

# Core Fit Foods Inc.

## Terms of Service

Effective January 1, 2022

*\*NB our terms of service are subject to change without notice. Please check our website on a regular basis to ensure you are reading the most update publishing see “changes to terms and privacy policy”*

### INTRODUCTION

Core Fit Foods LLC. ("Company" or “We”) recommends that you read the following terms and conditions carefully. By accessing or using the Core Fit Food Inc. website, [www.corefitfoods.us](http://www.corefitfoods.us), [www.corefitfoods.com](http://www.corefitfoods.com), including any software or mobile applications made available by Company (together, the "Website"), however accessed or used, or using any of the food, shakes, supplements, or other products ordered through the Website (collectively, “Products”), you agree to be bound by these terms (the "Terms of Service" or the "Agreement"). We encourage you to print the Agreement or save it to your computer for reference.

If you do not understand this Agreement, or do not agree to be bound by it or the Privacy Policy, you may not access or use the Website, and you must immediately cease accessing or using the Website.

These terms contain an arbitration provision that requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limits the remedies available to you in the event of a dispute. See Dispute Resolution section for full details.

### PRIVACY POLICY

By using the Website, you represent and warrant that you have read and understood, and agree to be bound by, this Agreement and Company’s Privacy Policy (the "Privacy Policy"), which is incorporated into this Agreement by reference. The Privacy Policy is available at

[☰ CFF WEBSITE PRIVACY POLICY USA](#) Company encourages you to frequently check the Privacy Policy for changes.

### ELIGIBILITY

By accessing and/or using the Website, including by doing so after accessing this Agreement, you represent and warrant that you are at least 18 years old, and/or are otherwise legally qualified to enter into and form contracts under applicable law. If you are using the Website on behalf of a company, you further represent and warrant that you are authorized to act and enter into contracts on behalf of that company.

## NO MEDICAL ADVICE

You understand and agree that nothing on the Website or provided through the Website is intended as or should be construed as medical advice. Company is not a medical organization and cannot give you medical advice or any diagnosis. You are urged and advised to seek the advice of a physician before beginning any dietary or any weight loss regimen. While the Products are generally recognized as safe for consumption, you may be pregnant, nursing, taking medication or have a health condition that conflicts with the Products; as such, you should consult with your primary care physician before using any of the Products.

## PAYMENTS: SUBSCRIBE & SAVE

### Payments

You acknowledge and agree that the Company reserves the right to charge for access to the Website and/or the Products. All transmissions of payment information between you and the Website are secured with Internet-standard TLS (also known as HTTPS) encryption. We collect your name, address, and payment information to process your order. You agree to pay all fees, taxes, and other costs assessed to you for the purchase of Products or services through the Website.

### Refunds and Returns

In accordance with our Safe Quality Food (SQF) and Good Manufacturing Practices (GMP) certifications by our suppliers, we cannot accept any product returns once they ship from any of the warehouses.

### Subscribe & Save Terms & Conditions

From time to time, Company may offer certain Products and/or exclusive Website and feature access via recurring Subscribe & Save plans. At the time you enroll in a Subscribe & Save plan (your "Subscription"), the specific terms of your Subscription will be communicated to you, such as (1) how much you will pay for the Subscription, (2) how often you will be charged for your Subscription (for example, monthly), and (3) how you can change or cancel your Subscription. If you chose to enroll in a Subscription, you understand and agree that, in addition to your first purchase, your credit or debit card on file will be charged for additional Subscription fees at regular intervals (e.g., once per month) without obtaining further permission or confirmation from you. In other words, Subscriptions renew automatically unless canceled in advance of the next payment period by you. Please pay attention to the payment terms and disclosures provided during the order process for your Subscription.

Company may, in its sole discretion, send you email reminders about upcoming Subscribe & Save shipments, but you understand and agree that it is your exclusive responsibility to keep track of upcoming shipments and charges for your Subscription.

## CHANGES TO TERMS AND PRIVACY POLICY

Internet technology and the applicable laws, rules, and regulations change frequently. Company reserves the right to change this Agreement and its Privacy Policy at any time upon notice to you (including by posting a new version, or sending you a change notice). It is your responsibility to review this Agreement and the Privacy Policy periodically. If at any time you find either this Agreement or the Privacy Policy unacceptable, you must immediately cease accessing Service. Unless Company obtains your express consent, any revised Privacy Policy will apply only to information collected by Company after the revised Privacy Policy takes effect, and not to information collected under any earlier versions of the Privacy Policy.

## LICENSE

Subject to your compliance with these Terms of Service, Company grants you a non-exclusive, non-sublicensable, revocable as stated in this Agreement, non-transferable license to access the Company Website. No part of the Website may be reproduced, duplicated, copied, modified, sold, resold, distributed, transmitted, or otherwise exploited for any commercial purpose without the prior express written consent of Company. All rights not expressly granted in this Agreement are reserved by Company. Without limitation, this Agreement grants you no rights to the intellectual property of Company or any other party, except as expressly stated in this Agreement. The license granted in this section is conditioned on your compliance with this Agreement. Your rights under this section will immediately terminate if, in the sole judgment of Company, you have breached any provision of this Agreement.

