

## **AGREEMENT**

### **Terms & Conditions of Using Site**

#### **1. General Information and Conditions of Use of the Site**

The use of this site or any other site owned or maintained by Fit Focus, LLC, a Limited Liability Company organized and existing under the laws of the State of Arizona (“Company”) is governed by the policies, terms and conditions set forth below. Please read them carefully and they contain important information regarding your rights and obligations, including limitations and exclusions that might apply to you.

These terms and conditions apply to the review and usage of articles, videos, and other forms of electronic media and information (collectively, “information”) and to the purchase and sale of products and services from and through Fit Focus, LLC (referred to as the “site”). In all interactions and transactions with the site, you agree to be bound by and accept these terms and conditions. If you do not agree to these terms and conditions, you should not obtain information, products or services from this site.

These terms and conditions are subject to change by Fit Focus, LLC without prior written notice at any time, in our sole discretion. The latest version of the terms and conditions will be posted on this site, and you should review these terms and conditions prior to reviewing or using information or purchasing any product and services that are available through this site. These terms and conditions are an integral part of the Site Terms of Use that apply generally to the use of our site. You should also carefully review our Privacy Policy before placing an order for goods or services through this site.

**Your use of the site is subject to the following disclaimer:**

**ALL INFORMATION PROVIDED ON THIS SITE IS PROVIDED AS GENERAL INFORMATION AND NOT AS ADVICE ON ANY PARTICULAR MATTER OF ANY PARTICULAR PERSON. FOR EXAMPLE IF A PERSON OR COMPANY POSTS INFORMATION ON THE SITE STATING THAT “RUNNING THREE TIMES A WEEK IS GOOD FOR YOU”:**

- A. THIS INFORMATION IS ONLY FURNISHED AS GENERAL INFORMATION,**
- B. IT IS NOT INTENDED TO BE MEDICAL ADVICE, FITNESS ADVICE, OR ADVICE OR RECOMMENDATION OF ANY KIND,**
- C. WHETHER GENERAL INFORMATION APPLIES TO YOU OR ANY OTHER PERSON DEPENDS UPON THE:**
  - a. PARTICULAR HEALTH, MEDICAL HISTORY, FITNESS HISTORY AND,**
  - b. FACTUAL CIRCUMSTANCES OF YOU OR THE OTHER PERSON AS DETERMINED IN AN IN-PERSON MEDICAL OR FITNESS EXAMINATION OR APPOINTMENT, BY A PHYSICIAN, QUALIFIED HEALTH CARE PROFESSIONAL OR CERTIFIED FITNESS PROFESSIONAL.**

THE INFORMATION, PRODUCTS AND SERVICES ON THIS WEB SITE ARE PROVIDED “AS IS” WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND BY THE COMPANY OR CONTENT PROVIDER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

## **2. Intellectual Property.**

Fit Focus is the registered trade name and trademark (collectively, the “Marks”), all rights reserved. Any unauthorized use of the Marks is prohibited. All information, content, form and format of the site are protected by copyright and are the exclusive property of the Company except as to the original content providers and vendor(s). In the event of violation of its Intellectual Property, Company will seek all federal and state statutory remedies as well as all other remedies available at law.

## **3. Third Party Interactions**

Unless otherwise stated the information, products and services provided on the site are provided by or offered for sale from third party content providers and vendors. During use of the Fit Focus, LLC Website, you may review or use information, enter into correspondence with, purchase goods and/or services from, or participate in promotions offered by these content providers and vendors. Any such activity, and any terms, conditions, warranties or representations associated with such activity are solely between you and the applicable third-party. Fit Focus, LLC, shall have no liability, obligation or responsibility for any such information, correspondence, terms of use or sale, purchase or promotion between you and any such third party. Fit Focus, LLC, does not endorse any sites on the Internet, including those that are on the site, advertised on the site or linked through the site. The Company provides these links to you only as a matter of convenience, and in no event shall Fit Focus, LLC, be responsible for any content, products, or other materials on or available from such sites. Fit Focus, LLC provides products to you pursuant to the terms and conditions of this Agreement. You recognize, however, that third-party providers may require your separate agreement prior to your use of or access to such information, products or services.

## **4. Privacy and Customer Information**

We are committed to protecting your privacy. To make your shopping experience more convenient, we gather information about you. We maintain the privacy of your information using security technologies and adhere to policies that prevent unauthorized use of your personal information. See our Privacy Policy.

