

LARISSA NICOLE FITNESS

Privacy Policy

WEBSITE PRIVACY POLICY

This Privacy Policy was last modified on May 1, 2020.

In these terms and conditions, “We/us/our/[d/b/a]” means Larissa Nicole Fitness. Larissa Nicole Fitness (the “Company”) is committed to protecting your privacy and providing a safe online experience for all visitors while offering a high-quality user experience. This website (the “Website”) is owned and operated by Larissa Nicole Fitness. By using it, you agree to the terms of this Privacy Policy. We know that you care about how the information you provide to us is used and shared. We have developed this Privacy Policy to inform you of our policies regarding the collection, use, and disclosure of Information we receive from users of this Website.

INFORMATION WE COLLECT

You can visit this Website, read materials, and browse the Website’s contents without giving us any personal information. In order to provide you with the most efficient and enhanced personalized service and attention, and to accommodate certain requests which you make, we request information about you in certain circumstances and collect certain information automatically. We may collect and/or receive the following types of information from you:

INFORMATION PROVIDED VOLUNTARILY

PERSONAL INFORMATION: You may be asked to provide personal information including your name, address, email address and phone number when you sign up for any of our newsletters, respond to a survey, book a session, or purchase a product or service. Visitors are not required to provide this information and we do not collect any personal information from Visitors who simply visit the Website unless they provide such information voluntarily by registering at our Website or signing up for information. This information is collectively called “Personal Information.”

ORDER & BILLING INFORMATION: If you place an order or purchase a product through our Website, we track certain information about the products and services you purchase. This is called the Order Information. At checkout, you may also be required to provide additional information including a debit or credit card or other payment information, expiration dates, card security codes, your billing address or similar information (collectively called the Billing Information). This information is provided to us, and it will also be collected and processed by third-party payment vendors pursuant to the terms and conditions of their privacy policies and

terms of use. This information is used for billing purposes and to fill your orders. If we have trouble processing an order, we'll use this information to contact you.

INFORMATION COLLECTED AUTOMATICALLY:

In addition to the information described above, we may collect other information as follows:

FROM YOUR ACTIVITY (LOG DATA): Information may be collected based on your use of the Website, including, without limitation: – Internet Protocol (“IP”) addresses, which may consist of a static or dynamic IP address and will sometimes point to a specific identifiable computer or device; browser type, version and language; referring and exit pages and URLs; date and time; the pages of our Website that you visit; the time spent on those pages, and other statistics; – Information about your device, device type, universally unique identifiers (“UUID”), advertising identifier (“IDFA”), operating system and version, carrier and country location, hardware and processor information, network type, and similar data.

FROM COOKIES: Our website may use cookies in order to deliver a better experience for you. Cookies are files with small amounts of data that a website stores on your computer’s or mobile device’s hard drive so that certain information about your visit and web-browsing preferences will be recognized upon a return visit. Cookies serve functions such as “remembering” login names and passwords, or enabling or saving shopping cart contents. We may use both session cookies (which expire once you close your web browser) and persistent cookies (which stay on your computer until you delete them) to help us improve the experience you have with our Website. Most web browsers have a function that allows you to delete existing cookies on your device or you can set your browser options to that your device does not receive or accept cookies. However, doing this may interfere with your ability to use this Website.

FROM THIRD PARTY ANALYTICS: We use third-party analytics services (such as Google Analytics) to evaluate and aggregate visitor data. These services help us evaluate Visitors’ use of the Website, including time spent on certain pages, which areas of the Website receive the most traffic, how often visitors visit pages within the Website, and also provide general geographic location about visitors, the source of referred traffic (from other websites, vs search engines, etc). These third party analytic services use cookies and other technologies to help analyze and provide us the data. By visiting and using the Website, you consent to the collection and review of data about you by these analytics providers in the manner and for the purposes set out in this Privacy Policy. For more information on Google Analytics, including how to opt out from certain data collection, please visit <https://www.google.com/analytics>. If you opt out of any service, you may not enjoy the full functionality of the Website.

FROM THIRD PARTIES: We may also collect or receive information from third parties, such as Facebook and/or other third-party social media sites.