## NO RELIANCE ON THIRD PARTY CONTENT

Opinions, advice, statements, or other information made available through the Website by third parties are those of their respective authors and should not necessarily be relied upon. Those authors are solely responsible for their content. Company does not: (i) guarantee the accuracy, completeness, or usefulness of any third-party information accessible on or through the Website; or (ii) adopt, endorse, or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by a third party through the Website. Under no circumstances will Company be responsible for any loss or damage resulting from your reliance on information or other content posted through the Website transmitted to or by any third party.

## ASSUMPTION OF RISK; RELEASE

You knowingly and freely assume all risk when using the Website and Products. You, on behalf of yourself, your personal representatives, and your heirs, voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify Company and its owners, officers, directors, employees, agents, affiliates, consultants, representatives, sublicensees, successors, and assigns (collectively, the

"Company Parties") from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, emotional distress, or other damages or harm, whether to you or to third parties, that may result from your use of the Website or Products.

## USER ACCOUNT, ACCURACY, AND SECURITY

### User Account

To access and use certain parts of the Website, you may be asked to create a user account ("Account"), and to provide information that personally identifies you. You represent and warrant that all user information you provide in connection with your Account and your use of the Website is current, complete, and accurate, and you agree that you will update that information as necessary to maintain its completeness and accuracy by updating your personal Profile. You agree that you will not submit any fake content to willfully and credibly impersonate another person, whether actual or fictitious. If Company believes in its sole discretion that the information you provide is not current, complete, or accurate, Company has the right to refuse you access to the Website, or to terminate or suspend your access at any time, or both. For additional information, see Company's Privacy Policy.

### Account Security

You may be asked to provide a username, password, and possibly other information to secure your Account. You are entirely responsible for maintaining the confidentiality of your password. You may not use the username or password of any other person, nor may you share your username and password, nor may you circumvent any authentication mechanism requiring the entry of usernames, passwords, or any other information to gain unauthorized access to the Website. You agree to notify Company immediately of any unauthorized use of your Account. Company shall not be liable for any loss that you incur because of someone else using your Account, either with or without your knowledge. You may be held liable for any losses incurred by Company, its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of your Account.

## CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS FROM COMPANY

By registering for the Website and providing your name, email, postal or residential address, and/or phone number through the Website, you expressly consent to receive electronic and other communications from Company, over the short term and periodically, including email communications. These communications will be about the Website, new product offers, promotions, and other matters. You may opt out of receiving electronic communications at any time by following the unsubscribe instructions contained in each communication, or by contacting us at [info@corefitfoods.us](mailto:info@corefitfoods.us). You agree that these electronic communications satisfy any legal requirements that communications or notices to you be in writing.

## THIRD PARTY WEBSITES

The Service may be linked with the websites of third parties ("Third Party Websites"), some of whom

may have established relationships with Company and some of whom may not. Company does not have control over the content and performance of Third Party Websites. Company has not reviewed, and cannot review or control, all of the material, including computer software or other goods or services, made available on Third Party Websites. Accordingly, Company does not represent, warrant, or endorse any Third Party Websites, or the accuracy, currency, content, fitness, lawfulness, or quality of the information, material, goods, or services available through Third Party Websites. Company disclaims, and you agree to assume, all responsibility and liability for any damages or other harm, whether to you or to third parties, resulting from your use of Third Party Websites.

## PROHIBITED CONDUCT

Company imposes certain restrictions on your use of the Website. Any violation of this section may subject you to civil and/or criminal liability. The following are expressly prohibited: (a) providing false, misleading, or inaccurate information to Company or any other person in connection with the Website; (b) impersonating, or otherwise misrepresenting affiliation, connection, or association with, any person or entity; (c) modifying or changing the placement and location of any advertisement posted through the Website; (d) harvesting or otherwise collecting information about users, including email addresses and phone numbers; (e) without express written permission from Company, using or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to harvest or otherwise collect information from the Website for any use, including without limitation use on Third Party Websites; (f) accessing content or data not intended for you, or logging into a server or account that you are not authorized to access; (g) attempting to probe, scan, or test the vulnerability of the Website, or any associated system or network, or breaching security or authentication measures without proper authorization; (h) interfering or attempt to interfere with the use of the Website by any other user, host, or network, including (without limitation) by submitting malware or exploiting software vulnerabilities; (i) forging, modifying, or falsifying any network packet or protocol header or metadata in any connection with, or transmission to, the Website (for example, SMTP email headers, HTTP headers, or Internet Protocol packet headers); (j) while using the Website, using ad-blocking or other content-blocking software, browser extensions, or built-in browser options designed to hide, block, or prevent the proper display of online advertising; (k) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by the Company Parties in providing the Website, including without limitation any fraudulent effort to modify software or any other technological mechanism for measuring the number of impressions generated by individual content and/or the overall Service to determine and/or audit advertising revenues and payments, if applicable; (l) creating additional accounts to promote your (or another's) business, or causing others to do so; or (m) paying anyone for interactions on the Website.

## INTELLECTUAL PROPERTY

You represent and warrant that, when using the Website, you will obey all applicable laws and respect the intellectual property rights of others. Your use of the Website is at all times governed by and subject to copyright and other intellectual property laws. You agree not to upload, post, transmit, display, perform, or distribute any content, information, or other materials in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights.