At any time you may update your customer account information by following the instructions posted elsewhere on this site. Here you may update your name, password, billing address, shipping address, e-mail address, telephone number, and credit card information.

## **5. Changes in Information, Products and Pricing**

Unless otherwise designated, the information provided on the site is provided by third parties and the products and services, unless otherwise stated, are offered by third party vendors. We are constantly updating and revising our offerings of information, products and services, and we may discontinue information, products and services at any time without notice. To the extent that we

provide information on availability of information, products or services, you should not rely on such information, and we will not be liable for any lack of availability of information, products or services that you may order through our site. All pricing for the information, products and services available on our site is subject to change. For all of our information, prices and products, we reserve the right to make adjustments due to changing market conditions, product discontinuation, errors in advertisements and other extenuating circumstances. We make every effort to maintain the availability of our site. However, should we experience technical difficulties, we are not responsible for orders that are not processed or accepted.

## **6. Payment Methods**

Unless otherwise stated the information provided on this site is provided at no charge and the products and services advertised hereon are for offered for use or sale solely by the third party vendor and orders must be a separate agreement with the vendor. However, any information, products or services offered by Fit Focus, LLC are subject to these conditions:

For anything sold or licensed by Company the terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us prior to our acceptance of an order. We accept PayPal, VISA, MasterCard, American Express, and Discover credit cards for all purchases. You represent and warrant that: (i) the credit card information you supply to us is true, correct and complete; (ii) charges incurred by you will be honored by your credit card company; (iii) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any and (iv) will not charge back any purchase with the credit card company without providing Company prior written notice of the problem and the opportunity of Company to fix or resolve the problem. All payments must be in United States dollars. Current billing addresses and phone information must be included with every order. You agree to pay interest on all past-due sums at the highest rate allowed by law. We retain a security interest in the products and all proceeds thereof until the full purchase price therefore (including taxes and additional charges) has been paid. Charges for shipping and handling will be made in accordance with our then-current shipping policies, as described below.

No return of items shall be accepted or refunds given without the prior notice and opportunity to cure set forth in section 2(iv) above and the Company's prior written permission.

## **7. Shipping Policies**

For items offered for sale or license by Company, Company ships orders within the 50 United States via UPS Priority Mail. Please check the individual product page for specific delivery options. Please note the posted shipping time frame is listed on the individual product page and may vary from item to item. The posted shipping time frame is contingent upon credit card approval and may be delayed should we experience difficulties in obtaining authorization. Accurate shipping address and phone number are required. Your signature may be required for delivery. There may be occasional delays beyond the posted order processing time. If the delay is more than seven business days, we will send you an e-mail message notifying you of the delay. If the delay will be less than seven business days, we will ship the product as soon as it is received. If your product is on backorder for more than 10 business days, we will send you an e-mail message asking if you want to cancel the order. If you do not advise us that you would like to cancel the order, we will keep the order active and continue to send you inquiries every 10 business days until

the order is cancelled or delivery occurs. These shipping terms are accepted by you by placing an order with us.

### **8. Delivery Confirmation**

Because events may occur at your delivery address that are beyond our control, you agree that any delivery confirmation provided by the carrier is deemed sufficient proof of delivery to the card holder, even without a signature.

### **9. Ordering Disclaimer**

Your electronic order confirmation, or any form of confirmation, does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. We reserve the right to accept or deny shipment to anyone for any reason. Company reserves the right to require additional information before processing any order. If an order appears fraudulent in any way, Company reserves the right to cancel the order, notify the card holder and the proper authorities.

### **10. Return and Cancellation Policy**

The site has no responsibility for items provided, licensed or sold by third parties and the return to Company of items provided by third parties may cause a problem to be unresolved.

The Company and site are not agents of or affiliated with the content providers or site vendors. Please see their individual sites for the terms and conditions of transactions with them.

The following terms and conditions apply only to information, products or services sold or licensed by Company. (Unless so designated information, products and services are not licensed or sold by the Company and the Company will not accept returns of those items and has no responsibility relating to them). You should see the terms and conditions of the third party content provider or vendor for the use or purchase of their products.

Regarding an item licensed or sold by Company and so designated:

Once an order has been placed, it cannot be cancelled unless the shipment is unavoidably delayed. In this case, we will do our best to cancel the order if requested.

