



## PR FITNESS EQUIPMENT WEBSITE TERMS AND CONDITIONS

### GENERAL

Welcome to our website. By your use of this website, you agree to comply with and be bound by the following terms and conditions of use which govern PR FITNESS EQUIPMENT WEBSITE TERMS AND CONDITIONS. By your use of this website, you agree to comply with and be bound by the following terms and conditions of use which govern PR Fitness Equipment Inc. d/b/a PR Fitness Equipment (“PR Fitness Equipment”) relationship with you in relation to this website. The terms “PR Fitness Equipment),” “us,” “we,” or “our” refers to the owner of the website whose principal place of business and company offices are located at 13716 N Lincoln Blvd, Edmond OK 73013. The term “you” or “your” refers to the user or viewer of our website.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE (THE “AGREEMENT”). If you do not agree to these terms, you may not use this website. PR FITNESS EQUIPMENT reserves the right to change these terms and conditions. Each use of this website constitutes acceptance of the current Agreement. PR FITNESS EQUIPMENT reserves the right to alter this website and these terms and conditions without notice to you.

### USE OF WEBSITE

As a condition of your use of this website, you guarantee you will not use this website for any unlawful purpose or for any purpose prohibited by this Agreement. Specifically, you may not republish, retransmit, redistribute, or otherwise make this Website available to any other party or make the same available on any website, on-line service or bulletin board of your own or any other party or make the same available in hard copy or on any other media without PR FITNESS EQUIPMENT’S express prior written consent.

Using PR FITNESS EQUIPMENT’S website is subject to these additional terms of use:

- Neither we nor any third parties provide any warranty or guarantee of the accuracy, timeliness, performance, completeness, or suitability of the information, materials, and products found or offered on this website for any purpose. You acknowledge that such information and materials may contain inaccuracies or errors, and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- This website and the materials, information, services, and products in this website including but not limited to: text, graphics, and links are provided “as is” and without warranties of any kind either express or implied. PR FITNESS EQUIPMENT disclaims all: warranties of merchantability or fitness for a particular purpose, warranties against infringement of any third party intellectual property or proprietary rights, warranties relating to errors, omissions, or correctness of data on the website, and warranties that the website is free of viruses or other harmful components. PR FITNESS EQUIPMENT will not, nor will its members, partners, affiliates, or any party involved in creating, producing, or delivering this website or any linked website, be liable for any damages, including but not limited to: special damages, indirect damages, or consequential damages from your access or use of this website or the possibility of damages in an action under contract, negligence, tort, strict liability, or any other theory. You agree to indemnify, defend and hold harmless PR

PR Fitness Equipment Edmond Showroom  
13716 N Lincoln Blvd  
Edmond, OK 73107  
Phone: (405) 312-2981  
Fax: 1- (888) 413-1532  
Email: [PRFitness@cox.net](mailto:PRFitness@cox.net)  
Website: [www.prfit.net](http://www.prfit.net)



FITNESS EQUIPMENT, its members, partners, subsidiaries, officers, directors, employees, agents, licensors and suppliers against all liabilities, claims, and expenses, including reasonable attorney's fees, resulting from any violation of these terms and conditions or any activity related to the website.

- Your use of any information or materials on this website is entirely at your own risk, for which we are not be liable. It shall be your own responsibility to ensure that any products, services, or information available through this website meet your specific requirements.
- This website contains material owned by or licensed to us. This material includes, but is not limited to, the design, text, code, layout, look, interfaces, appearance, and graphics. Reproduction is prohibited other than under United States and Oklahoma copyright law notice, which forms part of this Agreement, and all rights are reserved. Other product and company names mentioned on this website may be the trademarks and/or property of their respective owners.
- PR FITNESS EQUIPMENT and you agree that all disputes, controversies, or claims relating to the PR FITNESS EQUIPMENT'S website and related, the validity and enforceability of this Agreement, and any issue relating to the arbitrability of this Agreement, shall be promptly resolved exclusively by binding arbitration, under the Commercial Rules of the American Arbitration Association, by a single, licensed attorney arbitrator, appointed under those rules at, and in Oklahoma County, Oklahoma, and which all costs and fees of same, including attorney fees and costs, shall be borne by the non-prevailing party. The laws of the State of Oklahoma shall govern the validity, construction, enforcement, and interpretation of the Agreement without regard to conflicts of laws. All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website. This Section shall not preclude PR FITNESS EQUIPMENT from seeking provisional remedies in aid of arbitration from the District Court of Oklahoma County, Oklahoma, which shall have jurisdiction and venue over PR FITNESS EQUIPMENT and you under this Agreement.
- Unauthorized use of this website may give to a claim for damages and/or be a criminal offense.
- From time to time this website may also contain links to other websites. These links provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s). The linked websites are not under control of PR FITNESS EQUIPMENT and we are not responsible for the contents of any linked website. You access them at your own risk. PR FITNESS EQUIPMENT does not through these links endorse, sponsor, affiliate, or associate any of these linked websites. PR FITNESS EQUIPMENT reserves the right to rescind permission to link to this website, and to require termination of any link for any reason in PR FITNESS EQUIPMENT'S sole and absolute discretion.
- You may not create a link to this website from another website or document without PR FITNESS EQUIPMENT'S prior written consent.
- Unless otherwise specified in writing, this Agreement contains the entire agreement and understanding by and between you and PR FITNESS EQUIPMENT regarding the paragraphs contained. No representations, promises, agreements, or understandings, written or oral, not contained shall be of any force or effect. No

PR Fitness Equipment Edmond Showroom  
13716 N Lincoln Blvd  
Edmond, OK 73107  
Phone: (405) 312-2981  
Fax: 1- (888) 413-1532  
Email: [PRFitness@cox.net](mailto:PRFitness@cox.net)  
Website: [www.prfit.net](http://www.prfit.net)



change or modification shall be valid or binding unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. No valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time, or will be deemed a valid waiver of such provision at any other time. If any part of this Agreement is found to be unlawful, void, or unenforceable, that part will be deemed severable and the remaining portions shall remain in full force and effect.

Your use of this website and any dispute arising out of such use of the website is subject to the laws of Oklahoma and the United States without regard to conflicts of laws.

© 2015, PR Fitness Equipment Inc., All Rights Reserved.

PR Fitness Equipment Edmond Showroom  
13716 N Lincoln Blvd  
Edmond, OK 73107  
Phone: (405) 312-2981  
Fax: 1- (888) 413-1532  
Email: [PRFitness@cox.net](mailto:PRFitness@cox.net)  
Website: [www.prfit.net](http://www.prfit.net)