

## Terms and Conditions

### **Medical Disclaimer**

The website aktiv-health.com is strictly health and fitness coaching from online personal trainers Robert John and Mitch Belisle. All content, including text, graphics, images and information contained on or available through this website is for general information purposes only.

Please check with your local physician before starting any training and exercise routine. By utilizing services from aktiv-health.com, you agree and understand that all advice, tips and information you read are done so at the user's own risk. By utilizing services from aktiv-health.com, you understand that you should always consult your physician before beginning any exercise program. This general information is not intended to diagnose any medical condition or to replace your healthcare professional. Consult with your doctor to design an appropriate exercise prescription. If you experience any pain or difficulty with any exercises, discontinue immediately and consult your physician.

### **When to Contact Your Physician**

You should contact a physician if you experience any symptoms of weakness, unsteadiness, lightheadedness or dizziness, chest pain or pressure, nausea, or shortness of breath. Muscle soreness after exercise may be experienced after beginning a new exercise or program. Contact your physician if soreness does not cease after 4-5 days.

### **Coaching**

We are not responsible for anything that may happen while you work out or follow prescribed macronutrients. All sales are final — there are no refunds if you are not satisfied by the workout or any other service offered. The workouts and macronutrients given are designed for private use only, and shall not be published in any way. Due to our busy schedules, we will respond within 36 hours after your purchase. All macronutrient-based coaching is based on our experience; we have no specific qualification in dietary nutrition. By sending us an inquiry for coaching, you certify your acceptance and acknowledgement of these terms.

### **Privacy Policy**

This website, aktiv-health.com, respects your right to privacy and maintaining your privacy is very important to us. We will not sell your email address to anyone, and your personal identity will not be associated with the address. This privacy notice discloses the privacy practices for aktiv-health.com. This privacy notice applies solely to information collected by this website.

We are the sole owners of all information collected, used, and shared on the site. We only have access to information collected that you voluntarily give us via email or other direct contact from you. We will not sell or rent this information to anyone. We will use your information to respond to you, regarding the reason you contacted us. We will not share your information with any third party entity outside of our organization, other than as necessary to fulfill your request.

### **Changes to Terms of Service**

Prices for products, digital services, etc., or any kind of service offered on aktiv-health.com are subject to change without notice. We reserve the right at any time to modify or discontinue the service (or any part of content thereof) without notice at any time. We are not liable to you or to any third- party for any modification, price change, suspension or discontinuance of the service.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service.

### **Registration as a Client**

For the purposes of registration as a client with aktiv-health.com, you agree to: 1) provide true, accurate, current and complete information about yourself filled in a registration form, and; 2) maintain and promptly update the information you provide to keep it true, accurate, current and complete.

### **Intellectual Property Rights**

The content on the website, except all user submissions (as defined above), including without limitation, video, auditory (sounds), text, imagery, scripts, files, graphics, photos,

(defined as “content”) and the branding, trademarks, are owned by or licensed to aktiv-health.com, subject to copyright and other intellectual property rights.

Content on the website is provided to you for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of aktiv-health.com. We reserve all rights not expressly granted in and to the website and all content.

You agree to not engage in the use, copying, or distribution of any of the content other than expressly permitted herein, including any use, copying, or distribution of user submissions of third parties obtained through the website for any commercial purposes.

### **Returns and Refunds**

By registering as a client, you agree to pay for your entire coaching term in one lump sum. Absolutely no refunds will be made after your payment has cleared. Once this purchase is made, it is non-refundable and non-transferable. By placing this order, you indicate that you have read this refund policy and that you agree, and accept, the terms of this refund policy.