WE MAY PROCESS THE FOLLOWING CATEGORIES OF PERSONAL DATA ABOUT YOU:

- Communication Data that includes any communication that you send to us whether that be through the contact form on our website, through email, text, social media messaging, social media posting or any other communication that you send us. We process this data for the purposes of communicating with you, for record-keeping and for the establishment, pursuance or defence of legal claims. Our lawful ground for this processing is our legitimate interests which in this case are to reply to communications sent to us, to keep records and to establish, pursue or defend legal claims.
- Customer Data that includes data relating to any purchases of goods and/or services such as your name, title, billing address, delivery address email address, phone number, contact details, purchase details and your card details. We process this data to supply the goods and/or services you have purchased and to keep records of such transactions. Our lawful ground for this processing is the performance of a contract between you and us and/or taking steps at your request to enter into such a contract.
- User Data that includes data about how you use our website and any online services together with any data that you post for publication on our website or through other online services. We process this data to operate our website and ensure relevant content is provided to you, to ensure the security of our website, to maintain backups of our website and/or databases and to enable publication and administration of our website, other online services and business. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business.
- Technical Data that includes data about your use of our website and online services such as your IP address, your login data, details about your browser, length of visit to pages on our website, page views and navigation paths, details about the number of times you use our website, time zone settings and other technology on the devices you use to access our website. The source of this data is from our analytics tracking system. We process this data to analyze your use of our website and other online services, to administer and protect our business and website, to deliver relevant website content and advertisements to you and to understand the effectiveness of our advertising. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business and to grow our business and to decide our marketing strategy.
- Marketing Data that includes data about your preferences in receiving marketing from us and our third parties and your communication preferences. We process this data to enable you to partake in our promotions such as sales offers, affiliate offers, free contests with give-aways, to deliver relevant website content and advertisements to you and measure or understand the effectiveness of this advertising. Our lawful ground for this processing is our legitimate interests which in this case are to study how customers

use our products/services, to develop them, to grow our business and to decide our marketing strategy.

- We may use Customer Data, User Data, Technical Data and Marketing Data to deliver relevant website content and advertisements to you (including Facebook adverts or other display advertisements) and to measure or understand the effectiveness of the advertising we serve you. Our lawful ground for this processing is legitimate interests which is to grow our business. We may also use such data to send other marketing communications to you. Our lawful ground for this processing is either consent or legitimate interests (namely to grow our business).

SENSITIVE DATA

We do not collect any Sensitive Data about you. Sensitive data refers to data that includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data. We do not collect any information about criminal convictions and offences.

MARKETING COMMUNICATIONS

Our lawful ground of processing your personal data to send you marketing communications is either your consent or our legitimate interests (namely to grow our business).

Under the Privacy and Electronic Communications Regulations, we may send you marketing communications from us if (i) you made a purchase or asked for information from us about our goods or services or (ii) you agreed to receive marketing communications and in each case you have not opted out of receiving such communications since. Under these regulations, if you are a limited company, we may send you marketing emails without your consent. However, you can still opt-out of receiving marketing emails from us at any time.

You can ask us or third parties to stop sending you marketing messages at any time simply by unsubscribing from emails via the unsubscribe button which can be found at the bottom of each email or by sending support@larissanicolefitness.com an email with your request to stop receiving emails.

If you opt-out of receiving marketing communications this opt-out does not apply to personal data provided as a result of other transactions, such as purchases, warranty registrations etc.

DISCLOSURE OF YOUR PERSONAL DATA:

We may have to share your personal data with the parties set out below:

- Service providers who provide IT and system administration services.
- Professional advisers including lawyers, bankers, auditors and insurers.
- Government bodies that require us to report processing activities.
- 3rd party technology platforms and advertisers that support the running and growth of Lori Kennedy Inc.

We require all third parties to whom we transfer your data to respect the security of your personal data and to treat it in accordance with the law. We only allow such third parties to process your personal data for specified purposes and in accordance with our instructions.

