

EVOLV WELLNESS, LLC

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Terms of Service
(brentmovson.com)

This agreement was made between EVOLV Wellness (“Company”) and (“Client”) on the date of signing up for your program selected. Both parties agree to the following terms and conditions:

These terms tell you the rules for using our website brentmovson.com (our site). If you do not agree to these terms of use please do not use our site. By continuing to use our site you indicate that you agree to comply with these terms and that you accept them.

Who we are and how to contact us

We are a limited liability company.

To contact us, please email brentmovson.com

By using our site you accept these terms

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy. See further under How we may use your personal information.
- Our Cookie Policy, which sets out information about the cookies on our site.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 12/17/2024.

We may make changes to our site

We may update and change our site from time to time to reflect changes to our services, our users' needs and our business priorities. If you are a member of our community we will notify you by email when a change is made.

We may suspend or withdraw our site

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

We may transfer this Agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

How you may use material on our site

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Do not rely on information on this site

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether expressed or implied, that the content on our site is accurate, complete or up to date.

Prohibited Uses

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To bully, insult, intimidate or humiliate any person.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to access without authority, interfere with, damage or disrupt:
 - any part of our site;
 - any equipment or network on which our site is stored;
 - any software used in the provision of our site; or
 - any equipment or network or software owned or used by any third party.

We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

User-generated content is not approved by us

Our site may include information and materials uploaded by other users of the site. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

How to complain about content uploaded by other users

If you wish to complain about content uploaded by other users, please contact us on brentmovson.com or by live chat.

Our responsibility for loss or damage suffered by you

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services to you, which will be set out in our Terms of Service.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, our site; or
 - use of or reliance on any content displayed on our site.

- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

If you are a consumer user:

- Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If defective digital content that we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.

How we may use your personal information

We will only use your personal information as set out in our Privacy Policy

We are not responsible for viruses and you must not introduce them

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990.

We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

Rules about linking to our site

You may link to our site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above, please contact brentmovson.com

Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by the laws of the United States of America. You and we both agree that the United States Legal System will have exclusive jurisdiction.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by The United States of America law. We both agree to the exclusive jurisdiction of the courts of The United States of America.

1. Acceptance

(a) This Agreement is between EVOLV WELLNESS (BRENTMOVSON.COM (we, our or us) and you, the company, entity, or individual who is purchasing any Products, Services or Goods (Goods) from us through our website located at brentmovson.com (Store) or on our mobile application.

(b) By purchasing the Goods or Services from us, or proceeding with any quote issued you agree:

(1) that you have reviewed and accept these Terms and Conditions for the Sale of the Goods (Terms); and

(2) that you have the legal capacity to enter into a legally binding agreement with us;

(c) You must not place an order for Goods, Services or approve any quotes issued unless you are at least 18 years old

2. Account Holders

(a) You may be eligible to create an account in order to purchase Goods or Services from us (Account), which allows you to pay your invoices on a monthly basis. You may purchase Goods or Services from us with, or without, an account.

(b) When you make create an account and/or make a purchase, you may be asked to provide us with basic Account information such as your name, shipping address, billing address and payment details.

(c) You must ensure that any information that you give us when you create an Account with us, including any personal information, is accurate and up-to-date. All personal information that you give to us will be used to manage your Account and will be treated in accordance with applicable law.

(d) You are liable for all activity under your Account, including all purchases made using your Account details.

(e) You may be required to complete a health assessment questionnaire.

3. Orders

(a) You may order Goods or Services from us through our Store, or as set out on the Site (Order). Any Order placed by you is an offer to purchase the Goods or Services for the price notified (including the delivery and other applicable charges and taxes) at the time you place your Order.

(b) We may, at our absolute discretion, accept or reject an Order. We will endeavour to notify you of a rejection at the time of the Order or within a reasonable time thereafter.

(c) Each Order that we accept results in a separate binding agreement between you and us for the supply of Goods or Services in accordance with the Terms.

(d) It is your responsibility to check the Order details and confirm the accuracy of all aspects of the Order, including the description of the Goods or Services set out in the Order, the pricing, and your contact details before you submit your Order to us.

