

Barbells & Blueberries, LLC is not a licensed medical doctor and advice given should not be taken as such. Barbells & Blueberries, LLC is not liable for any medical consequences. Privacy is strictly guaranteed.

TERMS & CONDITIONS OF USE

By using this website, you agree to the following Terms and Conditions. Please read them carefully before using this website.

General Provisions: This website is owned and operated by Barbells & Blueberries, LLC, a Florida company. Our principal place of business is located at 315 Elizabeth St. Key West, FL 33040. You must be at least sixteen years of age to use our website. Use of this website is at your own risk. We host our site on a reputable platform and take reasonable efforts to maintain and host the site. However, we make no explicit representations or warranties as to the safety or your individual use of the website. The Terms and Conditions contained on this page is subject to change at any time.

Intellectual Property Notice: All images, text, designs, graphics, trademarks, and service marks are owned by and property of Barbells & Blueberries, LLC or the properly attributed party. It is a violation of federal law to use any of our intellectual property in whole or in part, and modification of any materials contained on this site is illegal and may be prosecuted to the fullest extent permissible should we choose to do so, including asking for financial penalties (damages) and/or an injunction forcing you to stop using our intellectual property immediately. You may use our intellectual property with clear and obvious credit back to our site, as well links back to the page where the materials, designs, images, text, quote or post is located when it is appropriate to do so. However, you may never claim any of our intellectual property as your own or your unique creation, even with attribution.

Security: It is your responsibility to secure your username and password from theft or any other means of unauthorized use that would violate these Terms and Conditions of Use. We do not store any whole credit card numbers or payment information, and instead, these are processed through third party processors such as Wix Payments, PayPal, Venmo, and CashApp. By utilizing these payment processors to gain access to the services, you indemnify us and instead assume any and all risk or liability for the security of the payment details and agree to be bound by the third party payment processor's applicable terms and conditions of use.

Assumption of Risk: By accessing our services and/or related materials, whether paid or unpaid, you assume all the risk of your access and any subsequent actions you choose to take as a result of the influence, information or educational materials provided to you.

Your Communications: Any communications made through our 'contact,' blog, blog comments, newsletter sign up or other related pages, or directly to our phones or mailing or email addresses is not held privileged or confidential and is subject to viewing and distribution by third parties. We own any and all communications displayed on our website, servers, comments, emails, or other media as allowed by United States law and will not give credit or pay royalties for unsolicited user-generated content such as blog comments or emails. For more information on when and how we store and use your communications or any data provided by you in those communications, please refer to our Privacy Policy. We maintain a right to republish any submission in whole or in part as reasonably necessary in the course of our business. You agree not to submit any content or communications that could be illegal or serve an unlawful purpose, including, but not limited to communications

that are potentially libelous or maliciously false, obscene, abusive, negligent, or otherwise harmful or inappropriate.

Disclaimers: Our website and related materials are provided for educational and informational use only. You agree to indemnify and hold harmless our website and company for any direct or indirect loss or conduct incurred as a result of your use of our website and any related communications, including as a result of any consequences incurred from technological failures such as a payment processor error(s) or system failure(s).

While we may reference certain results, outcomes or situations on this website, you understand and acknowledge that we make no guarantee as to the accuracy of third party statements contained herein or the likelihood of success for you as a result of these statements or any other statements anywhere on this website. If you have medical, legal or financial questions, you should consult a medical professional, lawyer or CPA and/or CFP respectively. We expressly disclaim any and all responsibility for any actions or omissions you choose to make as a result of using this website, related materials, products, courses, or the materials contained herein.

This website is updated on a regular basis and while we try to make accurate statements in a timely and effective manner, we cannot guarantee that all materials and related media contained herein are entirely accurate, complete, or up to date. You expressly acknowledge and understand that any information or knowledge you gain as a result of using this website is used at your own risk. If you should see any errors or omissions and would like to let us know, please email us at melanie@barbellsandblueberries.com.