HOW WE USE & SHARE THE INFORMATION

We use the collected Information to evaluate and run a successful Website, fulfill your requests, respond to any problems that may arise, such as difficulties in navigating our Website or accessing certain features, and to gauge user trends. As in any transaction, when you purchase products, services, or programs, your credit card company will have all relevant information about the name of the vendor, item(s) purchased, date, total cost and other information necessary to process the transaction. We will not otherwise provide any personal data to your credit card company without your permission. We may also access or utilize information collected to provide our services, process orders, administer our programs, maintain and improve our Website and services to you, ask for your feedback, and to inform you about our products and services and those of our third-party marketing partners.

We may also utilize and share Information collected as required to process Customer Orders and provide the necessary support. We may share Information collected with joint venture partners, businesses under common control, third-party businesses or partners participating in administering our programs or services, or to those providing business functions such as technical support, customer service, marketing assistance, etc. These businesses will only have access to information as necessary to perform their functions and to the extent permitted by law. We may also analyze Order Information and other information in aggregate in order to improve our business products and services, and operate, maintain and manage the Website. Where necessary, we may share this aggregate data with our affiliates, agents and business partners. We may also disclose aggregated statistics in describing our products and services to current and prospective business partners and to other third parties for other lawful purposes.

Under certain circumstances, we may be obligated or compelled to disclose the Information: (i) when required by law, court order, or other government or law enforcement authority or regulatory agency; or (ii) whenever we believe that disclosing such Information is necessary or advisable to protect the rights, property, or safety of the Company or others.

If you have opted-in to receive our email newsletter, free challenges, or a free ebook, we will send you educational and marketing emails. If you would no longer like to receive promotional email from us, please refer to the “How can you opt-out, remove or modify information you have provided to us?” section below. If you have not opted-in to receive email newsletters, you will not receive these emails.

Visitors who register or participate in other site features such as marketing programs and ‘members-only’ content will be given a choice whether they would like to be on our email list and receive e-mail communications from us.

DATA SECURITY

We have put in place security measures to prevent your personal data from being accidentally lost, used, altered, disclosed, or accessed without authorization. We also allow access to your personal data only to those employees and partners who have a business need to know such data. They will only process your personal data on our instructions and they must keep it confidential.

We have procedures in place to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach if we are legally required to.

DATA RETENTION

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

When deciding what the correct time is to keep the data for we look at its amount, nature and sensitivity, potential risk of harm from unauthorized use or disclosure, the processing purposes, if these can be achieved by other means and legal requirements.

For tax purposes, the law requires us to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for seven years after they stop being customers.

In some circumstances, we may anonymize your personal data for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

SECURITY OF YOUR INFORMATION

We implement a variety of security measures to maintain the safety of your personal information. Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. When you place orders or access your personal information, we offer the use of a secure server. All sensitive/credit information you supply is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our databases to be only accessed as stated above.

The security of your Personal Information is important to us, but remember that no method of transmission over the Internet, or method of electronic storage, is 100% secure. While we incorporate standard industry practices internally and with our services providers, which we believe suits the degree of sensitivity of the information involved, we cannot guarantee its absolute security. Because we work with third-party businesses and vendors in various aspects of our business including operating this website, database management, website security, etc., we cannot guarantee the absolute security of our databases, nor can we guarantee that the Information you supply will not be intercepted while being transmitted to and from us over the

Internet. In particular, e-mail sent to or from the Website may not be secure, and you should therefore take special care in deciding what information you send to us via email.

DO WE DISCLOSE THE INFORMATION WE COLLECT TO OUTSIDE PARTIES?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information unless we provide you with advance notice, except as described below. It does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety.

However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

HOW CAN YOU OPT-OUT, REMOVE OR MODIFY INFORMATION YOU HAVE PROVIDED TO US?

To modify your email subscriptions, you can find an unsubscribe link at the bottom of each email. Please note that due to email production schedules you may receive any emails already in production. Please note that we may maintain information about an individual sales transaction in order to service that transaction and for record-keeping.

YOUR ACCESS TO AND CONTROL OVER INFORMATION

You may opt-out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our website:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

ONLINE PRIVACY POLICY

This privacy policy refers only to information collected through our websites and does not apply to information collected in person at events, coaching calls or social media.

