

Terms of Use

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KB Fitness, LLC Terms of Service

1. Terms

By accessing any KB Fitness, LLC website, you are agreeing to be bound by these terms of service, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this website are protected by applicable copyright and trademark law.

2. Use License

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modify or copy the materials;

use the materials for any commercial purpose, or for any public display (commercial or non-commercial);

attempt to decompile or reverse engineer any software contained on KB Fitness, LLC's website;

remove any copyright or other proprietary notations from the materials; or

transfer the materials to another person or "mirror" the materials on any other server.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by KB Fitness, LLC at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

3. Disclaimer

The materials on KB Fitness, LLC's website are provided on an 'as is' basis. KB Fitness, LLC makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including,

without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.

Further, KB Fitness, LLC does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its website or otherwise relating to such materials or on any sites linked to this site.

4. Limitations

In no event shall KB Fitness, LLC or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on KB Fitness, LLC's website, even if KB Fitness, LLC or a KB Fitness, LLC authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

5. Accuracy of materials

The materials appearing on KB Fitness, LLC's website could include technical, typographical, or photographic errors. KB Fitness, LLC does not warrant that any of the materials on its website are accurate, complete or current. KB Fitness, LLC may make changes to the materials contained on its website at any time without notice. However KB Fitness, LLC does not make any commitment to update the materials.

6. Links

We collect several different types of information for various purposes to provide and improve our Service to you.

Types of Data Collected:

- **Personal Data:** While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you ("Personal Data"). Personally identifiable information may include, but is not limited to:

- o Email address

- o First name and last name

- o Phone number

- o Address, State, Province, ZIP/Postal code, City

- o Cookies and Usage Data

We may use your Personal Data to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these

communications from us by following the unsubscribe link or instructions provided in any email we send.

We have the right to use your questions, comments, and postings, in their original or edited form, in television programs, books, articles, commentaries, or in any other medium now known or later developed. You also warrant that you own or otherwise control all of the rights to the content you have posted and that the public posting and use of such content by us will not infringe the rights of any third party. Additionally, you warrant that any “moral rights” in posted materials have been waived. You are not entitled to any compensation for any materials you may post on our Sites.

KB Fitness, LLC has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by KB Fitness, LLC of the site. Use of any such linked website is at the user's own risk.

7. Modifications

KB Fitness, LLC may revise these terms of service for its website at any time without notice. By using this website you are agreeing to be bound by the then current version of these terms of service.

8. Payments

We may provide paid products and/or services within the Service. In that case, we use third-party services for payment processing (e.g. payment processors).

We will not store or collect your payment card details. That information is provided directly to our third-party payment processors whose use of your personal information is governed by their Privacy Policy. These payment processors adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, Mastercard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of payment information.

The payment processors we work with are:

- Stripe
- PayPal

9. Governing Law

These terms and conditions are governed by and construed in accordance with the laws of Florida and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location.

10. Online Virtual Training

As an Online Trainee, you agree to the following:

I understand that the online training guidance is designed for those individuals who do not have medical limitations regarding exercise. I will accurately disclose any relevant medications I am taking and any

exercise limitations I am aware of or have been informed of by my doctor/surgeon so that my Trainer can develop a modified plan for my personal medical considerations. During the program, if my medications, condition, or limitations should change, I will notify my trainer. I understand that it is recommended that I have yearly physical or more frequent physical examination and consultation with my physician as to physical activity so I am aware of what is appropriate for me. I acknowledge that I either had a physical exam or have been given my physician's permission to participate or I have decided to participate without approval of my physician. I understand that while my Trainer will review any disclosed medical limitations, my Trainer is not a physician and cannot replace the advice and expertise of a physician. I understand that exercise involves certain risks, including but not limited to, serious neck and spinal injuries, heart attack, stroke or even death. Also, injuries could occur to bones, joints or muscles. I understand that part of the risk involved in undertaking any activity or program is relative to my own state of fitness or health (physical, mental, or emotional) and to the awareness, care and skill which I conduct myself in that activity or program. Knowing the material risks and appreciating, knowing and reasonably anticipating that other injuries are a possibility, I hereby expressly assume all of the delineated risk of injury, all other possible risk of injury, and even risk of possible death, which could occur by reason of my participation. I do hereby waive, release and forever discharge KB Fitness, LLC, from any and all responsibilities or liability for any present and future injuries or damages resulting or arising from my participation in any activities including but not limited to exercise, personal training, consultations, including any injuries and damages caused by the negligent act or omission of any of the persons or entities mentioned above.

Online PDF files may be printed out for personal use, and Video files may be viewed, but are not to be distributed to any other individuals other than the purchaser.

Online Video Communication between Trainer and Trainee may be recorded by Trainer for future reference.

I declare I have read understand and agree to the contents of this Personal Training Agreement in its entirety. I understand that the Assumption of Risk, Waiver of Liability, and Training Policies and Procedures are intended to be broad and inclusive, and agree that if any portion is held invalid, the remainder will continue in full force and effect.

Nicholas Parmigiano

Founder of KB Fitness, LLC

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