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In the event you register and create an account, you acknowledge and agree that you will be responsible for each and every access or use of the Website or Products with your account, and that Online PT is authorized to accept your account as conclusive evidence that you wish to use the Website and Products. Online PT shall have no liability or responsibility to monitor the use of your account.

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You agree that your use of the Website and Products is at your sole risk.

Consult your physician before beginning any exercise, weight training or nutritional program. Children under the age of 13 should not use any Products or participate in any Online PT program. You should be healthy, and at least 13 years old before attempting any weight training workout. Always warm-up and stretch properly before beginning all workouts. For safety purposes when weight training, use a spotter when necessary and never attempt a maximum lift alone. Online PT is not responsible for any injury that may result from improper use of the Website, Products or its training programs or materials.

You agree to indemnify, defend and hold harmless the Online PT Parties, against any and all losses, expenses, damages and costs (including attorneys fees) resulting from or related to (i) any breach or violation of these Terms and Conditions, (ii) any activity related to your account by you or any other person accessing this Website or the Products using your account or other access through you or (iii) your general use of the Website, Products or any of our programs. Your indemnification obligations will survive termination of your account for any reason.

The Online PT Parties shall not be liable to you or any other person for any indirect, incidental, special or consequential damages whatsoever THAT YOU OR ANY OTHER PERSON SUFFERS OR INCURS, even if the Online PT parties have been advised of the possibility of such damages or they are foreseeable. THE maximum aggregate liability that Online PT Parties shall HAVE TO YOU UNDER THESE TERMS AND CONDITIONS, SHALL not exceed the fees paid by you to Online PT for the Online PT Products purchased by you. THE LIMITATIONS ON LIABILITY under this paragraph will survive termination of YOUR ACCOUNT FOR ANY REASON. In states, which do not allow some or all of the above limitations, liability shall be limited to the greatest extent permitted by applicable law.

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party's copyrights or intellectual property or proprietary rights is a violation of federal and international law subject to criminal and civil penalties.

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From time to time, you may submit information, data, biographical information, statistics, testimonials, results of use of the programs, video, sound recordings or photos of you to Online PT via the Website, email or other form of delivery (collectively the "Submitted Materials"). In the event that you consent (which consent may be in writing, by email, verbal or by inference) to Online PT's use of such Submitted Materials, you hereby grant to the Online PT Parties the license and right to use, publish, reproduce, create derivative works of, distribute and publicly display the Submitted Materials, including your name, image, likeness and biographical data (your "Personal Information"), in any form, media or content, for advertising, promotional materials or any other commercial purpose including, without limitation, use on Online PT's website and social media pages. You agree that no advertisement or other material is required to be submitted to you for approval and the Online PT Parties shall be without liability to you for any distortion or illusionary effect or adverse result to you on account of the use of your Submitted Materials or Personal Information as authorized herein. You hereby irrevocably release the Online PT Parties and waive and covenant not to sue or seek reimbursement from the Online PT Parties for any and all present and future claims, demands, damages, losses, adverse consequences, liabilities and causes of action arising from any of the authorized uses of your Submitted Materials and Personal Information by the Online PT Parties, including, without limitation, any claims for copyrights, moral rights, defamation, libel, invasion of privacy, publicity, personality, or exploitation of your name or likeness. In the event that you request that Online PT cease use of the Submitted Materials, the Online PT Parties may consent to cease use and will take down or cease all such uses in their control; however, you acknowledge and agree that the Online PT Parties are not responsible or liable for taking down any uses not in their control (e.g., copies of your photographs or testimonials that have been copied by third parties on the internet).

You acknowledge that Online PT prohibits the use, uploading or submission of any information or material in or on the Website or to Online PT that infringes on any patent, trademark, copyright, trade secret, right to privacy, right to publicity, or any other applicable law or

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Fees and Payment

In the event that you register as a user of the Website and activate your account, you agree to pay Online PT for its Products and services in accordance with the fee schedule posted on Online PT's Website from time to time. All fees payable to Online PT for its Products must be paid by credit card. In the event that Online PT incurs any costs or fees (including reasonable attorneys' fees) due to collecting amounts due to Online PT under these Terms and Conditions as a result of chargeback fees, disputed fees, an insufficient funds reply to any credit card charge or otherwise, you agree to reimburse Online PT for such collection costs.

Shipping Policies

We typically ship all materials within 48 hours of receiving an order and barring acts of God and unforeseen events and delays you should receive your materials within 5-7 working days of your order. However, we cannot guarantee delivery time frames but make efforts to ship as soon as is possible.

Refund Policy

Online and Videos: We have a no refund policy on the Online PT Programs or Video Workouts. Be 100% ready to transform your life and we promise that you will get results if you follow the plan.

All Other Products: Online PT Allows returns/refunds for all items other than the Online PT Online Programs or Video Workouts within 30 days of receipt of shipment so long as you meet the following requirements:

- Items must be in new condition
- Items must be returned to our listed address at your cost with all original packaging and accessories
- Clothing must be unworn and unused
- Items valued at over \$50 must be returned to Online PT with a traceable shipping service. If the order is valued at \$100 or more, insure the shipment for the value of the merchandise and ship your return with a signature shipping service.

The risk of loss for all shipments is with you until we accept the product.

Note: If a package doesn't arrive and you don't use a traceable method to return or if you refuse the shipment as a method of return, we may not be able to cover you under our Refund Policy.

Links to Other Web Sites and Resources

At certain places on the Website, live "links" to other Website addresses and resources can be accessed. The links are for convenience purposes only, and the inclusion does not imply that Online PT endorses these websites. Such external websites contain information created, published, maintained or otherwise posted by institutions or organizations independent of Online PT. Online PT does not guarantee the accuracy, completeness, timeliness or quality of information available from other websites. Use of any information from other websites is voluntary, and reliance on it should be undertaken only after an independent review of its accuracy, completeness, timeliness and quality. Online PT shall not be liable, directly or indirectly, for any damage or loss caused, or alleged to be caused, by, or in connection with, the use of, or the reliance upon, any information, content, goods or services available on or through any third party websites, including resources linked to this Website.

Internet Software or Computer Viruses

Internet software or transmission problems may produce inaccurate or incomplete copies of information contained on this Website. Computer viruses and other destructive computer code may also be inadvertently downloaded from this Website. Online PT shall not be responsible or liable for any software, computer viruses or other computer code that may adversely impact your use of your computer equipment or other property on account of your access to, use of, or browsing on this Website or your downloading of any Products or other material as permitted by these Terms and Conditions. Online PT recommends that you install appropriate anti-virus or other protective software.

Complete Agreement; Amendments

These Terms and Conditions constitutes the complete agreement between the parties with respect to your use of Online Pt's Website and the Products and supersedes all prior or contemporaneous agreements, discussions, representations and warranties, whether oral or written, with respect to the subject matter of these Terms and Conditions.

Online PT may amend THESE TERMS AND CONDITIONS by posting the amendment to the Website. YOU MAY NOT AMEND THIS AGREEMENT EXCEPT WITH THE WRITTEN CONSENT OF Online PT. If you CONTINUE TO USE THE WEBSITE AND ITS PRODUCTS, then your silence will be deemed an acceptance of the amendment(s).

Miscellaneous

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