## Trademarks

Company's trade names, logos, and trade addresses, including "corefitfoods.us", "corefit.life", "core fit pilates" "core fit foods" and/or "core fit coaching" (collectively, the "Company Marks"), are trademarks or registered trademarks of Company. Other trademarks, service marks, graphics, logos, and domain names appearing anywhere on, though, or in connection with the Website may be the trademarks of third parties. Neither your use of the Website nor this Agreement grant you any right, title, or interest in, or any license to reproduce or otherwise use, the Company Marks or any third-party trademarks, service marks, graphics, logos, or domain names. You agree that any goodwill in the Company Marks generated as a result of your use of the Website will inure to the benefit of Company, and you agree to assign, and do assign, all such goodwill to Company. You shall not at any time, nor shall you assist others to, challenge Company's right, title, or interest in, or the validity of, the Company Marks.

## Copyrights

All content and other materials available through the Website, including without limitation the Company logo, design, text, graphics, and other files, and their selection, arrangement, and organization, are either owned by Company or are the property of Company's licensors and suppliers. Except as explicitly provided, neither your use of the Website nor this Agreement grant you any right, title, or interest in any such materials.

## CONTENT PROVIDED BY YOU

### Objectionable Content

From time to time, you may be afforded the opportunity to post product reviews or other content to the Website. In such instances, you agree that you shall not use the Website to upload, post, transmit, display, perform, or distribute any content, information, or materials that: (a) are libelous, defamatory, abusive, threatening, excessively violent, harassing, obscene, lewd, lascivious, filthy, or pornographic; (b) constitute child pornography; (c) solicit personal information from or exploit in a sexual or violent manner anyone under the age of 18; (d) incite, encourage, or threaten physical harm against another; (e) promote or glorify racial intolerance, use hateful and/or racist terms, or signify hate toward any person or group of people; (f) glamorize the use of illegal substances and/or drugs; (g) advertise or otherwise solicit funds or constitute a solicitation for goods or services; (h) violate any provision of this Agreement or any other Company agreement or policy, including without limitation Company's Privacy Policy; (i) disclose another's personal, confidential, or proprietary information; (j) are false or fraudulent; (k) contains images or videos of individuals captured or posted without their consent; (l) promote self-destructive behavior (including without limitation eating disorders or suicide); (m) infringe on the copyright or other intellectual property, rights of publication, or other rights of a third party; or (n) are generally offensive, rude, mean-spirited, or in bad taste, as determined by Company in its sole discretion (collectively, "Objectionable Content"). Company disclaims any perceived, implied, or actual duty to monitor content made available through the Website, and specifically disclaims any responsibility or liability for information provided on the Website. Without limiting any of its other remedies, Company reserves the right to terminate your use of the Website or your uploading, posting, transmission, display, performance, or distribution of



Objectionable Content. Company, in its sole discretion, may delete any Objectionable Content from its servers. Company intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of this Agreement or of any applicable laws.

### **Your Responsibility for Your Defamatory or Infringing Content**

You agree and understand that you may be held legally responsible for damages suffered by other users or third parties as the result of your remarks, information, feedback, or other content posted or made available through the Website that is deemed defamatory, infringing of another's intellectual property rights, or otherwise legally actionable. Under Section 230 of the Federal Communications Decency Act of 1996, Company is not legally responsible, nor can it be held liable for damages of any kind, arising out of or in connection to any defamatory or otherwise legally actionable remarks, information, feedback, or other content posted or made available through the Website.

## **DISCLAIMERS, LIMITATION OF LIABILITY**

### **No Warranties**

Company, on behalf of itself and its licensors and suppliers, expressly disclaims any and all warranties, express or implied, regarding the Website or Products, arising by operation of law or otherwise, including without limitation any and all implied warranties of merchantability, fitness for a particular purpose, non-infringement, no encumbrance, or title, in addition to any warranties arising from a course of dealing, usage, or trade practice. Except as expressly stated herein, neither Company nor its licensors or suppliers warrants that the Website or Products will meet your requirements, or that the operation of the Website will be uninterrupted or error-free. Company disclaims all implied liability for damages arising out of the furnishing of the Website or Products pursuant to this Agreement, including without limitation, mistakes, omissions, interruptions, delays, tortious conduct, errors, representations, or other defects arising out of the failure to the furnish the Website, whether caused by acts of commission or omission, or any other damage occurring. Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages (including without limitation damages for lost profits or lost revenues), whether caused by the acts or omissions of Company, Company Parties, or other users, or the agents or representatives of any of the foregoing.

### **Your Responsibility for Loss or Damage; Backup of Data.**

You agree that your use of the Website is at your sole risk. You will not hold Company, the Company Parties, or its licensors and suppliers, as applicable, responsible for any loss or damage that results from your access to and/or use of the Website, including without limitation any loss or damage to any of your computers, mobile devices, including without limitations tablets and/or smartphones, or data. The Service may contain bugs, errors, problems, or other limitations.

