



Allison Tenney Fitness, LLC

Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS OF USE ("AGREEMENT") CAREFULLY. THE USE OF THIS WEBSITE (THE "SITE") AND SERVICES IS CONDITIONED UPON YOUR ACCEPTANCE OF THIS AGREEMENT WITHOUT MODIFICATION. BY ACCESSING OR USING THE SITE, YOU AGREE TO BE BOUND BY THESE SITE TERMS AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT ACCEPT AND AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT, DO NOT ACCESS THE SITE OR SERVICES OR PURCHASE ANY SERVICES.

### **Use of Site**

The terms and conditions listed below govern use of the Site and all services obtained via the Site, including online services and personal, one-on-one coaching (the "Services") all collectively provided by Allison Tenney Fitness, LLC, and/or its owner, agents, employees, representatives or affiliates (the "Company"), including specific program packages that you may purchase from time to time (the "Program"). The terms "You", "User", and "Your" shall mean the individual entering into this Agreement with the Company. The Company reserves the right to change this Agreement from time to time. If the changes materially impact Your rights and obligations, we will notify You of such changes. You acknowledge and agree that it is Your responsibility to review this Agreement periodically to familiarize Yourself with any modifications. Your continued use of this Site after such modifications will constitute acknowledgment and Agreement of the modified terms and conditions.

The Site consists of an online platform through which users obtain access to information, resources, services, products, and tools relating to fitness and physical exercise programs, including but not limited to fitness training, weightlifting, aerobic, and anaerobic exercise, as well as mindset coaching. The Company and its representatives assume no responsibility for any consequence relating directly or indirectly to any action or inaction that You take based on the information, services or other material on the Site. Therefore, You hereby accept all risks associated with the services and hereby release and discharge the Company and its respective, heirs, directors, officers, agents, employees, successors and

assigns, administrators, executors, and all others from any and all responsibilities or liability from injuries or damages resulting from or connected with the services obtained through this Site.

## **Health Warning**

YOU SHOULD CONSULT YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER BEFORE STARTING THIS OR ANY OTHER EXERCISE OR MINDSET COACHING PROGRAM. NOTHING ON THIS SITE SHALL BE CONSTRUED TO BE TAKEN AS MEDICAL ADVICE. YOU ACKNOWLEDGE THAT YOUR USE OF THE SITE AND SERVICES IS AT YOUR OWN RISK.

1. Physical Training. You acknowledge and fully understand that You will be engaging in physical training activities that potentially involve the risk of serious injury or possibly permanent disability and death, and severe social and economic losses which might result not only from their own actions, inactions, or negligence, but the actions, inactions, or negligence of others, the condition of the premises or any equipment. Therefore, You hereby assume full responsibility for all the foregoing risks, known and unknown, and accept responsibility for the damages following any injury, permanent disability, or death. You further hereby, agree for Yourself and Your heirs, executors and administrators, waive release and forever discharge any and all rights and claims for damages which You have or which may hereafter accrue to You against the Company. This includes its owners, instructors, participants, building owners, employees, promoters, operators, representatives, successors, sponsors and/or assignee sponsors individually or otherwise for any and all damages that which may be sustained or suffered by You in connection with the Site or the participation in a program.
2. Nutritional Guidance; Mindset Coaching. The information, nutritional guidance, and mindset coaching provided on this Site are based on general suggestions, and are not required. You understand that the agents or representatives of the Company are not registered dietitians, nutritionists, or licensed mental health professionals. You acknowledge that there is an element of danger and risk of illness, allergy, and/or disease up to death in the consumption of foods. Therefore, You hereby agree in assuming any and all risks pertaining to the decisions and actions to consume foods suggested by the Company or in this Site; therefore, You are solely responsible for any and all illness up to death that You may acquire from consuming foods suggested by the Company or on this Site. The information provided in the Site by no means considers food allergies, medical conditions, or any individualized factors. It is Your responsibility to make necessary changes to the nutritional suggestions based on Your personal knowledge of any allergies or conditions that You may have. Any and all nutritional suggestions were taken and acted upon Your sole discretion. We strongly recommend that You seek professional medical advice before embarking on any diet or exercise program. You further acknowledge that mindset coaching is not a substitute for or intended as treatment for mental health conditions. If You have, or believe You may have, a mental health condition, we strongly advise You to seek assistance from a licensed mental health professional. You assume all risk associated with mindset coaching.

