer or interfere with it;
- introduce malware, probe for vulnerabilities, or circumvent security or access controls; or
- use the Platform to compete with Fitoro or to build a similar product.

8. Content You Submit

You keep ownership of the content you submit (such as listing text, photos, and equipment lists). You grant Fitoro a worldwide, non-exclusive, royalty-free license to host, store, reproduce, display, and distribute that content in connection with operating, promoting, and improving the Platform. You confirm you have the rights needed to submit it and that it does not violate any law or third-party right. We may remove or edit any content at our discretion.

9. Our Rights to Manage the Platform

To run a safe and accurate Platform, we may at any time, with or without notice:

- place an account or listing on hold, restrict access, or hide listings while we review a concern, and keep them restricted until the review is finished;
- suspend, restrict, or delete any account, or delete any gym profile or listing, including for violation of these Terms, inaccuracy, inactivity, risk to others, or legal reasons;
- add, edit, or remove items on the master lists we maintain, including amenities, equipment, insurance networks, and corporate discount companies, and change the information shown on listings as a result;
- change, suspend, or discontinue any feature or part of the Platform; and
- contact you about your account, bookings, or Platform matters.

Where practical and lawful, we will try to notify affected users, including Gym-Goers with upcoming tours at a deleted gym. Deleted accounts and listings may not be recoverable.

10. Free Service and Future Paid Features

The Platform is currently free to use, and listing a gym is free. We may offer paid features in the future (for example, advanced analytics for Gym Owners). If we do, we will provide the pricing and terms before you are charged, and you will not be charged for a paid feature unless you agree to it.

11. Communications

Account and service messages. We will send you messages needed to operate your account, such as login codes, password resets, booking confirmations and changes, security alerts, and notices about these Terms. You cannot opt out of these while you have an account.

Marketing messages. We will send promotional emails only if you opt in, and you can unsubscribe at any time using the link in the email or in your settings. Opting out of marketing does not affect account and service messages.

We use third-party providers, such as an email delivery service, to send messages. Standard carrier or data charges may apply to messages you receive.

12. Changes to These Terms

We may update these Terms at any time. When we do, we will post the new version, and we will require you to review and accept it the next time you use the Platform. For significant changes we will also try to notify you by email or in the app. You cannot continue to use the Platform until you accept the updated Terms. If you do not agree to an update, you may decline and close your account, and your use of the Platform will end. We keep a record of each version of these Terms and of when you accepted it.

13. Disclaimers

THE PLATFORM AND ALL LISTINGS ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW. WE DO NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE, OR THAT ANY GYM, FACILITY, OR PERSON IS SAFE, SUITABLE, OR AS DESCRIBED.

14. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, FITORO AND ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, DATA, OR GOODWILL, OR FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, OR OTHER HARM ARISING FROM YOUR VISIT TO OR DEALINGS WITH ANY GYM, ARISING OUT OF OR RELATED TO THE PLATFORM OR THESE TERMS. BECAUSE THE PLATFORM IS FREE, OUR TOTAL LIABILITY FOR ANY CLAIM RELATING TO THE PLATFORM WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (US\$100). SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS, SO PARTS OF THIS SECTION MAY NOT APPLY TO YOU. NOTHING IN THESE TERMS LIMITS LIABILITY THAT CANNOT BE LIMITED BY LAW.

15. Indemnification

You agree to defend, indemnify, and hold harmless Fitoro and its members, managers, officers, employees, and agents from any claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from your content, your use of the Platform, your violation of these Terms or the law, or your dealings with any gym or other user.

16. Termination

You may stop using the Platform and request deletion of your account at any time by contacting admin@fitoro-gyms.com or using the account settings, if available. We may suspend or terminate your access as described in Section 9. Sections that by their nature should survive termination (including content licenses, disclaimers, limitation of liability, indemnification, and governing law) will survive.

17. Governing Law and Disputes

These Terms are governed by the laws of the Commonwealth of Pennsylvania, without regard to conflict-of-law rules. Any dispute will be brought exclusively in the state or federal courts located in Allegheny County, Pennsylvania, and you consent to that jurisdiction, except that either party may seek urgent relief in any court of competent jurisdiction. Before filing a claim, you agree to first contact us at admin@fitoro-gyms.com and try to resolve the issue informally for at least 30 days.

18. General

These Terms, together with the Privacy Policy (and the Gym Partner Agreement for Gym Owners), are the entire agreement between you and Fitoro about the Platform. If any provision is found unenforceable, the rest remains in effect. Our failure to enforce a provision is not a waiver. You may not assign these Terms without our consent; we may assign them in connection with a merger, acquisition, or sale of assets. Electronic acceptance of these Terms has the same effect as a handwritten signature.

19. Contact

Fitoro LLC, a Pennsylvania limited liability company | admin@fitoro-gyms.com