### **Limitation of Liability**

In no event shall Company, the Company Parties, or its licensors or suppliers be liable to you for any claims arising from your use with the Website or Products, including without limitation for special, incidental, or consequential damages, lost profits, lost data or confidential or other information, loss

of privacy, costs of procurement of substitute goods or services, failure to meet any duty including without limitation of good faith or of reasonable care, negligence, or otherwise, regardless of the foreseeability of those damages or of any advice or notice given to Company or its licensors and suppliers arising out of or in connection with your use of the Website or Products. This limitation shall apply regardless of whether the damages arise out of breach of contract, tort, or any other legal theory or form of action. You agree that this limitation of liability represents a reasonable allocation of risk and is a fundamental element of the basis of the bargain between Company and you. The Website and Products would not be provided without such limitations.

### Application of Disclaimers

The above disclaimers, waivers, and limitations do not in any way limit any other disclaimer of warranties or any other limitation of liability in any other agreement between you and Company or between you and any of Company's licensors and suppliers. Some jurisdictions may not allow the exclusion of certain implied warranties or the limitation of certain damages, so some of the above disclaimers, waivers, and limitations of liability may not apply to you. Company's licensors and suppliers are intended third-party beneficiaries of these disclaimers, waivers, and limitations. No advice or information, whether oral or written, obtained by you through the Website or otherwise shall alter any of the disclaimers or limitations stated in this section.

## INDEMNIFICATION

Without limiting any indemnification provision of this Agreement, you (the "Indemnitor") agree to defend, indemnify, and hold harmless Company and the Company Parties (collectively, the "Indemnitees") from and against any and all claims, actions, demands, causes of action, and other proceedings (individually, "Claim", and collectively, "Claims"), including but not limited to legal costs and fees, and providing sole and exclusive control of the defense of any action to Company, including the choice of legal counsel and all related settlement negotiations, arising out of or relating to: (i) your breach of this Agreement, including without limitation any representation or warranty contained in this Agreement; (ii) your access to or use of the Website or Products; (iii) your violation or alleged violation of any foreign or domestic, international, federal, state, or local law or regulation; (iv) your violations of Section 13 regarding prohibited uses of the Website and other prohibited conduct; or (v) your violation or alleged violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights.

The Indemnitees each have the individual right, but not the obligation, to participate through counsel of their choice in any defense by you of any Claim as to which you are required to defend, indemnify, or hold harmless any, each, and/or all Indemnitees. You may not settle any Claim without the prior written consent of the concerned Company Parties.

## DISPUTE RESOLUTION

### Binding Arbitration



If you and Company or any of the Company Parties (collectively referred to in this Section as “Company”) cannot resolve a dispute or other Claim through negotiations, either party may elect to have the dispute or Claim finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other(s).

You acknowledge that without this provision, you would have the right to sue in court with a jury trial or to participate in a class action.

The language in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either party.

The arbitration shall be commenced and conducted under the Consumer Arbitration Rules of the American Arbitration Association ("AAA"), as modified by this Agreement, available at the AAA website [www.adr.org](http://www.adr.org). Except as otherwise provided for in this Agreement, Company will pay the AAA filing, administration, and arbitrator fees. If, however, the arbitrator finds that either the substance of your claim or the relief sought is frivolous or brought for an improper purpose according to the standards set forth in Rule 11 of the Federal Rules of Civil Procedure, then you will pay the arbitrator fees, in addition to any amount that exceeds the filing fees. In that case, you also agree to reimburse Company for all payments disbursed that are your obligation to reimburse under the AAA Rules. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to resolve, except that issues relating to the enforceability of the arbitration provision are for a Court of Competent Jurisdiction to resolve. The arbitration hearing will take place in the state of Florida; however, to facilitate participation by remote parties, the arbitration may be conducted in person, through document submission, through telephone, or online as deemed appropriate by the arbitrator. The arbitrator will issue a decision in writing, but need only provide a statement of reasons if requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Either party may litigate to compel arbitration in court, to stay proceedings pending arbitration, or to modify, confirm, vacate, or enter judgment on the award entered by the arbitrator. The arbitrator shall award costs to the prevailing party (including, without limitation, fees, expenses, and reasonable attorneys' fees) at any time during the proceeding and upon request from either party, within 14 days of the arbitrator's ruling on the merits.

#### Restrictions Against Joinder of Claims

You and Company agree that any arbitration shall be limited to each Claim individually. You and Company agree that each may only bring claims against the other in your or Company’s individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

If this specific provision is found to be unenforceable in a Court of Competent Jurisdiction, the Claim will still be finally and exclusively resolved by binding arbitration upon the election of either party, and any election to arbitrate by one party shall be final and binding on the other(s). In addition: (1) no arbitration shall be joined with any other arbitration, and (2) there is no right for any Claim to be arbitrated on a class-action or mass-action basis or to employ class action procedures, and (3) there is no right of authority for any dispute to be brought in a purported representative capacity on behalf either of the general public or any other individuals.

## Remedies in Aid of Arbitration; Equitable Relief

This agreement to arbitrate will not preclude you or Company from seeking provisional remedies in aid of arbitration, including without limitation orders to stay a court action, compel arbitration, or confirm an arbitral award, from a Court of Competent Jurisdiction. Furthermore, this agreement to arbitrate will not preclude you or Company from applying to a Court of Competent Jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary. "Court of Competent Jurisdiction" means any court: (1) that has jurisdiction over the subject matter; and (2) that is located in the state of Florida.

## Venue for any Judicial Proceeding

This Agreement, including without limitation this Agreement's interpretation, shall be treated as though this Agreement were executed and performed in the state of Florida, and shall be governed by and construed in accordance with the laws of Florida without regard to its conflict of law principles. The language in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either party.