## Grant of Rights; Restrictions on Use

Subject to Your compliance with the terms and conditions of this Agreement, the Company grants You a nonexclusive, nontransferable, limited right to access and use of the Site made available to You. The rights and restrictions granted to You are as follows:

1. You shall not use the Site unless You are of the age of eighteen (18). By using the Site, You represent You are not under eighteen (18) years of age.
2. The license granted herein is a limited, non-exclusive, revocable, non-sublicensable, non-transferable license, to access and use the most current available versions of the Site, Services, and Programs for Your lawful, personal and non-commercial use. This license is personal to You and may not be assigned or sublicensed to anyone else. Except as expressly permitted by the Company in writing, You will not reproduce, redistribute, publicly display, sell, create derivative works from, decompile, reverse engineer, or disassemble the Service, nor will You take any measures to interfere with or damage the Service. All rights not expressly granted by the Company are reserved.
3. You shall not use the Site for any purpose other than the purpose authorized under this Agreement.
4. You represent, warrant, and/or covenant to Company that the Site will be used only: (i) by You, (ii) in the manner for which it was intended, (iii) in accordance with all applicable instructions provided by the Company, and (iv) in compliance with all applicable laws and regulations.
5. You may not engage in the practices of "screen scraping," "database scraping," "data mining" or any other activity with the purpose of obtaining information from the Site or that uses web "bots" or similar data gathering or extraction methods. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site;
6. In order to access some of the services, You may be required to provide certain information about Yourself (such as identification, contact details, etc.) as part of the registration process, or as part of Your ability to use the services. You agree that any information You provide will always be accurate, correct, and up to date, and that You have a continuing obligation to update such information if it changes during the term of this Agreement.
7. You are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using material retrieved from the Site.
8. You are prohibited from distributing viruses or any other technologies that may harm the Site or the interests or property of users.
9. You shall not distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes. What constitutes spam, pyramid schemes or unsolicited communication will up to the discretion of the Company.
10. You hereby represent that You have no knowledge of any physical injuries or impairment that would be affected by participating in training activities and nutrition designed by the Company or listed in this Site.
11. You shall not use the Site or Services in any manner that infringes upon the intellectual property rights of the Company, as specified in this Agreement, or the intellectual property rights of any third party.

## **Disclaimers of Warranties; Site and Services Access and Modifications**

1. General Disclaimer. The Company provides the Services on an "as is" and "as available" basis. You therefore use the Services at Your own risk. The Company expressly disclaims any and all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any other warranty that might arise under any law. Without limiting the foregoing, the Company makes no representations or warranties:
2. That the Services or the Programs that You select are suitable for You;
3. That the Services or Programs are safe for Your use;
4. That the Services or Programs will meet Your personal needs;
5. That You will realize any improvements in your fitness or health as a result of using the Services or Programs;
6. That the Services are permitted in Your place of residence;
7. That the Site or Services will be uninterrupted or error-free.
8. Modifications to the Services. The Company reserves the right to modify the Services.
9. Site and Services Access. You are responsible for providing Your own access (e.g., computer, mobile device, Internet connection, etc.) to the Site and Services. The Company shall not be responsible for loss or corruption of data, and hereby waives all claims with respect to damage to Your computer system, internet access, download or display device.

## **Intellectual Property**

1. All content on this the Site, including, but not limited to text, images, illustrations, audio clips, and video clips, is protected by copyrights, trademarks, service marks, and/or other intellectual property rights (which are governed by U.S. and worldwide copyright laws and treaty provisions, privacy and publicity laws, and communication regulations and statutes), and are owned and controlled by the Company or its affiliates, or by third party content providers, merchants, sponsors and licensors (collectively "providers") that have licensed their content or the right to market their products and/or services to Company. Content on the Site or any web Site owned, operated, licensed or controlled by the Providers is solely for Your personal, noncommercial use.
2. You may print a copy of the content and/or information contained herein for Your personal, non-commercial use only, but You may not copy, reproduce, republish, upload, post, transmit, distribute, and/or exploit the content or information in any way (including by e-mail or other electronic means) for commercial use without the prior written consent of Company or the providers. You may not use on Your web Site any trademarks, service marks or copyrighted materials appearing on the Site, including but not limited to any logos or characters, without the express written consent of the owner of the mark or copyright. You may not frame or otherwise incorporate into another web Site any of the content or other materials on this web Site without prior written consent of the Company.

## Creation of Account and Security

To complete a transaction for a or Program, You must: (i) create an account; and (ii) provide true, up to date and accurate account information about Yourself and any product You submit. Each person that is provided with a password and user id to use the Site must agree to abide by these Site terms and is responsible for all activity under such user id. You are responsible for maintaining the confidentiality and security of any password connected with Your account. You agree to accept responsibility for all activities that occur under the account feature or password. We reserve the right to refuse service, terminate accounts and to remove or edit content submitted by You in Your account.