Earnings Disclaimer: You agree that you understand individual outcomes will vary. Case studies or testimonials are not indicative of typical results. Each individual approaches our services with different backgrounds, disposable income levels, motivation and other factors that are outside of our control. Therefore, we cannot guarantee your success merely upon access or purchase of our services or related material(s).

General Disclaimer: To the fullest extent permitted by law, we expressly exclude any liability for any direct, indirect or consequential loss or damage incurred by you or others in connection with our services, including without limitation any liability for any accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, physical, mental, emotional, or spiritual injury or harm, loss of income or revenue, loss of business, loss of profits or contracts, anticipated savings, loss of data, loss of goodwill, wasted time and for any other loss or damage of any kind, however and whether caused by negligence, breach of contract, or otherwise, even if foreseeable. We are not medical, legal, financial, or other professionals, or if we are, during the course of this service and related material(s), We are not offering our professional services and you expressly agree we are not acting in any professional capacity, including medical, legal, financial, or otherwise during the course of this service. Our service is for educational and entertainment purposes only. None of the services or its related material(s) should be construed as medical, legal, financial advice.

Third Party Disclaimer: You acknowledge and agree that we are not liable for any defamatory, offensive, or illegal conduct of any other participant or user, including You.

Warranties Disclaimer: We make no warranties as to our programs, products, services, or program materials. you agree that programs, products, services, or program materials are provided “as is” and without warranties of any kind either express or implied. to the fullest extent permissible pursuant to applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the programs, products, services, or program materials will be functional, uninterrupted, correct, complete, appropriate, or error-free, that defects will be corrected, or that any part of the

website, content are free of viruses or other harmful components. We do not warrant or make any representations regarding the use or the results of the use of our program, product or services materials or on third-party websites in terms of their correctness, accuracy, timeliness, reliability or otherwise.

Errors and Omissions: We make no warranty or guarantee as to the accuracy, timeliness, performance, completeness, or suitability of the information in our services. We are not liable for any inaccuracies, errors or reliance on personal opinions contained in our services or related material(s).

Indemnification: You agree at all times to indemnify and hold harmless Barbells & Blueberries, LLC, as well as any of our affiliates, agents, contractors, officers, directors, shareholders, employees, joint venture partners, successors, transferees, assignees, and licensees, as applicable, from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to our services.

Limitation of Liability: We will not be held responsible or liable in any way for the information, products, or materials that you request or receive through or in relation to our services. We do not assume liability for any third party conduct, accidents, delays, harm or other detrimental or negative outcomes as a result of your access of our services and related material(s)

Affiliates: This site may use affiliate links to sell certain products or services. We disclaim any and all liability as a result of your purchase through one of these links. We will use reasonable efforts to notify you when and where we have placed affiliate links in addition to this disclaimer located in these Terms & Conditions. You accept express liability for any and all consequences or benefits of clicking the affiliate links contained on this website or related communications.

Termination: If at any time we feel you have violated these Terms and Conditions, then we shall immediately terminate your use of our website and any related communications as we deem appropriate. It is within our sole discretion to allow any user's access of our website, and we may revoke this access at any time without notice, and if necessary, block your IP address from further visits to our site(s).

Refund Policy: Due to the nature of the services and/or products provided, it is understood that there are no refunds for any private coaching, including personal training, which includes but is not limited to a la carte sessions, bundled sessions, 1 month and 3 month plans unless otherwise specified in writing. The only circumstances for which refunds will be provided is if the coach determines that the status of the client's medical or mental health is above scope of practice and requires a referral to a specialist. Upon these circumstances, any unused time or sessions will be fully refunded. These refunds and any requests for exceptions to this policy will be determined on a case by case basis.

By agreeing to Barbells & Blueberries, LLC's Terms and Conditions, you understand that you are obligated to pay any coaching fee(s) and recurring service(s) fees agreed upon in writing or via transactional agreement between you and Barbells & Blueberries, LLC.