EXTERNAL WEBSITES

We do not control and are not responsible for the privacy practices or content of third-party websites, including those of affiliates, business partners, sponsors, advertisers, or other websites to which we may link from time to time. When visiting any third-party websites, you are

responsible for reviewing the privacy policy and terms of use applicable to each site. They may be different than those that you see here.

CHANGES TO THIS PRIVACY POLICY

The Company may update this Privacy Policy from time to time as necessary to protect our users and to comply with a changing environment. We recommend that you check the Privacy Policy when you visit our Website to be sure that you are aware of and understand our current policy. We have no intentions of making any changes to our Privacy Policy and practices to make them less protective of personal information collected in the past. By accessing the Website and/or using our services after making any such changes to this Privacy Policy, you are deemed to have accepted such changes. Please be aware that, to the extent permitted by applicable law, our use of the Information is governed by the Privacy Policy in effect at the time we collect the information. You are advised to review this Privacy Policy periodically for any changes.

CONTACT US

If you have any questions about this Privacy Policy, please contact us at support@larissanicolefitness.com with "Privacy Policy" in the subject line.

Terms & Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE. All users of this site agree that access to and use of this site is subject to the following terms and conditions and other applicable law. If you do not agree to these terms and conditions, please do not use this site.

INTRODUCTION

This website is owned and operated by Larissa Nicole Fitness. By visiting our website and accessing the information, resources, services, products, and tools we provide, you understand and agree to accept and adhere to the following terms and conditions as stated in this policy (hereafter referred to as 'User Agreement'), along with the terms and conditions as stated in our Privacy Policy (please refer to the Privacy Policy section above for more information).

This agreement is in effect as of May 1, 2020.

We reserve the right to change this User Agreement from time to time without notice. You acknowledge and agree that it is your responsibility to review this User Agreement periodically to familiarize yourself with any modifications. Your continued use of this site after such

modifications will constitute acknowledgment and agreement of the modified terms and conditions. You must not use this Website if you have any objection to this User Agreement.

COPYRIGHT

The entire content included in this Website including but not limited to text, graphics or code is copyrighted as a collective work under the Canadian and other copyright laws, and is the property of Larissa Nicole Fitness. The collective work includes works that are licensed to Larissa Nicole Fitness, ALL RIGHTS RESERVED. Permission is granted to electronically copy and print hard copy portions of this Website for the sole purpose of following a recipe available on the Larissa Nicole Fitness blog, placing an order with Larissa Nicole Fitness, or purchasing products from Larissa Nicole Fitness.

You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download or print portions of the material from the different areas of the Website solely for your own non-commercial use. Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of this Website is strictly prohibited unless authorized by Larissa Nicole Fitness. You further agree not to change or delete any proprietary notices from materials downloaded from the Website.

FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY

The information provided in or through this Website is for educational and informational purposes only and solely as a self-help tool for your own use.

RESPONSIBLE USE & CONDUCT

By visiting our website and accessing the information, resources, services, products, and tools we provide for you, either directly or indirectly (hereafter referred to as 'Resources'), you agree to use these Resources only for the purposes intended as permitted by (a) the terms of this User Agreement, and (b) applicable laws, regulations and generally accepted online practices or guidelines.

Wherein, you understand that:

- a. In order to access our Resources, you may be required to provide certain information about yourself (such as identification, contact details, etc.) as part of the registration process, or as part of your ability to use the Resources. You agree that any information you provide will always be accurate, correct, and up to date.
- b. You are responsible for maintaining the confidentiality of any login information associated with any account you use to access our Resources. Accordingly, you are responsible for all activities that occur under your account/s.

c. Accessing (or attempting to access) any of our Resources by any means other than through the means we provide, is strictly prohibited. You specifically agree not to access (or attempt to access) any of our Resources through any automated, unethical or unconventional means.

d. Engaging in any activity that disrupts or interferes with our Resources, including the servers and/or networks to which our Resources are located or connected, is strictly prohibited.

e. Attempting to share, copy, duplicate, reproduce, sell, trade, or resell our Resources is strictly prohibited.

