

THE FINE PRINT

1. OVERVIEW

This is an additional document to accompany the IzzyMo Fitness & Nutrition Welcome Packet for personal training services. The purpose of this document is to detail the services, terms and/or conditions not already covered in the Welcome Packet.

2. SCOPE OF SERVICES

- (a) Overall Purpose of the Services: The services provided are for educational purposes and to aid the Client in improving their personal fitness and cardiovascular health. To help implement healthier changes into the Client's lifestyle including education on diet and exercise.
- (b) Modification of Services: Any service outside the scope of this agreement may require a new agreement.
- (c) Subcontractors: The Client agrees and acknowledges that the Company may use independent contractors or consultants to provide some of the services under this Agreement.

3. CHARGEBACKS

- (a) Chargebacks: The Client agrees to not make any chargebacks to the Company's account or cancel the credit card or billing method used without the prior written consent of the Company. In the event a chargeback or merchant dispute is commenced by Client with their bank for the services received under which payment was owed and Client is successful in recovering these funds, the Company will provide this contract to the bank as well as evidence of your receipt of services. The Company reserves the right to report any chargeback incident to credit reporting agencies as a delinquent account.

4. DISCLAIMER

No professional-client relationship has been formed between the Company and the Client by purchase or use of the services. It is the Client's responsibility to do their own research, consult, and obtain a professional for any medical, legal, financial, health, or other help that may be needed for the Client's situation.

The testimonials and opinions displayed on the Company's website and social media accounts apply to the individual who wrote it. Results vary and the success of some does not guarantee the same or similar results from others. The Company's testimonials are provided on a voluntary basis. We did not pay for these testimonials, they were not given in exchange for free services or products or any other benefit. The testimonials illustrate the typical experiences of our clients; however, we acknowledge that results are individual and can vary.

The Company's services may contain "affiliate links." If the Client clicks on a link and purchases the item the Company receives an affiliate commission; however, we want to make it clear that we only recommend products or services that we believe will be beneficial to the Client. If an affiliate link is posted, it will be disclosed to the Client on the same page. The Company discloses this information in accordance with the [Federal Trade Commission's 16 CFR, Part 255: "Guides Concerning the Use of Endorsements and Testimonials in Advertising."](#)

Statements made regarding health and wellness outcomes is not a guarantee that the Client will have the same results. The Client's success is based on their own actions and not on the services. The Client acknowledges and agrees that the Company is not liable for their success or lack thereof. Before beginning any type of fitness plan, nutrition plan, or other health or wellness plan, it is your responsibility to consult with a medical professional, registered dietitian, or nutritionist.

5. LIMITATION OF LIABILITY

The Company will not be liable for any direct, indirect, incidental, consequential, exemplary, punitive or other damages arising out of or relating to the Client's use of the Company's services or any services provided by third-parties, third-party claims, or any misuse of information, services or products, regardless of whether such liability is based on breach of contract, tort or otherwise, and even if advised of the possibility of such damages or if damages could have been reasonably foreseen. In no event should the Company's cumulative liability to you exceed the total purchase price of the services purchased from the Company. This limitation of liability remains in full force and effect regardless of termination of this Agreement.

6. INDEPENDENT CONTRACTOR

The Company is not an employee of the Client and no partnership has been formed between the parties under this Agreement. This Agreement shall not be construed to create a partnership, joint venture, or employee relationship between the two parties. The Company is an independent contractor in its relationship with the Client.

7. INTELLECTUAL PROPERTY

- (a) No Resale or Reproduction: Client agrees not to sell, rent, copy, share or otherwise transmit or disseminate the services, product, or program, with anyone else for commercial or non-commercial use, unless otherwise specified. This includes creating any derivative products from the Company's intellectual property, including, but not limited to: blog posts, course material, video or audio recording, websites, or any other content without Company's prior written consent. The services may not be reproduced, republished, uploaded, posted, derivative works created from, transmitted, distributed, or publicly displayed in any manner without written permission from the Company.
- (b) Access: The Client agrees not to share the services, product or program (and all materials) with any third party, including sharing any password-protected information with another person, user, or email address.

8. CONFIDENTIALITY

"Confidential information" shall mean proprietary information about the Company, including, but not limited to information relating to the Company's services, business and operations, including but not limited to business plans, sources, strategies, trade secrets, procedures, marketing, sales, data, all other non-public information, and know-how or other intellectual property that may be communicated in any manner to the Client.

It shall also include information relating to the Client (and for group sessions, any information relating to other group participants), such as the Client's personal health, financial, business or other non-public information communicated to the Company in any manner.

Both parties agree not to disclose or use any Confidential information in any manner other than what is permitted under this agreement for the use of the services, or as required by law. Confidential information does not include information that is available to the public through no breach of confidentiality, received from a third party that had the right to disclose such information, or was already in possession prior to the disclosure.

Each party shall take reasonable care to safeguard Confidential Information and to protect the accidental disclosure of confidential information.

9. INDEMNIFICATION

The Client acknowledges and agrees to indemnify and hold the Company harmless, including costs and attorneys' fees, from any third-party claim, demand, liability, or damages made against the Client arising out of the Client's use of the services, breach of this Agreement, negligence or

misconduct. The Company shall provide the Client with written notice of any claim. This clause contains the entire indemnification agreement with respect to the parties.

10. SEVERABILITY

If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in full force and effect.

11. WAIVER

The Client acknowledges and agrees that the failure of the Company to enforce any provision of this Agreement shall not be deemed a waiver of the Company's rights under this Agreement to subsequently enforce any provision of this Agreement.

12. NON-DISPARAGEMENT

The Client agrees to refrain from making any disparaging statements about the Company or the services that negatively affects the Company's business, services, products, or reputation. Notwithstanding the foregoing, nothing in this Agreement shall preclude the Client from making truthful statements that are either required by applicable law, regulation or legal process; or for the purpose of communicating a review of the Company's goods and/or services.

13. GOVERNING LAW

The Parties agree and acknowledge that this Agreement is governed by and interpreted under the laws of Texas. Any dispute arising out of or in connection with this Agreement will be brought exclusively in any state or federal court located in Harris County, Texas. Both parties agree to waive any objections as to personal jurisdiction or venue and as to any claimed inconvenience of the chosen forum.

14. ATTORNEY'S FEES

Any legal fees incurred due to the enforcement of this Agreement by the Company, if prevailing, shall be entitled to recover its reasonable attorney's fees and costs from the Client. This includes collection fees and costs incurred by the Company in collecting payment of any amount due under this Agreement.

15. ASSIGNMENT

This agreement may not be assigned or transferred to any other person (unless otherwise discussed).

16. FORCE MAJEURE

Neither Party shall be liable for any failure or delay in the performance of any obligations under this Agreement, except for the payment of money, if the failure or delay in performance is due to causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, acts of God, or other similar or different occurrences beyond the reasonable control of the defaulting or delaying party, for as long as the force majeure event is in effect. Reasonable efforts shall be made to notify the other party of such occurrence within 5 business days of its occurrence. Force majeure events shall not include a party's financial inability to perform its obligations under this Agreement.

17. TERMINATION

This Agreement may be terminated under any or all of the circumstances listed above. If access to the services is revoked by the Company due to a breach of one or more of the provisions contained in this agreement, the Company may terminate this agreement immediately and will provide written notice to the Client. Upon termination of this Agreement, the Client shall pay for any services rendered prior to the effective date of termination.

18. ELECTRONIC SIGNATURES

This Agreement is signed when a party's signature is delivered via electronic means, and these signatures must be treated as having the same force and effect as original signatures.