Small Gym Big Results® User Agreement

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This Agreement contains the complete and entire understanding and agreement and supersedes any previous communications, representations, or verbal or oral agreements related to Your use of the Services. Our Privacy Policy is incorporated into this User Agreement. Each provision of this User Agreement shall be construed separately and independently of each other. If any provision is deemed invalid, void or otherwise unenforceable, that provision shall be deemed severable from and shall not affect the enforceability of any of the other provisions of this Agreement. Sometimes additional terms apply to certain Services, in which case You also will be subject to the guidelines, terms and agreements applicable to that Service. If this Agreement is inconsistent with the terms for a particular Service, the terms for that Service will control. GBS may modify this Agreement or add additional terms any time in its discretion by posting changes on the Internet. These modifications are effective when We post them. You agree no other notice is required. You agree to regularly check the Website for updates to this Agreement, including checking these terms each time You log onto the Website. Your continued use of the Services following any changes to this Agreement constitutes Your acceptance of the changes. IF AT ANY TIME YOU DO NOT AGREE TO OUR GBS USER AGREEMENT OR INCORPORATED POLICIES OR TO OTHER TERMS OF SERVICE ON OUR WEBSITE, YOU MUST IMMEDIATELY CEASE USING OUR SERVICES.

GBS is the operator of the smallgymbigresults.com Website and Provider of the Services.
This Website is owned by Gym Builders, LLC and is hosted by Etison LLC d/b/a ClickFunnels

License Grant

In order for You to use Our Website, We give You certain limited rights. The content of Our Website is protected by United States and international laws, including intellectual property laws like copyright and trademark laws. Since We own or license the rights

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Prohibited Acts

Except as authorized in this Agreement, no copies of the Services (including the Website) or any part thereof may be made by or for You. You agree that You will not alter, publish, copy, cut, modify or transform the content, or any component of the content of this Website, in any form to any storage medium, known or unknown, for any purpose, except as authorized by Us in advance in writing. You agree not to make any commercial use of any Service or content without express written consent from GBS, including not collecting and/or using product or service information, descriptions, or prices, not creating any derivative use of any Service or content, not to download or copy instructor or customer information for the benefit of another merchant, and not to use robots, data mining, or similar data extraction or gathering tools. You agree not to use any meta tags or any other “hidden text” including or derived from Our copyrights, names or trademarks. You agree not to misuse the Services and only to use those Services as permitted by and in compliance with all applicable laws. All rights not expressly granted to You are reserved and retained by GBS and its licensors.

The license granted in this Agreement terminates automatically if You fail to comply with any term of this Agreement or the additional terms of any Service. GBS may deny You access or terminate this license if We reasonably believe that You are not abiding by the terms of this Agreement, or for any other reason in Our sole discretion. You may be legally responsible for trademark or copyright infringement if You fail to abide by the terms of this license.

GBS's Rights

You acknowledge and agree that all content associated with the Services is Our property, protected under copyright and trademark laws. You agree that all right, title, and interest in and to the Services and content, including associated intellectual property rights, are and shall remain with GBS and its licensors. You agree not to take any action inconsistent with Our rights and not to challenge them. If You believe Our content infringes Your copyright, please follow Our Copyright Complaint procedure.

Communications from You

You agree to provide current, complete and accurate purchase, delivery, and account information for any Services. You agree to promptly update Your account and other information, including Your email address and payment method details so that We can complete Your transactions and contact You as needed.

You may submit suggestions, ideas, comments, questions, information, reviews, photos and other content or communications to Us in connection with or separate from Your access to Our Website. In some cases, You may also add, post or provide content. In all cases, You agree not to provide or submit anything or use Our Website for any action, that is illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of “spam.” You agree not to use a false e-mail address, impersonate any person or entity, or otherwise mislead anyone in Your use of Our Website. You agree that We alone have discretion to determine what is objectionable.

If You do submit anything to Us or post any content, You grant Us a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable and transferable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display whatever You sent Us throughout the universe, perpetually, in any media, and without any obligation to compensate You in any form. You also grant Us and Our sublicensees or assigns the right to use Your name in connection with the content, at Our (or their) option. You represent and warrant that You own or otherwise control all of the rights to what You submit or post, that it is accurate, that it and its use does not violate this Agreement and will not cause injury to any other person or entity, and that You will indemnify and hold Us harmless for all claims and/or losses resulting from Your supplying Us that material (including for anything We do with it).