f. You are solely responsible any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you, as explained above, and may incur criminal or civil liability.

g. We may provide various open communication tools on our website, such as blog comments, blog posts, public chat, forums, message boards, newsgroups, product ratings and reviews, various social media services, etc. You understand that generally we do not pre-screen or monitor the content posted by users of these various communication tools, which means that if you choose to use these tools to submit any type of content to our website, then it is your personal responsibility to use these tools in a responsible and ethical manner. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that:

i. Is illegal, threatening, defamatory, abusive, harassing, degrading, intimidating, fraudulent, deceptive, invasive, racist, or contains any type of suggestive, inappropriate, or explicit language;

ii. Infringes on any trademark, patent, trade secret, copyright, or other proprietary rights of any party;

iii. Contains any type of unauthorized or unsolicited advertising;

iv. Impersonates any person or entity, including any LarissaNicoleFitness.com employees or representatives.

We have the right at our sole discretion to remove any content that, we feel in our judgment does not comply with this User Agreement, along with any content that we feel is otherwise offensive, harmful, objectionable, inaccurate, or violates any 3rd party copyrights or trademarks. We are not responsible for any delay or failure in removing such content. If you post content that we choose to remove, you hereby consent to such removal, and consent to waive any claim against us.

h. We do not assume any liability for any content posted by you or any other 3rd party users of our website. However, any content posted by you using any open communication tools on our website, provided that it doesn't violate or infringe on any 3rd party copyrights or trademarks, becomes the property of Larissa Nicole Fitness, and as such, gives us a perpetual, irrevocable,

worldwide, royalty-free, exclusive license to reproduce, modify, adapt, translate, publish, publicly display and/or distribute as we see fit. This only refers and applies to content posted via open communication tools as described, and does not refer to information that is provided as part of the registration process, necessary in order to use our Resources. All information provided as part of our registration process is covered by our privacy policy.

i. You hereby fully and completely hold harmless, indemnify and release Larissa Nicole Fitness and any of its agents, consultants, affiliates, team members, joint venture partners, employees, shareholders, directors, staff, team members, or anyone otherwise affiliated with the business from any and all causes of action, allegations, suits, claims, damages, or demands whatsoever, in law or equity, that may arise in the past, present or future that is in any way related to our Website.

HEALTH & WELLNESS DISCLAIMER

Physical exercise, in all of its forms and with or without the use of equipment such as weights, bands, straps or any other equipment that may be suggested by Larissa Nicole Fitness, is a strenuous physical activity. Accordingly, you are urged and advised to seek the advice of a physician before beginning any physical exercise regimen, routine, program or using any suggested equipment, shown in any of the video clips in all materials produced by Larissa Nicole Fitness. Larissa Nicole Fitness is not a medical organization and its instructors or staff cannot give you medical advice or diagnosis. Nothing contained in this Website should be construed as any form of such medical advice or diagnosis. All suggestions and comments relating to the use of equipment, movement, and instruction are not required to be performed by you and are carried out at your election while viewing Larissa Nicole Fitness videos.

By using larissanicolefitness.com you represent that you understand that physical exercise involves strenuous physical movement, and that such activity carries the risk of injury whether physical or mental. You understand that it is your responsibility to judge your physical and mental capabilities for such activities. It is your responsibility to ensure that by participating in any programs created by Larissa Nicole Fitness, you will not exceed your limits while performing such activity, and you will choose the appropriate level of difficulty for your skills and abilities, as well as for any mental or physical conditions and/or limitations you have. You understand that from time to time instructors may suggest physical adjustments or the use of equipment and it is your sole responsibility to determine if any such suggested adjustment or equipment is appropriate for your level of ability and physical and mental condition.

You expressly waive and release any claim that you may have at any time for injury of any kind against Larissa Nicole Fitness, or any person or entity involved with Larissa Nicole Fitness, including without limitation its directors, principals, instructors, independent contractors, employees, agents, contractors, affiliates, and representatives.

