CLIENT SERVICES AGREEMENT (the "Agreement")
90 Day Push Up Level 1

Client Information
Service Purchased: 90 Day Push Up Level 1 (the "Program").
Investment: $164.00 paid one time (hereinafter referred to as the "Investment").

This Agreement is made effective as of today's date by and between Onyx Athletic Performance, LLC (hereinafter referred to as the "Coach") and the Client (hereinafter referred to as the "Client"). The Client and the Coach will collectively be referred to herein as the "Parties".

The Parties hereby agree to the following:

1. Program/Service Description

A. Support: support for the Program is delivered through direct messaging in the Trainerize app. All messages should be sent via the Trainerize app. Communication through Instagram DM, Facebook Messenger, email, or phone calls are inappropriate. The Client may send messages at any time of the day but responses may take up to 24 hours.
B. Workout Program: the workout program will be delivered via the Trainerize app. The Program will proceed for 90 days after the first workout is delivered.
C. Technique Videos: 12 technique videos will be delivered on a weekly basis beginning in the second week of the Program.
D. Start Date: the Program will begin on the next Monday after the Client has purchased the Program. If the payment occurs on a Monday, the Program will begin on the following Monday.

2. Payment
The Client will pay the Investment pursuant to the following terms:

A. $164.00 will be paid one time before the Program begins.
B. The Client will pay using the Trainerize Pay function via the link https://www.trainerize.me/profile/onyxathleticperformance/?planID=79730
C. The payment can be processed using a Visa or Mastercard credit card.

3. Refund Policy
The Coach will do everything within her ability to ensure the Client's satisfaction with the Program. The Coach expects that the Client will do the same. Refunds will not be issued for coaching services already conducted. If, for any reason, the Coach is unable to fulfill her obligations to the Client, the Client will be refunded in full for any part of the Program paid for but not yet rendered. Refunds take 5 to 10 days to appear on the Client's statement.

4. Client Commitments
The Client agrees to the following as part of the Program:

A. The Client shall immediately inform the Coach of any issues or difficulties he/she may have with the Program.
B. The Client shall complete payment of the Investment according to the Terms herein.
C. The Client agrees to respond to messages from the Coach within 24 hours of receiving the message.

5. Coach Commitments

The Coach agrees to the following as part of the Program:

A. The Coach will support the Client to the best of his/her abilities in accordance with Section I of this Agreement.
B. The Coach will not, at any time, either directly or indirectly, use any information disclosed by the Client for the Coach's own benefit, nor will the Coach disclose or communicate, in any manner, any information to a third party about the Client. The Coach will not divulge that the Parties are in a coaching relationship without your express permission.
C. The Coach will deliver the program in a timely manner without lapses or gaps.
D. The Coach will respond to direct messages in the Trainerize app within 24 hours of receiving the message.

6. Disclaimer

The Client understands that the Coach is a personal trainer, certified athletic trainer, and certified strength and conditioning specialist.

The Coach is not a nutritionist, therapist, or licensed medical professional, and therefore the Client needs to discuss and clear any and all changes to the Client's lifestyle, food intake, exercise regimen, or medical treatment with his/her physician before implementing changes or habits suggested by the Coach. The Client confirms that s/he has or will discuss any and all changes to his/her diet, exercise regimen, supplements, medications, or lifestyle with his/her physician or qualified medical professional before implementing any suggested or offered changes, additions, or alterations to his/her lifestyle. The Client understands that the Coach is not a nutritionist, physician, medical professional, and/or a psychotherapist or psychologist.

Further, the Coach has not promised, nor shall she be obligated to: (1) act as a therapist by providing psychological counseling, psychoanalysis or behavioral therapy, (2) assist anyone with a serious medical condition to resolve, manage, or improve that medical condition, and/or (3) assist anyone not under the care of a physician or medical professional while implementing healthy changes in his/her life.

7. Cancellations & Rescheduling the Program

The Client may not cancel the Program at any time due to lack of commitment, decreased motivation, or any other personal difficulties the Client is experiencing unrelated to the Program. The Client must still adhere to the Terms of the Investment, whether or not the Client is participating in the Program.

