TERMS & CONDITIONS

Fitness Habit Coaching LLC
Last Updated: 12/21/2025

1. Acceptance of Terms

By accessing, browsing, or using this website, services, programs, applications, or content provided by **Fitness Habit Coaching LLC** ("Company," "we," "us," or "our"), you agree to be bound by these Terms and Conditions.

If you do not agree to these Terms, you may not access or use our services.

These Terms apply to all visitors, users, clients, and others who access or use our services.

2. Description of Services

Fitness Habit Coaching LLC provides **online fitness coaching, habit-based health coaching, exercise programming, education, and related support services**, which may include but are not limited to:

- 1:1 online coaching
- Individualized fitness programming
- Fitness evaluations
- Coaching calls and check-ins
- Messaging support
- App-based program delivery (Everfit or similar platforms)

We reserve the right to modify, suspend, or discontinue any part of our services at any time, with or without notice.

3. Eligibility & User Accounts

To access certain services, you may be required to create an account or provide personal information.
You agree that:

- You are responsible for maintaining the confidentiality of your account login information
- You accept responsibility for all activities that occur under your account
- You will provide accurate, current, and complete information

We reserve the right to suspend or terminate accounts that violate these Terms.

4. Health Disclaimer & Assumption of Risk

You acknowledge and agree that:

- Fitness Habit Coaching LLC does **not** provide medical advice
- Coaching services are **not a substitute for medical care, diagnosis, or treatment**
- You are responsible for consulting your physician or qualified healthcare provider before beginning any fitness or health program

You voluntarily assume **all risks** associated with participation in coaching services, including but not limited to physical injury, illness, or adverse outcomes.

5. User Conduct

You agree not to use our services in any way that is unlawful, abusive, or harmful.
You agree not to:

- Harass, threaten, or harm other users
- Violate the rights of third parties
- Interfere with or disrupt the services or systems
- Attempt to copy, share, sell, or distribute proprietary materials
- Use services for unauthorized commercial solicitation

Violation of these rules may result in termination of access without refund.

6. Payments, Fees & No Refund Policy

All prices, payment terms, and billing schedules are disclosed at the point of purchase or within your signed coaching agreement.
By purchasing services, you agree that:

- Payments are due as agreed and are **non-refundable**
- Failure to pay may result in suspension or termination of services
- Late payments may incur additional fees as outlined in your contract

7. Intellectual Property

All content, materials, programs, documents, videos, graphics, text, logos, and software provided by Fitness Habit Coaching LLC are the exclusive property of the Company and protected by copyright, trademark, and intellectual property laws.
You may not:

- Copy, reproduce, distribute, or share materials
- Sell or sublicense content
- Provide materials to third parties

Access is granted for **personal use only**, unless otherwise stated in writing.

8. Confidentiality

We respect your privacy and confidentiality. All personal information shared within coaching is handled in accordance with applicable privacy laws.
However, we reserve the right to disclose information when necessary to prevent serious harm to you or others, or when legally required.

9. Limitation of Liability

To the fullest extent permitted by law, **Fitness Habit Coaching LLC shall not be liable for any direct, indirect, incidental, special, or consequential damages** arising from or related to the use of our services, website, or content.
Maximum liability, if any, shall not exceed the total amount paid for services.

10. Indemnification

You agree to indemnify and hold harmless Fitness Habit Coaching LLC, its owners, affiliates, contractors, employees, and agents from any claims, liabilities, damages, losses, or expenses arising out of your use of the services or violation of these Terms.

11. Results Disclaimer

We do not guarantee specific outcomes, results, or health changes. Results vary based on individual factors, effort, consistency, and personal circumstances.
You accept full responsibility for your results.

12. Termination

We reserve the right to terminate or suspend access to services at our sole discretion for violations of these Terms or misuse of services.
Termination does not relieve you of outstanding payment obligations.

13. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the **State of California**, without regard to conflict of law principles.

14. Changes to These Terms

We reserve the right to update or modify these Terms at any time. Continued use of the services after changes are posted constitutes acceptance of the revised Terms.

15. Contact Information

For questions regarding these Terms, contact:

Fitness Habit Coaching LLC
📧 courtney@fitnesshabitcoaching.com