NO GUARANTEES

The purpose of Larissa Nicole Fitness is to support and assist you in reaching your own goals, but your success depends primarily on your own effort, motivation, commitment and follow-through. Larissa Nicole Fitness cannot predict and does not guarantee that you will attain a particular result, and you accept and understand that results differ for each individual. Each individual's results depend on his or her unique background, dedication, desire, motivation, actions, and numerous other factors. You fully agree that there are no guarantees as to the specific outcome or results you can expect from using the information you receive on or through this Website.

PRIVACY

Your privacy is very important to us, which is why we've created a separate Privacy Policy in order to explain in detail how we collect, manage, process, secure, and store your private information. Our privacy policy is included under the scope of this User Agreement.

LIMITATION OF WARRANTIES

By using our website, you understand and agree that all Resources we provide are "as is" and "as available". This means that we do not represent or warrant to you that:

- i. the use of our Resources will meet your needs or requirements.
- ii. the use of our Resources will be uninterrupted, timely, secure or free from errors.
- iii. the information obtained by using our Resources will be accurate or reliable, and
- iv. any defects in the operation or functionality of any Resources we provide will be repaired or corrected.

Furthermore, you understand and agree that:

- v) any content downloaded or otherwise obtained through the use of our Resources is done at your own discretion and risk, and that you are solely responsible for any damage to your computer or other devices for any loss of data that may result from the download of such content.
- vi) no information or advice, whether expressed, implied, oral or written, obtained by you from Larissa Nicole Fitness or through any Resources we provide shall create any warranty, guarantee, or conditions of any kind, except for those expressly outlined in this User Agreement.

LIMITATION OF LIABILITY

In conjunction with the Limitation of Warranties as explained above, you expressly understand and agree that any claim against us shall be limited to the amount you paid, if any, for use of products and/or services. Larissa Nicole Fitness will not be liable for any direct, indirect,

incidental, consequential or exemplary loss or damages which may be incurred by you as a result of using our Resources, or as a result of any changes, data loss or corruption, cancellation, loss of access, or downtime to the full extent that applicable limitation of liability laws apply.

TERMINATION OF USE

You agree that we may, at our sole discretion, suspend or terminate your access to all or part of our website and Resources with or without notice and for any reason, including, without limitation, breach of this User Agreement. Any suspected illegal, fraudulent or abusive activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities. Upon suspension or termination, your right to use the Resources we provide will immediately cease, and we reserve the right to remove or delete any information that you may have on file with us, including any account or login information.

ERRORS AND OMISSIONS

Although every effort is made to ensure the accuracy of information shared on or through this Website, the information may inadvertently contain inaccuracies or typographical errors. You agree that Larissa Nicole Fitness is not responsible for the views, opinions, or accuracy of facts referenced on or through the Website, or of those of any other individual or company affiliated with our business or Larissa Nicole in any way. Because scientific, technology and health practices are constantly evolving, you agree that Larissa Nicole Fitness is not responsible for the accuracy of our Website, or for any errors or omissions that may occur.

AFFILIATES

From time to time, we may promote, affiliate with, or partner with other individuals or businesses whose programs, products and services align with mine. There may be instances when we promote, market, share or sell programs, products or services for other partners and in exchange, we may receive financial compensation or other rewards. Larissa Nicole Fitness is highly selective and only promotes the partners whose programs, products and/or services we respect. At the same time, you agree that any such promotion or marketing does not serve as any form of endorsement whatsoever. You are still required to use your own judgment to determine that any such program, product or service is appropriate for you. You are assuming all risks, and you agree that Larissa Nicole Fitness is not liable in any way for any program, product or service that I may promote, market, share or sell on or through our Website.

COMPLAINTS

Larissa Nicole Fitness offers support to our clients and a complaints-handling procedure which we will use to try to resolve disputes when they first arise, with a solution that is mutually agreeable to both the client and Larissa Nicole Fitness. Please let us know if you have any complaints or comments at support@larissanicolefitness.com.