## Privacy and Consent

1. [Privacy Policy](#). We believe strongly in protecting Your personal information, and in making sure You know how that information will be used. Any information You enter in an inquiry form or a feature designed in the Site will be safeguarded by the Company and will only be made available to the Company for the intended purpose of providing You with the Site services. For more information on Your privacy rights and how the Company protects Your personal information, please review our [Privacy Policy](#). The Privacy Policy forms a part of this Agreement.
2. [Consent to Email](#). When You purchase the Services, You agree and consent to receive email messages from us. These emails may be transactional or relationship communications relating to the Services, such as administrative notices and service announcements or changes, or emails containing commercial offers, promotions or special offers from us or third-party partners.

## Fees

1. [Program Fees](#). The Company provides a variety of Programs; pricing is established on a Program-by-Program basis (the "Fees"). The pricing structure for each Program is specifically set forth on the portion of the Site that is devoted to describing the Program. Upon Your selection of a specific Program, You agree that You are bound to pay the specific Fees for the Program, as identified on the relevant Site page.
2. [Pricing](#). The pricing of our Programs may vary periodically. We cannot guarantee that the price of Your Subscription is the lowest available, or historically lowest or best, price. You will be charged in accordance with the billing terms You agreed to at the time You signed up. In no event shall You be entitled to a refund of any Fees based on pricing fluctuations or special offers extended by the Company after You purchase Your Program(s).

## Payment

You agree to pay, and authorize the Company's third party payment processor to charge using Your selected payment method the Fees for Your selected Program, including all applicable fees and taxes that may accrue in relation to Your payment plan to use our services or purchase our products. All fees are in us dollars and are non-refundable except as required by law. The Company is not responsible for charges or foreign exchange rates applied by Your credit card Company and/or financial institution. You are responsible for providing complete and accurate billing and contact information to us. We may suspend or terminate the Services if fees are past due or if there are any chargebacks. This, however, will not stop the deduction of payments in accordance to this section, unless the proper written notice is provided.

Payment of all Fees shall be made in full upon Your purchase of Your selected Program. You will not have any access to the Program until You have made payment of all Fees.

## Term and Termination; Account Deletion

1. Term. This Agreement begins on the date You purchase the Service and continues as long as You have an account with the Company, regardless of whether You are actively participating in a Program.
2. Account Deletion. You may delete Your account at any time. We reserve the right, but are under no obligation to, to delete an account from the Site that remains inactive (i.e., the user fails to log in) for a continuous period of at least six (6) months, or immediately when payment expires, is withdrawn or otherwise ceases.
3. Termination for Breach. The Company may suspend, disable, or delete Your account (or any part thereof) or block or remove any content You submitted if the Company determines that You have violated any provision of this Agreement.
4. Effect of Termination. After Your membership or subscription is terminated for any reason, all terms of this Agreement survive such termination, and continue in full force and effect, except for any terms that by their nature expire or are fully satisfied.

## Program Holds

You are not entitled to any refund or extension of the Program(s) purchased for any reason. Nonetheless, the Company may, at its sole discretion, agree to place your Program on hold in the event that you are unable to use the Program. You must request any such hold via email sent to [allisontenneyfitness@gmail.com](mailto:allisontenneyfitness@gmail.com), setting forth the specific reason for the request, and the period that you wish to place your Program on hold. The Company will make its best efforts to work with you but has no obligation to grant Your request.

### **Fees Not Based on Actual Use**

Except otherwise specified or waived by the Company, all Fees are based on the services and membership subscription and not actual usage. Therefore, all payments obligations herein are non-cancelable and non-refundable, and quantities purchased cannot be modified during the relevant membership term or period.

### **Foreign Exchange Rates and Fees**

All fees are in U.S. dollars. The Company is not responsible for charges or foreign exchange rates applied by Your credit card Company and/or financial institution.

### **Confidentiality**

The Company will treat all information that You provide directly to us during one-on-one training sessions as confidential, and shall not disclose such information without your prior consent.

### **Third-Party Products and Services**

We may make available the Site via third parties or may otherwise provide information about or links or referrals to third-party products or services. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions are solely between You and such third party. Company is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or from any third-party products or services, and You use such third-party products and services at Your own risk.

We do not sponsor, endorse, recommend or approve any such third party. You should investigate and use Your independent judgment regarding the merits, quality and reputation of any individual, entity through whom You obtained through the Site or in relation to this Agreement. We do not represent or warrant that any such third party is licensed, qualified, reputable or capable of performing any services or any of the products that the offer for sell.