The proper venue for any judicial action arising out of, relating to, or in connection with this Agreement will be the state and federal located in the state of Florida. The parties stipulate to, and agree to waive any objection to, the personal jurisdiction and venue of such courts, and further expressly submit to extraterritorial service of process.

## TERMINATION

### By Organization

Without limiting any other provision of this Agreement, Company reserves the right to, in Company's sole discretion and without notice or liability, deny use of the Website to any person for any reason or for no reason at all, including without limitation for any breach or suspected breach of any representation, warranty, or covenant contained in this Agreement, or of any applicable law or regulation. This Agreement shall automatically terminate if you breach any of this Agreement's representations, warranties, or covenants. Such termination shall be automatic and shall not require any action by Company.

### By You

You may terminate this Agreement and your rights under it at any time, for any or no reason at all, by providing to Company notice of your intention to do so, in the manner required by Section 20.

### Effect of Termination

Any termination of this Agreement automatically terminates all rights and licenses granted to you under this Agreement, including all rights to use the Website. Upon termination, Company may, but has no obligation to, in Company's discretion, rescind any services and/or delete from Company's

systems all of your personal information and any other files or information that you made available to Company or that otherwise relate to your use of the Website. Upon termination, you shall cease any use of the Website.

After termination, Company reserves the right to exercise whatever means it deems necessary to prevent your unauthorized use of the Website, including without limitation technological barriers such as IP blocking and direct contact with your Internet Service Provider.

#### Survival

Upon termination, all rights and obligations created by this Agreement will terminate, except for any outstanding payment obligations that were incurred prior to the date of termination and the following Sections will survive any termination of this Agreement: Sections 1-3, 5, and 9-21.

## NOTICES

All notices required or permitted to be given under this Agreement must be in writing. Company shall give any notice by email sent to the most recent email address, if any, provided by the intended recipient to Company. You agree that any notice received from Company electronically satisfies any legal requirement that such notice be in writing. You bear the sole responsibility of ensuring that your email address on file with Company is accurate and current, and notice to you shall be deemed effective upon the sending by Company of an email to that address. You shall give any notice to Company by submitting said notice to us at Core Fit Foods Inc., 8395 SW 73rd Avenue, Unit #509, Miami, Florida 33143.

## GENERAL

**Entire Agreement.** This Agreement constitutes the entire agreement between Company and you concerning your use of the Website.

**Partial Invalidity.** Should any part of this Agreement be declared invalid, void, or unenforceable by a Court of Competent Jurisdiction, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect, and the parties acknowledge and agree that they would have executed the remaining portion without including the part so declared by a Court of Competent Jurisdiction to be invalid, void, or unenforceable.

**Amendments.** This Agreement may only be modified by a written amendment signed by an authorized executive of Company, or by the unilateral amendment of this Agreement by Company along with the posting by Company of that amended version.

**No Waiver.** A waiver by either party of any term or condition of this Agreement, or any breach, in any one instance, will not waive that term or condition or any later breach.

**Assignment.** This Agreement and all of your rights and obligations under it will not be assignable or

transferable by you without the prior written consent of Company. This Agreement will be binding upon and will inure to the benefit of the parties, their successors, and permitted assigns.

**No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement, with the following exceptions: the Company Parties, Indemnitees, and Company's licensors and suppliers (to the extent expressly stated in this Agreement).

**Injunctive Relief.** You acknowledge and agree that any actual or threatened breach of this Agreement or infringement of proprietary or other third-party rights by you would cause irreparable injury to Company and Company's licensors and suppliers, and would therefore entitle Company or Company's licensors or suppliers, as the case may be, to injunctive relief. The headings in this Agreement are for convenience only and shall have no legal or contractual effect.

### **Pilates Classes Indemnification**

I hereby consent to joining Pilates classes offered by Core Fit Foods LLC. These sessions are recorded and by accepting these terms and conditions I hereby give my permission to be filmed in this session, as well as indemnify the instructor from being held liable for any potential injury or accidental physical injury as outlined below:

1. I certify that I am in adequate physical condition to participate in physical exercise.
2. I certify that I assume the risk of physical injury, whether minor, severe, or otherwise.
3. I certify that I will disclose to the Trainer whenever suggested activities cause distress beyond my threshold.
4. I certify that I will not hold the Company or its Trainer(s) liable for any physical injury, whether minor, severe, or otherwise that result from Training Sessions.
5. I certify that I assume all responsibility for my participation in the Training Sessions.

### **30 Day Money Back Guarantee**

Core Fit Foods LLC. offers a 30-day refund policy from the date of purchase on plan purchases. In order to protect ourselves from abuse we reserve the right to refuse refunds to people that we deem to be 'serial refunders'. Those include people that have received one or more refunds in the past. If you have received a refund in the past you are not eligible for refunds on future courses without express, written permission in advance from Core Fit Foods LLC. Refund applications will need to be accompanied by a written

testimonial and a detailed daily food diary for the entire 28 day plan period, along with weight submissions via our link and before and after photos which back up claims of no results. Refund applications are sent via email. To apply for a refund, please email [info@corefitfoods.us](mailto:info@corefitfoods.us).