If the Client encounters a debilitating physical problem or injury after the effective date of the Agreement and cannot continue with the Program, the Client may choose to defer the Program to a later date. The Client must notify the Coach as soon as possible via a direct message in Trainerize detailing the physical problem or injury. The Client may be asked to provide a written note from a physician detailing the Client's physical limitations and restrictions. The Client must still adhere to the Terms of the Investment in order for the Client to elect to defer the program. If the Client adheres to the Terms of the Investment and would like to defer the Program, the Client can send an email to onyxathleticperformance@gmail.com detailing the new start date. If the Client defers the Program, the Client will restart the Program from day one of the Program.

If the Client encounters a debilitating physical problem or injury after the effective date of the Agreement and does not want to defer the Program to a later date, the Client must provide a written note from a physician detailing the Client's physical limitations and restrictions. The Client must notify the Coach as soon as possible via a direct message in Trainerize detailing the physical problem or injury. Refunds will not be issued for coaching services already conducted. Refunds will be prorated for any days the Client

has already participated in the Program and based on the date the Client sent the direct message in Trainerize detailing the physical problem or injury. Refunds take 5 to 10 days to appear on the Client's statement.

8. Program Extensions & Hiatuses
The Client may request to take a hiatus from the Program for up to 14 consecutive days during the duration of the Program due to minor injury, illness, or lack of internet access. To request a hiatus, the Client must send a direct message to the Coach in the Trainerize app specifying the dates the Client would like to pause the Program. The Client must give at least 24 hours notice before the first day of the hiatus to the Coach.

The Client can request one hiatus per Program purchase. The hiatus can be no longer than 14 days. The Program will resume the next Monday after the hiatus ends. The Program's end date will be extended accordingly so the Client still receives the entire Program.

9. Ending the Program
The Program will end at 11:59 pm the day after the last workout has been delivered. The Client will no longer have access to the content in the Trainerize app after the Program has ended unless the Client purchases another product or program.

If the Client fails to adhere to Section 2 (Payments) of the Agreement, the Program will automatically be cancelled. If there is a payment failure, the Client will be reminded to update their payment information before the Program is cancelled.

10. Limitation of Liability
Notwithstanding anything to the contrary contained herein, the Client's sole and exclusive remedy for negligence, failure to perform, or breach by the Coach hereunder shall be a refund of the amount paid but not earned on the Agreement. IN NO EVENT SHALL THE COACH BE LIABLE TO THE CLIENT FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

11. Indemnification
Client agrees to indemnify and hold harmless the Coach, Onyx Athletic Performance, LLC and its agents, employees, representatives, successors and assigns from all direct and third party claims, losses, expenses, fees, including attorneys' fees, costs, and judgments that may be asserted against Onyx Athletic Performance, LLC or the Coach, by any third parties that result from the errors, negligence, acts, and/or omissions of the Client and/or the Coach.

12. ARBITRATION
Any controversy or claim between the Parties shall be settled by arbitration before a single, mutually agreed upon arbitrator under the then current rules of the American Arbitration Association ("AAA"). If the Parties cannot agree upon an arbitrator, then each party shall appoint one arbitrator and then both arbitrators, in turn, shall appoint a third neutral arbitrator to hear the matter. The decision and award of the arbitrator shall be final and binding and the award so rendered may be entered in a state court of Arizona. The arbitration hearing shall be held in the state of Arizona. Each party shall pay its own costs and expenses related to the arbitration, and shall split the cost of the arbitrator equally. The arbitrator will have no authority to award punitive or other non-compensatory damages to either party. No damages excluded by or in excess of any damage limitations set forth in this Agreement shall be awarded. The sole remedy for the Client shall be a refund of any amount paid to the Coach.

13. Entire Agreement
This Agreement contains the entire agreement between the Parties. There are no other promises or conditions in any other agreement (oral or written) between the Parties.

14. Severability
The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of any other provision hereof. If any Section, subsection, sentence, or clause of this Agreement shall be adjudged illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall have no effect on the Agreement as a whole or on any Section, subsection, sentence, or clause hereof not expressly so adjudged.

15. Applicable Law
This Agreement shall be governed by the laws of the state of Arizona.

I HEREBY CERTIFY THAT I, THE CLIENT, HAVE READ AND AGREED TO THE AGREEMENT AS STATED ABOVE.

[END OF AGREEMENT]