DEFECTIVE returns: If your order arrives in a damaged condition, save the merchandise AND the original box and packing it arrived in, and notify us immediately. Defective returns can be returned directly to us within 30 days from the invoice date for, at our discretion, credit, replacement, exchange or repair.

NON-DEFECTIVE returns: If you are unsatisfied with our product, you may return the product 30 days from the date that the product was originally shipped to you for a refund according to the following terms. All NON-DEFECTIVE returns are subject to a 15% restocking fee.

To obtain a refund, your return must be approved and postmarked 14 days from the date that the product was originally shipped to you.

The following terms apply for all returned items:

- Products must be returned within 30 days of the shipping date.
- All returned products must contain ALL original boxes and packing materials.
- Refunds will be issued to the same credit card that was charged when ordering the product.
- Shipping charges and return shipping charges are not refundable in any case.
- To ensure a refund is processed for you, please send returns to the address.

Returned products must be sent to the address of the third party vendor. Please see their site for details. You should contact the site if you have a need to return an item purchased from the

Company (and it is so designated as information, product or service sold or licensed by the Company).

Company is not responsible for lost or stolen items. We recommend all returned items to be sent using some type of delivery confirmation system to ensure proper delivery.

After the shipping department receives your return, it generally takes about ten (10) business days to process your refund. Once a return is processed, it usually takes from five (5) to ten (10) business days for this return to be posted to your account, depending on your financial institution.

### **11. Chargeback Policy**

All references to a “chargeback” refer to a reversal of a credit/debit card charge placed on our site. There is no reason for a chargeback to ever be filed. Unnecessary chargebacks are theft and can be prosecuted. If you feel that your credit/debit card was used fraudulently on our site, please contact us for immediate resolution.

YOU AGREE THAT YOU WILL NOT CHARGEBACK ANY AMOUNTS CHARGED TO YOUR CREDIT/DEBIT CARD ON THIS SITE. IF YOU CHARGEBACK A CREDIT/DEBIT CARD CHARGE FOR A PAYMENT INITIATED BY YOU, YOU AGREE THAT THIS SITE MAY RECOVER THE AMOUNT OF THE CHARGEBACK PLUS APPLICABLE FEES, INCLUDING ATTORNEYS FEES AND COSTS, BY ANY MEANS DEEMED NECESSARY, INCLUDING BUT NOT LIMITED TO RECHARGING YOUR CREDIT/DEBIT CARD OR HAVING THE AMOUNT RECOVERED BY A COLLECTION AGENCY. ANY TRANSACTION REPORTED TO THE CREDIT AGENCY MAY IMPACT YOUR CREDIT.

### **12. Disclaimer and Limitation of Liability**

**Our responsibility for defects relating to the information, products and services available on our site is limited to the procedures described in our return policy set forth below. Please see also sites of the individual content providers and vendors for the terms and conditions relating to the license or sale of their products.**

**INFORMATION PROVIDED BY THE COMPANY OR ANY CONTENT PROVIDER IS ONLY FURNISHED AS GENERAL INFORMATION. IT IS NOT INTENDED TO BE MEDICAL ADVICE, FITNESS ADVICE OR ADVICE OR RECOMMENDATION OF ANY KIND. WHETHER GENERAL INFORMATION APPLIES TO YOU OR ANY OTHER PERSON DEPENDS UPON THE PARTICULAR HEALTH, MEDICAL HISTORY, FITNESS HISTORY AND FACTUAL CIRCUMSTANCES OF YOU OR THE OTHER PERSON AS DETERMINED IN AN IN-PERSON MEDICAL EXMINATION OR APPOINTMENT BY A PHYSICIAN, QUALIFIED HEALTH CARE OR CERTIFIED FITNESS PROFESSIONAL.**

ALL INFORMATION, PRODUCTS AND SERVICES AVAILABLE ON THIS SITE ARE PROVIDED “AS IS” BY THE COMPANY AND THIRD PARTY CONTENT PROVIDERS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANT OF NON-INFRINGEMENT OF OTHERS’ COPYRIGHT OR INTELLECTUAL PROPERTY.

WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT THE INFORMATION, PRODUCTS AND SERVICES AVAILABLE ON THIS SITE WILL MEET YOUR REQUIREMENTS; THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE INFORMATION, PRODUCTS OR SERVICES WILL BE EFFECTIVE, ACCURATE OR RELIABLE; OR THAT THE QUALITY OF ANY INFORMATION, PRODUCTS OR SERVICES WILL MEET YOUR EXPECTATIONS.

SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOUR PURCHASE OF PRODUCTS AND SERVICES.

WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR PRODUCTS AND SERVICES THAT ARE NOT AVAILABLE FOR USE. IN NO EVENT SHALL WE OR, AS APPLICABLE, OUR PARENT, SUBSIDIARIES, AFFILIATED COMPANIES, AGENTS, SHAREHOLDERS, EMPLOYEES, OR OFFICERS (COLLECTIVELY, OUR "AFFILIATES") HAVE ANY OBLIGATIONS OR LIABILITIES TO YOU OR ANY OTHER PERSON FOR LOSS OF PROFITS, FOR LOSS OF BUSINESS OR USE, OR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF WE OR OUR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OR IN CONNECTION WITH THE SALE, DELIVERY, USE, REPAIR OR PERFORMANCE OF THE PRODUCTS AVAILABLE THROUGH THIS SITE.

NONE OF OUR EMPLOYEES, REPRESENTATIVES, OR AFFILIATES, IS AUTHORIZED TO MODIFY THIS LIMITATION. OUR SOLE AND ENTIRE MAXIMUM LIABILITY (AND THE LIABILITY OF ANY OF THE PROVIDERS OF PRODUCTS AND SERVICES AVAILABLE ON OUR SITE), FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS AND SERVICES YOU HAVE ORDERED THROUGH OUR SITE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOUR PURCHASE OF PRODUCTS AND SERVICES.

### **13. Notice**

Company may give notice by means of a general notice on our site, electronic mail to your e-mail address on record in Fit Focus' account information, or by written communication sent by first class mail or pre-paid post to your address on record in Fit Focus' account information. Such notice shall be deemed to have been given upon the expiration of 72 hours after mailing or posting (if sent by first class mail or pre-paid post) or 24 hours after sending (if sent by e-mail). You may give notice to Fit Focus (such notice shall be deemed given when received by Fit Focus) at any time by any of the following: A letter sent by confirmed email transmission to Fit Focus at the

following email address: [contact@fitfocus.me](mailto:contact@fitfocus.me), by a letter delivered by a nationally recognized overnight delivery service, or by first class postage prepaid mail to Fit Focus, LLC at the following address: 2338 W. Royal Palm RD Suite-J, Phoenix, AZ 85021 in either case, addressed to the attention of: Manager.

#### **14. Modification to Terms**

We reserve the right to modify the terms and conditions of this Agreement or its policies relating to the information, products and services at any time, effective upon posting of an updated version of this Agreement on our site. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

#### **15. General**

With respect to U.S. Customers, this Agreement shall be governed by the laws of the State of Arizona and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in the State of Arizona. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and Fit Focus as a result of this agreement or use of this Website. The failure of Fit Focus to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Fit Focus in writing. This Agreement, together with any applicable Form and policies, comprises the entire agreement between you and Fit Focus and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

#### **16. Force Majeure**

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and service available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor shortage, unavailability, disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

#### **17. Definitions**

As used in this Agreement and in any Order Forms now or hereafter associated herewith: "Agreement" means these online terms of use, any Order Forms, whether written or submitted online via the [www.FitFocus.me](http://www.FitFocus.me) Web Site, and any materials available on the Fit Focus, LLC Website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by Fit Focus, LLC from time to time in its sole discretion; "Effective Date" means the earlier of either the date this Agreement is accepted by selecting the "I Accept" option presented on the screen after this Agreement is displayed, the Effective date on the subscription form or the date you begin purchasing products from this site; "Order Form(s)" means the form evidencing your purchase from this site and any subsequent order forms submitted

online or in written form, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail); “Company” means collectively Fit Focus, a Limited Liability Company organized and existing under the laws of the State of Arizona doing business as “www.FitFocus.me” and having an office at 2338 W. Royal Palm RD Suite-J, Phoenix, AZ 85021, together with its officers, directors, shareholders, employees, agents and affiliated companies.

**18. Questions or Additional Information:**

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to [contact@fitfocus.me](mailto:contact@fitfocus.me).