### **Availability**

Although we aim to offer You the best services, we make no promise that the Site will meet Your requirements. We have no control over such matter, and therefore, we cannot guarantee that the Site

will be always available. If You believe there is a problem on our end, please do not hesitate to contact us and we will attempt to correct the fault as soon as we reasonably can. Notwithstanding the aforementioned, Your access to the Site may be occasionally restricted or interrupted to allow for repairs, maintenance or the introduction of new facilities or services or because we are unable to offer the Site for reasons beyond our control (such as a problem with our provider). In this event, we will attempt to restore the service as soon as we reasonably can. Any such restrictions or interruptions shall not constitute a breach by the Company or of these term, and shall not entitle you to a refund of any Fees.

### **Right to Promote**

You understand from time to time the Company produces promotional material about its programs and client success. You further understand that as a participant You may be included in videotape or photographs taken during clinics, training sessions, before and after photos, or any other activities involving these programs. You hereby grant the Company, its owners, managers, employees, successors, assignees, licensees, sponsors and any media or other commercial entities associated with this program, the exclusive right to photograph and/or videotape participant and further utilize participant's face, likeness, voice and appearance as part of the program for purposes of marketing, advertising and promoting the program without reserve or limitation. In granting this license, You understand that the Company is under no obligation to exercise any of its rights, licenses, and privileges herein granted by participation.

### **No Guarantee of Results**

Physical results or changes to the body and mindset are dependent on the client and full implementation of the Services. Even with full implementation, the Company does not guarantee expected results, as such results are (1) subjective to You and (2) dependent upon Your commitment to the following the Programs. The Company is in no way responsible for the lack of results seen or expected by You.

### **Indemnification**

You agree to indemnify, defend and hold harmless Company, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of Your use of or inability to use the Site, any user postings made by You, Your violation of any terms of this Agreement or Your violation of any rights of a third party, or Your violation of any applicable laws, rules or regulations. Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will fully cooperate with Company in asserting any available defenses.



## **Limited Liability**

To the fullest extent permissible by applicable law, under no circumstances will the aggregate liability of the covered parties in connection with any claim arising out of or relating to the online services or materials or this subscription Agreement exceed the lesser of Your actual direct damages or the amount You paid for the online services in the twelve month period immediately preceding the date the claim arose. Your right to monetary damages in that amount shall be in lieu of all other remedies which You may have against any covered party.

To the fullest extent permissible by applicable law, neither You nor the Company will be liable for any special, indirect, incidental, or consequential damages of any kind whatsoever (including, without limitation, attorneys' fees) in any way due to, resulting from, or arising in connection with the Site, or the failure of any party to perform its obligations. The foregoing limitation of liability shall not apply to a party's indemnity obligations or Your (and Your authorized users') infringement of intellectual property or misappropriation of proprietary data belonging to Company or its third-party suppliers.

The Site (including all third-party content), and all links, information, materials, evaluations, recommendations, services and products provided on or through the Site are provided on an "as is" basis without warranties of any kind, either express or implied. You expressly agree that use of the Site is at Your sole risk. Company disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a purpose, title, and non-infringement as to the Site, the Site materials, links, information, materials, services and products available on or through on the Site.

## **Termination; Refusal to Provide Services**

We may terminate or suspend Your access to the Site at any time, with or without cause, and with or without notice. Upon such termination or suspension, Your right to use the Site will immediately cease. Furthermore, we reserve the right not to respond to any requests for information for any reason, or no reason.

In the event that the Company ceases to operate the Site, Your access to the Program materials will terminate. You will not be entitled to a refund in such case.

## **Electronic Notices and Transactions**

You agree to transact with us electronically. This means You agree to accept and terms and conditions and to transact any sale, donation or recycling of Your products with us by electronic means. You

authorize us to send You important notices about the Site and any pending transactions to an email address You provide to us, if You are a registered account holder or, in the alternative, by posting a notice on the Site. It is Your duty to keep Your email address up to date and to maintain a valid email address and to ensure that emails we send You are not filtered or stopped by spam filters or other types of email blocking functionalities. If You no longer desire to transact electronically with us, You may no longer use the Site.

### **Governing Law; Severability**

This Agreement is to be construed in accordance with and governed by the internal laws of the State of Texas, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Texas to the rights and duties of the parties.

If any provision in these terms and conditions is held to be legally invalid or unenforceable, then both You and Company shall be relieved of all obligations arising under such provision, but only to the extent that such provision is invalid or unenforceable, and these terms shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent; or if that is not possible, by substituting another provisions that is valid and enforceable and achieves the same objective and economic result. Any action to enforce a mediation or arbitration award or any injunctive relief sought pursuant to these terms and conditions shall be brought only in the federal or state courts in Travis County, Texas, and You consent to the exclusive jurisdiction of such courts