Cancellation Policy: It is important that you give sufficient notice when you need to cancel or reschedule an appointment. If you need to cancel or reschedule, please contact Melanie Morgan at least 24 hours in advance of your appointment to avoid any "late cancellation" or "no-show" fees. If you fail to cancel within 24 hours of scheduled appointment, and you are paying per session, you will be charged a "late cancellation" fee at the listed rate of the session. If you have purchased a plan that includes multiple sessions, such as the personal training plans or the life coaching bundle, or a 1 month or 3 month plan, you will be charged

a \$50 “late cancellation” fee, and the session will be deducted from the plan (waived for the first instance). All sessions or plans must be used within the allotted time frame (stated on plan) of your initial appointment.

If you are late for your session, it will still end at the scheduled time. The Coach might have another appointment immediately following your appointment, and tardiness may result in reductions to the normal length of the appointment. If you are more than 15 minutes late, it will be considered a “no-show”. If you are paying per session, you will be charged a “no-show” fee at the listed rate of the session. If you have purchased a plan that includes multiple sessions, such as the personal training plans or the life coaching bundle, or a 1 month or 3 month plan, you will be charged a \$50 “no-show” fee, and the session will be deducted from the plan (waived for the first instance).

I understand emergencies and last minute things come up. In cases of emergencies or unforeseen circumstances, exceptions to the cancellation policy may be considered upon submission of relevant documentation and will be determined on a case by case basis.

Coaching Services: Coaching is a service designed primarily used to help clients with goal achievements. It is different than therapy, and while at times coaching may sometimes include therapeutic techniques, it is NOT psychotherapy. If during the course of coaching we find that therapy would be more appropriate for you versus coaching, I would be happy to make that recommendation. Please let the Coach know if you are seeing a therapist concurrently with coaching. Coaching is not intended for medical, mental health, or legal problems. We do not prepare any reports for any insurance, employer, school, medical, government, or legal entity.

Scope of Practice: Barbells & Blueberries, LLC or its affiliates do not treat patients, prescribe diets or supplements to treat medical and clinical conditions, prescribe diets to treat symptoms of medical and clinical conditions; nor diagnose medical conditions.

Non-Disparagement: If you are found to be slandering, libeling or otherwise disparaging Barbells & Blueberries, LLC, services, or related materials at our discretion, you will be immediately removed from the services and any related communications. We reserve the right to file a civil claim of action against you for any such damaging actions you take that materially harm our company.

Duration of Agreement: This Agreement shall remain in effect indefinitely, unless terminated by either mutual agreement of Barbells & Blueberries, LLC and the Client, or by written thirty (30) days notice of intent to terminate the agreement sent to the other party by certified mail to the addresses provided at the time of execution of this agreement, as may be amended from time to time, or as required by law.

Entire Agreement: Before you register with our website or make any purchases therefrom, you will be asked to consent to our Privacy Policy. If you have consented, or once you do consent, the terms of the Privacy Policy together with these Terms and Conditions, the information contained herein constitutes the entire agreement between site users and our company relating to the use of this website.

Severability: If any part of these Terms and Conditions or our Privacy Policy is deemed unlawful and/or unenforceable, all other provisions contained herein will remain in full force and effect.

Law and Jurisdiction: These Terms, Conditions and Privacy Policy are governed by and construed in accordance with United States law. Any dispute arising out of or related to the

information contained herein is subject to adjudication in the state of Florida, the United States of America.

Consent: By using our website, you hereby consent to our Terms and Conditions of Use. If you require any more information or have any questions about our Terms and Conditions of website use, or our Privacy Policy, please feel free to contact us by email at melanie@barbellsandblueberries.com.

All Rights Reserved: All rights not expressly granted in these Terms and Conditions of Use or any express written here, are reserved by Company.

Contact: If you have any questions about any term of these Terms and Conditions of Use, please contact us at melanie@barbellsandblueberries.com. Thank You.