

MAX-Fitness LLC - Website Terms and Conditions

Effective Date: September 14, 2023

Welcome to the MAX-Fitness LLC website! Before using our website, we ask that you carefully read and agree to the following terms and conditions ("Terms") that govern your access to and use of our website.

- **1. Acceptance of Terms:** By using our website, you agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, please do not use our website.
- **2.** Use of Website: You may use our website for lawful purposes and in accordance with these Terms. You must be at least 18 years old to purchase our custom workout plans or subscriptions. If you are not 18 years of age, by purchasing any program you hereby state you did so with your adult guardian permission.
- **3. Intellectual Property:** All content on our website, including text, images, graphics, and logos, is the property of MAX-Fitness LLC and is protected by copyright and other intellectual property laws. You may not use our content without our prior written consent.
- **4. User Accounts:** To access certain features of our website, you may need to create a user account. You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account. We reserve the right to suspend or terminate your account at our discretion.
- **5. Purchase of Workout Plans and Subscriptions:** If you choose to purchase our custom workout plans or subscriptions, you agree to the terms outlined in our Refund/Cancellation Policy.
- **6. Privacy:** Our Privacy Policy explains how we collect, use, and disclose information about you. By using our website, you consent to the practices described in the Privacy Policy.
- 7. Links to Third-Party Websites: Our website may contain links to third-party websites. These links are provided for your convenience, and we have no control over the content of these websites. We are not responsible for the content, accuracy, or reliability of any third-party websites linked to our website.
- **8. Disclaimer of Warranties:** Our website and its content are provided "as is" without warranties of any kind, either express or implied. We do not warrant that our website will be error-free, uninterrupted, or free from viruses or other harmful components.
- **9. Limitation of Liability:** To the fullest extent permitted by law, MAX-Fitness LLC shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of your use or inability to use our website.

- **10. Changes to Terms and Website:** MAX-Fitness LLC reserves the right to update or modify these Terms at any time. Any changes will be posted on our website and will become effective immediately. We may also change, suspend, or discontinue any aspect of our website at any time without notice.
- 11. Governing Law: These Terms shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of law principles. Any dispute shall be sent to binding arbitration which shall occur in the State of Wisconsin, County of Brown.
- **12. Contact Information:** For any questions or concerns about these Terms, please contact us at maxfitnessllc920@gmail.com.

Thank you for visiting MAX-Fitness LLC's website. We look forward to assisting you in your fitness journey.