We take no responsibility and assume no liability for any content resulting or derived from Your submission or posts or those of any third party. Likewise, we do not monitor or maintain links or content provided by third parties (or even by us). If You click on a third party link or any content that takes You away from our Website or Our Service (whether or not we put the link there), You may be directed to that third party's site. We strongly advise You to review the Privacy Policy of every site You visit. We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services, including those we provide links to in Our Service and those posted by others. In all cases, You acknowledge and agree that We are not responsible for any content, including, user generated content, that purports to give advice, including fitness, medical, health, equipment use or installation, or other advice.

GBS reserves the right at its sole discretion, but has no obligation, to block or remove (in whole or part) any User Generated Content posted or transmitted by You and which GBS believes is not in accordance with these Terms and Conditions (including materials which infringe or may infringe third party intellectual property rights, rights of privacy or moral rights), or is otherwise unacceptable to GBS. GBS reserves the right, but has no obligation, to suspend or terminate user accounts or user IDs and to take technical and legal steps to prohibit access to the Website if we think that those users are creating problems, possible legal liabilities, or acting inconsistently with the letter or spirit of this User Agreement or our policies. GBS reserves the right to cancel unconfirmed user accounts.

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Liability Release

You release and hold harmless GBS and its affiliates and their owners, directors, successors, employees, assigns, licensees, and legal representatives from any liability concerning any indirect, special, punitive, lost profit, or consequential damages including on account of expenditures, investments, leases or commitments made by You, lost revenue, profits, lost data and the like arising out of or in connection with the Services, whether for breach of warranty or any obligation arising therefrom or otherwise, whether liability is asserted in contract or tort (including negligence and strict product liability), and irrespective of whether the You have advised or been advised of the possibility of such losses or damages. Nor will GBS be liable to You for any accident, injury, illness, death, loss, damage to person or property, economic loss, or other consequences suffered by You arising or resulting directly or indirectly from Your use of the Services, Your purchase and use of GBS products, Your participation in recreational or fitness activities, and Your use of the License under this Agreement. You acknowledge and agree that the Services simply include general information and are not a substitute for medical, healthcare, financial or legal advice. You should seek the advice of a physician or other qualified healthcare professional if You experience any condition (medical or otherwise) in connection with the Services, products or activities or that may cause injury or health issues, and generally before beginning these or any other exercise or recreational activities. We assume no responsibility for any consequence relating directly or indirectly to any act or omission a coach or other third party may take based on the Services, products, or activities, or the information, services, or other content provided on Our Website or elsewhere.

No Guarantee of Correctness – No Advice

The content has been prepared and/or obtained for education and entertainment purposes only and is not intended to provide legal, medical, tax, professional, or other advice. You acknowledge that GBS and its affiliates and their owners, directors, successors, employees, assigns, licensees, and legal representatives do not promise or guarantee that the content is correct, complete, or up to date.

Product Manuals and Instructions

You agree to not use our products until You have read and understood the product manual (and any updates) which may be provided on our Website or otherwise in the Services.

Accessibility Statement

Gym Builders, LLC is committed to making Our website's content accessible and user friendly to everyone. If You are having difficulty viewing or navigating the content on this website, or notice any content, feature, or functionality that You believe is not fully accessible to people with disabilities, please call Our Customer Service team at 310-591-0537 or email our team at legal@gymbuilders.com with “Disabled Access” in the subject line and provide a description of the specific feature You feel is not fully accessible or a suggestion for improvement. We take Your feedback seriously and will consider it as we evaluate ways to accommodate all of Our customers and Our overall accessibility policies. Additionally, while We do not control such vendors, We strongly encourage vendors of third-party digital content to provide content that is accessible and user friendly.

Third Party Intellectual Property

The content or Our Website may include third party intellectual property, whether informational, comparative, or with permission. Just because we do this does not mean that You can, or that You should. We undertake our own assessments respecting our content, just as You should. You agree that We do not have any liability for infringement of anyone else’s intellectual property rights if You replicate any use of third-party intellectual property in the Services and You agree to indemnify us (including for reasonable attorneys’ fees) if Your use of anyone else’s intellectual property rights results in Us getting accused of violating that person’s rights.