If your program purchase includes **coaching** then you will receive only a 50% refund for the program.

Qualifications of this provider are available upon request.

You have a right to:

(1) Ask questions about the potential health risks of this program and its nutritional content, psychological support and educational components.

Core Fit Foods LLC is represented by our named program, Core Fit Foods diet, via our website [www.corefitfoods.us](http://www.corefitfoods.us). It provides this website to you subject to the following terms and conditions, which may be updated from time-to-time without notice. Your use of this website constitutes acceptance of the following terms and conditions.

### **Disclaimers**

This website, its organization and design, and all information, images, artwork, text, video, audio, pictures and other materials on this website (together, "Content") are provided "as is". The Content is believed to be accurate when it was posted on this site. However, the Content may not be accurate, complete or current. Core Fit Foods LLC makes no representations or warranties of any kind, express or implied, as to the Content or the operation of this website. Results may vary from one individual to the next, insofar as the data provided for past clients, as well as relative results with the persons who purchase our products via this website.

Core Fit Foods LLC is not responsible for any physical or mental effects claimed to be as a result of the use of our products. It is the responsibility of the dieter to communicate any ailments, health impediments, mental or physical limitations to us prior to commencing the use of our products. Results may vary from using our products and services.

All dieters indicate their active participation on the diet to us, Core Fit Foods LLC, by selecting the consent box provided at the checkout page on the website. Once the client selects the boxes indicating that they agree to the following:

- I understand that I can not start the Core Fit Foods Diet Plan if I suffer from any of the following conditions: Active Lupus, Active Cancer (only if 3 years clear), Diabetes Type 1, Arrhythmia, Blood clots, Heart Valve problems, Heart Attack (within 6 months), Heart surgery (within 6 months), Stroke or TIA, Pregnant or breastfeeding, Multiple Sclerosis, Alzheimers or Parkinsons, Kidney Problems or Renal Failure, Liver Problems, Anorexia / Bulimia, Active drug addiction, Schizophrenia and any other known health risks

- I will seek medical advice if I suffer from any other medical condition(s) or taking medication before I start the Core Fit Foods Diet.
- Tick here if you suffer from any other medical condition(s) or taking medication?
- I have read and understood and hereby agree to all of the terms & conditions stated herein. By purchasing any plan from Core Fit Foods LLC., I indicate my agreement.

We will not be held responsible for any allergic reactions or any physical or mental adverse effects that may be caused as a result of your participation in our diet plans. Results may vary.

We make no claims as to the results which we advertise apart from the proven results by persons who have successfully followed our programme exclusively. Results may vary.

Warning: rapid weight loss may cause serious health problems. Rapid weight loss is weight loss of more than 1 ½ to 2 pounds per week or weight loss of more than 1% of body weight per week after the second week of participation in a weight loss program. Results may vary.

Consult your personal physician before starting any weight-loss program.

Only permanent lifestyle changes, such as making healthful food choices and increasing physical activity, promote long-term weight loss. Results may vary.

### **Live Pilates Classes in-person Disclaimer**

<https://corefitfoods.com/core-fit-pilates-waiver>

**a. The Client is engaging the Company for personal training services to be provided by the Company's Trainer(s) (the "Trainer"). b. Personal Training sessions will last 60 minutes. (45 minutes of class time, 5 minutes of recovery cool down stretch post class, 10 minutes client screening and introduction time.) c. The Trainer will create an exercise program geared to the Client's fitness level, capabilities, contraindicatory medical conditions and experience in order to meet the Client's objectives. d. The Trainer will be assigned to the Client by the Company and is subject to change at any time. The Client may request a new Trainer and the Company will make every effort to accommodate if circumstances allow. e. The Client agrees to the Informed Consent and Assumption of Risk and Release of Liability. f. The Client agrees to inform the Company and its Trainer(s) of any and all conditions, medical or otherwise, that may affect the Client's ability to participate in Training Sessions. 2. Training Sessions. Training Sessions may include, but are not limited to, the following activities: assessment/ testing of physical fitness; exercise; aerobics and aerobic conditioning; Pilates and stretching. Included as an addition to this suite of offerings are the following: Nutritional Consultation Services, Meditation Practices if desired and contracted. Plant Medicine Dosage Administering with facilitation services in Jamaica only. Coaching prior to and post facilitated Plant Medicine**




