

Last Revised Feb 26, 2021

RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

OVERVIEW

This website is operated by Strong Friends Club. Throughout the site, the terms “we”, “us” and “our” refer to Strong Friends Club. Strong Friends Club offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on Wix.com with Stripe. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

1. ACTIVITY AND ASSOCIATED RISKS: I, the undersigned, have chosen to participate in a STRONG FRIENDS CLUB Strength/Fitness Program and/or Nutrition Program (“the Program”), which is provided by STRONG FRIENDS CLUB LLC (“SFC”), and I understand and acknowledge that:

a. the Program is a physical activity, and I may be exposed to dangers and inherent risks (that cannot be eliminated regardless of the care taken to avoid injuries) including but not limited to overexertion, minor injuries such as scrapes, bruises, sprains and strains, more

serious injuries such as joint, muscle and bone injuries, concussions and other head injuries, and catastrophic injuries and conditions such as heart attacks and other injuries or conditions which could be fatal;

b. that I am in good health and physically fit to enter into a training program which involves the use of weights, dumbbells, barbells and other strength training equipment;

c. THE PROGRAM, ANY COMPONENT OF THE PROGRAM, OR ANY CORRESPONDENCE WITH SFC IS **NOT MEDICAL ADVICE NOR IS IT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT.** ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION OR YOUR FITNESS TO PARTICIPATE IN A PHYSICAL ACTIVITY.

In consideration of the permission to participate in the Program, I agree to the terms below:

2. ASSUMPTION OF THE RISKS: I hereby freely assume the above-mentioned risks as well as other risks not listed that are part of the Program, and any harm, injury or loss that may occur to me as a result of my participation in the Program. I also understand that any equipment used is used at my own risk.

3. ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

4. RELEASE OF LIABILITY: I hereby release SFC, its employees, agents, officers, and contractors FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occur to me during the Program or in any way related to the Program. This RELEASE does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that California law does not permit to be excluded by agreement. I also agree NOT TO SUE or make a claim

against the Released Parties for death, injuries, loss or harm that occur during the Program or are related in any way to the Program.

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall STRONG FRIENDS CLUB, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

5. INDEMNIFICATION HOLD HARMLESS AND DEFENSE: I promise to **INDEMNIFY, HOLD HARMLESS AND DEFEND** the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this agreement applies, including claims for their own negligence. I also promise to **INDEMNIFY, HOLD HARMLESS AND DEFEND** the Released Parties against all claims for my own negligence, and any other claim arising from my conduct during the Program. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney's fees, that they incur because of any such claims made against them. I agree that

in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

6. AGREEMENT TO FOLLOW DIRECTIONS: I agree to follow the instructions as provided by SFC regarding the performance of and execution of the Program.

Furthermore, I agree that the Program provided is for my personal use and shall not be shared with anyone.

7. USE OF MY LIKENESS: I understand that during the Program I may be asked to submit photos or videos of myself performing prescribed exercises. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of me or use of my name in connection with such likeness, and I grant to SFC and its assigns permission to copyright, use, and publish (including by electronic means) such likeness of me, whether in whole or in part, in any form, without restrictions, and for any purpose. In the event that I DO NOT wish for my likeness to be used by SFC for any purpose, I will OPT-OUT by providing clear written notice at the beginning of the Program to the following email address: coach@strongfriendsclub.co.uk.

8. SEVERABILITY: I agree that the purpose of this agreement is that it shall be an enforceable

9. RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as permitted by California law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of this agreement.

10. GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of 37 Rosyth Road, Glasgow, Glasgow, GLG, G5 0YD, United Kingdom.

11. TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

1-on-1 Online Coaching (Strong Squad)

We have a 3-month minimum duration for our 1-on-1 Online Coaching offering. Unlike other coaching systems designed to completely overhaul your diet or focus strictly on meeting specific calorie numbers, our coaching is designed entirely around meeting each client where they're at and building lasting, sustainable habits on an incremental, week-by-week basis, along with a tailored gym program to suit your specific goals.

By committing to a minimum 3-month term, we can ensure that you and your coach have enough time to drive progress, create new habits, and dial in on the best individual strategy and approach to reach your personal goals. After your 3-month term has been met (and your third monthly recurring billing has been processed), your subscription transitions to a month-to-month basis, and may be cancelled at any time before your next billing date. As all months are pre-paid, you will continue to have access after submitting your cancellation until your first missed or cancelled recurring subscription date.

12. REFUND POLICY

Good coaching, sustainable changes, and meaningful results all take time. We at STRONG FRIENDS CLUB understand that putting your goals in a coach's hands is a big responsibility, and one we do not take lightly. In our commitment to delivering the best for our clients, we are proud to put our money where our mouth is, and offer a 100% money back refund policy on our 1-on-1 Online Coaching Service. This refund will apply only to the minimum 3-month term commitment. Stick with our coaching for your initial minimum commitment block, consistently make your weekly check-ins, actively practice suggestions, complete tasks as assigned, and provide information as requested by your coach. If you fulfill those requirements and do not make any measurable progress in your nutrition, performance, or body composition goals, we will refund you 100% on what you've invested into the 1-on-1 Online Coaching program. Measurable may refer (but not be limited to): changes in scale weight, changes in body fat, changes in body composition, improvements in training, differences in photo check-ins, and more.

Our 1-on-1 Online Coaching Refund Policy is subject to the following conditions:

- a. Client maintains active subscription for 3 month initial minimum commitment set up.
- b. Client consistently meets weekly check-ins as scheduled for at least 90% of the 3-month period.
- c. Client actively incorporates coach suggestions into weekly practice, as evidenced by upload of completed tasks when assigned
- d. Client provides requested information & context with each check-in. The more information you provide with each check-in, the more effectively your coach can work with you.

13. FACEBOOK GROUP

Active Strong Squad membership includes optional access to our private Strong Squad Members-Only Facebook Group. Please note that this is a bonus and optional resource. You are not required to have Facebook in order to run the program. In order to join the Strong Squad Facebook group, we require that your Facebook name match the account name used **at the time of sign up** for your Online Coaching program. This is necessary so that we can actively manage and moderate the group beyond the initial approval (otherwise we would have no way of linking your active subscription to your Facebook membership).

If you wish to access the private Facebook group but do not wish to change your name as it appears on Facebook, you may create a new blank Facebook profile for the purpose of group access. STRONG FRIENDS CLUB does not have any personal or biographical requirements for personal information (aside from a matching name) — in this instance, the account would simply become used as a tool to login to a forum. By purchasing a spot on the Online Coaching program and becoming one of the Strong Squad, you agree to these terms and recognize that Facebook group access is an optional resource, and we reserve the right to reject approval requests if your Facebook name does not match your account name at the time of sign up. We also reserve the right to remove Facebook group members in the event of non-active subscriptions or any violation of our Facebook group rules.

14. CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

15. MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

16. CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at coach@strongfriendsclub.co.uk.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT. I HAVE NOT BEEN INDUCED TO AGREE TO THIS RELEASE.

BY DOWNLOADING OR ACCESSING ONLINE ANY STRONG FRIENDS CLUB STRENGTH/FITNESS AND/OR NUTRITION PROGRAM, I AGREE TO THE ABOVE TERMS.