SEVERABILITY

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

GOVERNING LAW

This website is controlled by Larissa Nicole Fitness from our offices located in Ontario, Canada. It can be accessed by most countries around the world. As each country has laws that may differ from those of Ontario, by accessing our website, you agree that the statutes and laws of Ontario will apply to all matters relating to the use of this website and the purchase of any products or services through this site. Furthermore, any action to enforce this User Agreement shall be brought in the federal or state courts located in Ontario, Canada. You hereby agree to personal jurisdiction by such courts and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

GUARANTEE

UNLESS OTHERWISE EXPRESSED, LARISSA NICOLE FITNESS EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

CONTACT

If you have any questions about these terms as outlined above, please contact us at support@larissanicolefitness.com with "Terms & Conditions" in the subject line.

Program Policies & Procedures

Payment Procedure:

All clients are billed on a pre-pay basis. Payment must be made before the service is delivered or a coaching session is conducted. Only Interac e-Transfer, Stripe (credit card) and PayPal are accepted.

Guarantee/Refund Policy:

If after you have completed the first four weeks/modules, have participated in the weekly group coaching sessions, and have completed all of the necessary action tasks within each module

(including but not limited to completing your workouts on Trainerize, tracking your food intake on MyFitnessPal and filling out the weekly check-ins), and you still aren't happy with the program, then you may receive a refund on the portion of the unused program. If you would like to discuss receiving a partial refund, please email support@larissanicolefitness.com.

Program Access:

Upon completion of the Stronger Ever After program, as determined by your individual "end date", your access to the Trainerize platform (including access to your training programs) and the Stronger Ever After Facebook group (including access to the weekly group coaching sessions and ongoing support/accountability within the group) will be terminated.

All Stronger Ever After program modules available on the Members-Only platform (including all downloadable materials provided to you) will remain available to you to use on an ongoing basis - beyond the "end date" of the program itself.

If you are in need of a program extension in the event of extenuating circumstances, please send an email to support@larissanicolefitness.com. All extension requests will be handled on a case-by-case basis. Supporting materials may be requested, such as a doctor's note.

Late/No-Show Policy:

Individuals registering for the Stronger Ever After program must attend the allotted weekly coaching sessions each week. You will not be able to collect any missed time in the event of a missed coaching session; however, the video replays will be available to you within the Stronger Ever After Facebook group.

Clients are responsible for being on-time for their 1:1 coaching sessions. A late start time does not entitle a client to a session longer than the scheduled appointment. Your coach will call you at the pre-arranged time, and if no answer is given, the coach will try again one time at 5 minutes past the scheduled coaching time. If the coach still receives no answer, the session may be lost.

If you are late or unable to attend your session in the event of extenuating circumstances, please send an email to support@larissanicolefitness.com with an appropriate explanation. Each no-show will be handled on a case-by-case basis and may result in a re-scheduled appointment. Supporting materials may be requested, such as a doctor's note.

Cancellation Policy:

In the event of a cancellation, clients are asked to notify the coach 24 hours in advance of the scheduled coaching session. Failure to contact your coach will result in a session loss. Exceptions will only be made in the case of a medical emergency accompanied by a doctor's note.

Program Termination:

Termination of Stronger Ever After program access may occur at the discretion of the coach when an impasse is reached with the client. As long as the client adheres to the policies detailed in this Agreement and the coach adheres to professional practices and standards, the relationship will continue. The goal is to better your fitness and health so all efforts will be made towards that end.

Examples of terminable offences:

- **Lack of payment:** The client will be given a three-day deadline in the event of a declined payment in order to be brought up to date. After three days, if the client cannot meet the payment requirements, all program access - including to the Members-Only site - will be terminated.
- **Lack of adherence to the Agreement:** Any breach of this agreement will lead to a termination of all program access - including, but not limited to the Members-Only site.

Office Hours/Customer Service:

Customer service requests (including any program inquiries, questions, updates and personal check-ins) are dealt via email only. For any billing or customer support requests, please send an email to larissa@larissanicolefitness.com. Our office hours are between the hours of 9am - 5pm on Monday - Friday; however, response times vary. Please allow one (1) business day for all email correspondence.

Complaints:

Larissa Nicole Fitness offers support to our clients and a complaints-handling procedure which we will use to try to resolve disputes when they first arise, with a solution that is mutually agreeable to both the client and Larissa Nicole Fitness. Please let us know if you have any complaints or comments at support@larissanicolefitness.com.