**Journey session. 3. Training Package and Payments.** The Client is purchasing Training Sessions at a rate of Quoted per Training Session. The Client may pay for Training Sessions on a per session basis at the beginning of each session. The Client may pay for all of the Training Sessions upon the execution of this Contract, as a block of services. All Training Sessions must be used within 30 days of the Effective Date of this Contract. If the Client wishes to purchase additional Training Sessions, the Parties will enter into an amendment to this Contract. **4. Cancellation of Training Session.** The Client shall provide twenty-four (24) hour notice of any necessary cancellation of a scheduled Training Session. Failure to provide twenty-four (24) hour notice shall result in the Client being charged the full rate for the cancelled/missed Training Session. The Company and its Trainer(s) will endeavor to also provide the Client twenty-four (24) hour notice of any scheduled Training Session that may need to be cancelled; however, there may be instances where this is not practicable, and such would not constitute breach of this Contract on behalf of the Company. **5. Indemnity.** The Client agrees to indemnify and hold harmless the Company and its Trainer(s) for any injuries, illnesses, and the like experienced as the result of the Client's Training Sessions. **6. Termination.** Either Party may terminate this Contract upon thirty (30) days prior written notice to the other Party. In the event of termination by either Party, the Company is not responsible for any refunds to the Client. **7. Warranties.** While the Company and its Trainer(s) fully believe exercise and coaching, specifically designed personalized to the Client, is beneficial to the Client's health and wellness, the Company and its Trainer(s) cannot guarantee the results of Training Sessions. The Company and its Trainer(s) make no representations and/or warranties that the Client will lose weight, gain muscle mass, be able to engage in any specific physical and/or athletic activity, or will attain any other particular and/or specific results. The Company and its Trainer(s) strongly encourage the Client to follow a healthy diet in conjunction with personal training and continued exercise. **8. Entire Agreement.** This document reflects the entire agreement between the Parties and reflects a complete understanding of the Parties with respect to the subject matter. This Contract supersedes all prior written and oral representations. The Contract may not be amended, altered, or supplemented except in writing signed by both the Company and the Client. **9. Dispute Resolution and Legal Fees.** In the event of a dispute arising out of this Contract that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful Party will be entitled to its legal fees, including, but not limited to its attorneys' fees. **10. Legal and Binding Contract.** This Contract is legal and binding between the Parties as stated above. This Contract may be entered into and is legal and binding in the country of Jamaica and the United States, subject to its laws. The Parties each represent that they have the authority to enter into this Contract. **11. Severability.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written,

construed, and enforced as so limited. 12. Waiver. The failure of either Party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Contract. 13. Applicable Law. This Contract shall be governed and construed in accordance with the laws of Jamaica where the Training Sessions will occur, without giving effect to any conflicts of laws provisions.

**INFORMED CONSENT AND ASSUMPTION OF RISK AND RELEASE OF LIABILITY** This Informed Consent and Assumption of Risk and Release of Liability is entered into on the date that the option to agree has been initiated by a click on our website, and is material to the Personal Pilates Training Contract and is incorporated herein by reference. 1. Client certifies that Client is of adequate physical condition to participate in physical exercise and/or adequate mental condition to participate in Plant Medicine Retreats. 2. Client certifies that Client assumes the risk of physical injury, whether minor, severe, or otherwise. 3. Client certifies that Client will disclose to the Trainer whenever suggested activities cause distress beyond Client's threshold. 4. Client certifies that Client will not hold the Company or its Trainer(s) liable for any physical injury, whether minor, severe, or otherwise that result from Training Sessions or plant medicine ingestion given by its facilitators. 5. Client certifies that Client assumes all responsibility for Client's participation in all of the Training Sessions offered by the Company.

## **Journey with Plant Medicine Disclaimer - JAMAICA ONLY**

### JOURNEY WITH PLANT MEDICINE EXPERIENCE PARTICIPANT CONTRACT & RELEASE

 Journey with Plant Medicine Contract and Release.docx

This Participant Contract and Release, Waiver and Indemnity of Liability Agreement (hereinafter "Agreement") is entered into by ("Participant") and Core Fitness Studios 2020 Ltd. ("Organizer") in the jurisdiction of Jamaica, W.I.. In consideration of being admitted to the Program and permitted to participate in the activities.

The Parties hereby agree as follows:

1. This Agreement is made and entered into under the laws of Jamaica and shall be interpreted, governed, and enforced under and pursuant to these laws.
2. Participant agrees that should an action be brought against Organizer and/or any Core Fitness Studios 2020 Ltd. Facilitators or Apprentices working at the Program for any reason whether to enforce the terms of this agreement or on some other basis, that all disputes between Participant and Organizer will be

litigated in Jamaica and Participant waives any rights he/she may have in litigating in any other jurisdiction.

3. Participant has filled out the Medical Information Form and certifies that he/she does not have any medical or physical conditions which would impair or affect his/her ability to engage in any activities or which would cause any risk of harm to Participant, other participants and/or any participating Core Fitness Studios 2020 Ltd. Facilitators or Apprentices or otherwise endanger Participant's health while attending a Core Fitness Studios 2020 Ltd. Program. Participant further agrees that it is Participant's responsibility to maintain the accuracy and contemporaneousness of the Medical Information Form. Organizer will assume that Participant's Medical Information Form is correct until Participant files an updated or corrected form. The medical information is fully incorporated by reference within this agreement.

4. Participant is aware that certain activities he/she may engage in during the Program are physically, emotionally and/or mentally stressful. For Neurodynamic breathing, among other processes, it will include breathing that is faster and deeper than normal over a prolonged period which can cause dizziness, palpitations, tingling/numbness of the extremities, carpopedal spasms [involuntary contractions of the muscles of the hands and feet], tetany, ringing/roaring in the ears, clouded/distorted vision, perceptual distortions, and feelings of lightness, astonishment and/or euphoria. Physical Activities can also include violent twisting and turning while prostrate and other exertions not normally engaged in by Participant. Loud music can also be used with the described activities.

5. Participant agrees to assume full responsibility for his/her own physical, emotional and mental health and hold harmless Organizer, and/or any Core Fitness Studios 2020 Ltd. Facilitators and Apprentices working with organizer at the Program from any physical, emotional and/or mental damage that may be attributed to the Program or any participation therein. Participant further holds harmless organizer from any and all loss, liability, injury, damage or cost which may arise out of or in connection with participation in the Program.