No Conflict

You warrant and represent that Your performance under this Agreement and use of the Services and products will comply with all applicable laws, rules, regulations, including teaching, training, advertising, marketing, electronic communication, solicitation, mobile device communication, telephone, fax, privacy, collection, and intellectual property laws, and that Your use does not and will not conflict with any other obligations to third parties that You have or undertake in the future. If You violate this promise to Us, You agree indemnify and hold harmless GBS and its affiliates and their owners, directors, successors, employees, assigns, licensees, and legal representatives from any claims, damages, or expenses (including reasonable attorneys’ fees) that result from the conflict.

Indemnification; Investigation

You agree to hold harmless, indemnify, and defend GBS and its affiliates and their owners, directors, successors, employees, assigns, licensees, and legal representatives for any and all claims, damages, costs, or expenses (including reasonable attorneys' fees) that arise directly or indirectly from (a) Your breach of this Agreement or the incorporated Privacy Policy or Intellectual Property Agreement, (b) Your activities related to Our Website or Your related activities, (c) anything You submit to Us or post on Our Website, and (d) Your use of the Services or products in a way that is not consistent with any instruction provided by Us (including in product manuals). You acknowledge and agree that We may investigate violations of this Agreement (including gathering information in response to complaints by or about You) and authorize Us to cooperate with law enforcement, system administrators, third party service providers, or other third parties to investigate violations or enforce this Agreement. You agree to waive and release GBS or anyone acting for it from any claims that result from the investigation or enforcement of this Agreement.

Disputes; Applicable Law; Notices

Any dispute or claim relating in any way to Your use of any of the Services, access to the content on Our Website, or concerning any products or services sold or distributed by GBS or through smallgymbigresults.com will be resolved by individual (non-class) binding arbitration, rather than in court. The Federal Arbitration Act and federal arbitration law, and the laws of the State of Florida without regard to conflicts of laws principles, apply to this Agreement. You agree that the arbitration will be conducted in Broward County, Florida.

To begin an arbitration proceeding, You must send a letter requesting arbitration and describing Your claim to the attention of Our legal department at the address in this Agreement. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes (if applicable). The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. AAA rules govern payment of all filing, administration and arbitrator fees. You agree to pay half of the arbitration costs no matter what.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, We each waive any right to a jury trial. We also both agree that You or We may bring suit in court to enjoin infringement or other misuse of intellectual property rights. To be clear:

YOU AGREE TO WAIVE YOUR RIGHT TO A JURY TRIAL.

YOU WAIVE YOUR RIGHTS TO ANY DEFENSE BASED ON PERSONAL JURISDICTION, VENUE OR AN INCONVENIENT FORUM.

YOU AGREE NOT TO SERVE AS A REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO BE A MEMBER OF A CLASS, IN ANY ACTION INVOLVING ANY DISPUTE WITH US.

Whenever You give Us any notice, it must be in writing to the attention of Gym Builders, LLC's Legal Department at Our address in this Agreement. We must actually receive Your notice and You must have tracking information to prove We did. Whenever We give You any notice, We may email You or send You notice at any address where You are or may be found or that You provide Us when You use Our Website. Our notice is effective upon emailing (absent undeliverable return message), three (3) days after mailing in the same country, and seven (7) days after mailing internationally. Email is NOT sufficient for legal notices, but email to the address here at the time You dispatch the notice IS required for Your notice to be effective.

ADDRESS
Gym Builders, LLC
4301 Sepulveda Boulevard
Culver City, California 90230
Mandatory Email at Time of Dispatch of Notice: legal@gymbuilders.com

Force Majeure
Sometimes unforeseen events may delay our providing of the Services, like extreme weather, internal or vendor-related delays, acts of god, government regulations or actions, pandemic and so forth, shipments or Service availability may be delayed or compromised. You agree that We are not liable for anything that results from these things that are outside Our control or not a result of Our intentional acts or omissions.

Product Descriptions
We try to be as accurate as possible in Our product descriptions, but We do not warrant that product descriptions or other content of any of the Services are accurate, complete, reliable, current, or error-free. If a product offered by Us itself is not as described, Your sole remedy is to return it in unused condition, and You waive any other rights and remedies.

30 Day Money Back Guarantee
We offer a 30 day money back guarantee on Your purchases from Us upon written request.