6. Participant understands that this Core Fitness Studios 2020 Ltd. Event is intended as a personal growth experience and should not be used as a substitute for psychotherapy.

7. Participant acknowledges that he/she has been fully advised concerning the types of activities which will be engaged in during the program and understands the risks and difficulties that may arise during the program. Participant understands that he/she may leave at any time subject to the understandings and representations in the Medical Release Form, which is incorporated herein by this reference. Participant understands that by executing this release and engaging in the program, he/she is assuming those risks which are inherent to the activities involved.

8. Participant understand that since my experience will be guided by my own psyche/inner healer, despite any representations made by any of your staff, or in any of your websites or other marketing materials regarding Therapy, Plant Medicine and Breathwork workshops, Organizer cannot guarantee any specific type of experience, result or benefit from participating in the workshop. I also understand that once the workshop begins, I will not be entitled to any return or reimbursement of any of my workshop tuition for any reason.

9. Participant understands that contra-indications may exist for the anticipated activities if Participant is or has been suffering medical or psychological/psychiatric conditions requiring professional care; and that the activities described can also trigger suppressed traumas. Hence, Participant represents that he/she is not currently, nor for the preceding five years been, under the treatment and care of a physician or therapist for any condition, nor has he/she been diagnosed for any condition or currently taking any medication or mind altering substance, *except as expressly disclosed in the Medical Information Form*; and failure to disclose same constitutes a basis for disqualification and dismissal from the program, and shall be

deemed a knowing and voluntary waiver and complete release of any claim against Organizer as more specifically described in Section 16 and related provisions herein.

10. Participant understands and agrees that he/she is attending the Program at the discretion of Organizer and can be dismissed from the Program at any time without being informed of the reason for dismissal. Participant also understands and confirms his/her agreement that Organizer makes no guarantee of any type of experience or any experience whatsoever [see also the Medical Release Form, which is incorporated herein by this reference].

11. Participant understands that he/she may not record – audio or video – any portion of these sessions or any persons participating therein. Still photographs will not be taken of any person except with the advance consent of the person being photographed.

12. Participant understands and agrees that Organizer is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

13. Participant acknowledges that he/she has been advised (a) concerning the types of activities which will be engaged in during the Program, and understands the risks and difficulties that may arise during the Program; and (b) that if Participant feels too uncomfortable to continue at any point during the session, he/she is to stop immediately and check in with Organizer before continuing. Participant understands that he/she may decline to do any of the activities. Participant understands that by executing this release and engaging in the Program, he/she is assuming those risks which are inherent to the activities involved.

14. Participant acknowledges, understands, and agrees that this Agreement, and all of the releases, terms and conditions contained herein, shall apply with equal force and govern any future Core Fitness Studios 2020 Ltd. Programs in which participant partakes with Organizer thus obviating the power of the one time click, to agree to declare my agreement to all releases, terms and conditions of this

Agreement each and every time I partake in any Core Fitness Studios 2020 Ltd. activities or events. Participant further agrees to bring any changes in their Medical condition to Organizer's attention before participating in any Core Fitness Studios 2020 Ltd. event.

15. If Participant is under 18 years of age, participant must have one of his/her parents or guardians present at the Program for the entire duration.

16. Participant waives, releases and discharges any and all claims, rights and/or causes of action which he/she now have or which may arise out of or in connection with participation in the Program as well as which may arise out of or in connection with Participant's attendance and/or participation in the activities associated with the Program. Therefore, under no circumstance will Participant prosecute or present any claim for personal injury, property damage or any other cause of action against Organizer and/or and participating Core Fitness Studios 2020 Ltd. Facilitators and Apprentices. *See also* Medical Release Form, which is incorporated herein by this reference.

17. This agreement is binding on Participant's heirs, assignees, dependents, personal representatives and estate.

18. No oral representations, statements or inducements have been made to Participant to cause them to enter into this agreement.

19. At the choosing of Organizer and/or any participating Core Fitness Studios 2020 Ltd. Facilitator or Apprentice any claim or controversy that arises out of or relates to this agreement, or the breach of it, may be settled by arbitration in accordance with the rules of the Jamaican Arbitration Association. Such arbitration shall be binding upon the parties and Judgment upon the award rendered may be entered in any court with jurisdiction.

20. Should Organizer and/or any participating Core Fitness Studios 2020 Ltd. Facilitator or Apprentice be successful in bringing an action to enforce the terms hereof or successful in defending itself from a suit brought by Participant,



Organizer and/or any participating Facilitator and/or Apprentice shall recover all costs and expenses incurred in such action, including reasonable attorneys' fees.

21. Should any provision of this Agreement be held invalid or illegal, such illegality shall not invalidate the remainder of this Agreement. In that event, this Agreement shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the parties shall be construed and enforced accordingly.

I have read this agreement, which includes the Medical Release Form, incorporated herein by this reference, and understand it contains *release of all claims*, language for injuries and damages. I voluntarily click/sign evidencing acceptance of the provisions of this agreement. If English is not my native language I have either studied enough English to be able to read and understand this agreement, or I have had this agreement explained to me in my native language.

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