(e) When your Order has been confirmed, we will provide you with an Order confirmation, which may include an order number, an order ID, the delivery and billing addresses and a description of what was ordered.

(f) If you cancel your Order after we have accepted the Order, you will be liable for any costs that we have incurred, or that we cannot recover, as a result of that cancellation.

4. Price and payments

(a) You must pay us the purchase price of the Goods or Services that you order, plus any US and applicable delivery costs as advised by us (the Price) in accordance with this clause. All amounts are stated in US dollars and are inclusive of US GST (where applicable). We display delivery costs separately from the price of the Goods.

(b) If you do not have an Account with us, you must pay the Price, upfront at the time of purchase or on completion of services rendered, including where the Goods or Services are the subject of an Order placed with us. Only once the Price has been paid in full will we provide you with the Goods or Services, or will we submit your Order to our suppliers.

(c) If you have an Account with us, we will send you a monthly statement at the end of each month, in respect of Goods purchased or Services rendered during that month. You agree to pay the monthly statement as per the times, and using the payment method, stipulated in the monthly statement or invoice.

(d) If you fail to pay your invoice in accordance with clause 4(c), we may

suspend your Account and the provision of any Goods or Services under it until we receive payment. If you dispute an invoice, or any part of the invoice, you must notify us of your dispute in writing within 7 days of the date of our invoice, setting out full details of your dispute, and you must pay any undisputed portion of the invoice as set out in clause 4(c).

(f) You must not pay, or attempt to pay, the Price by fraudulent or unlawful means. In the absence of fraud or mistake, all payments made are final. If you make a payment by debit card or credit card, you warrant that the information you provide to us is true and complete, that you are authorised to use the debit card or credit card to make the payment, that your payment will be honoured by your card issuer, and that you will maintain sufficient funds in your account to cover the Price.

(g) Where you have selected a Weekly Service Plan, you must pay the Service Plan Fee each week via direct debit from a credit card or bank account. The direct debit arrangement is subject to additional terms and conditions from our third-party provider, as set out on the website (Store)

(h) Should:

(1) You fail to pay any amount when it is due and owing.

(2) You default in the performance of your obligations under these terms and conditions.

(3) You, if an individual, commit an act of bankruptcy. Or, if you are a corporation, becomes subject to external administration or passes a resolution to wind up. Then;

(4) In addition to any other rights we have, you shall be in breach of these terms and conditions, and we shall be entitled to treat the whole of the scope of works repudiated. We may refuse to supply any of the services to you. We may elect to seek relief through the courts or through a third-party debt recovery service to recover the money, plus interest and additional costs in accordance with the terms and conditions. You shall pay all our collection costs, including solicitor fees, interest, third party expenses and related costs for outstanding amounts. We will be immediately entitled to, without liability, terminate or suspend the provision of future services, in accordance with these terms and conditions, in the event of default.

5. Availability and cancellation

(a) All Goods and Orders are subject to availability. We do our best to keep products in stock and use reasonable endeavours to source any Orders from our third-party suppliers.

(b) We reserve the right to cancel, at any time before delivery and for whatever reason, an Order that we have previously accepted, including where there is a considerable delay in dispatching your Order, or for any reason we cannot supply the Goods in your Order (for example for an event beyond our reasonable control). We will contact you using the details you provided when you placed your Order. You may choose to receive a refund or a store credit or to place your Order on backorder. If you choose a refund or store credit, any delivery costs you have paid for the Goods will be refunded to you. If you choose to place your Order on backorder, we will contact you to arrange delivery or collection once the Goods are available.

6. Delivery, collection, title and risk

(a) Where you request delivery of any Goods, we will deliver the Goods, either ourselves or through our third-party delivery partners, to the delivery address you provide when placing your Order.

(b) Delivery costs will be advised by us when you place your Order and/or included in any applicable quotes.

(c) You acknowledge and accept that any date/time notified by us, or our delivery partners, for the delivery of the Goods is an estimate only. Delivery of the goods may be subject to, or impacted by, third party providers, including but not limited to our delivery partners and the supplier of the Goods ordered. We accept no liability for any loss, damage or claim made in respect of a delay in the delivery of any Goods which is beyond our reasonable control.

(d) If you need to change the delivery date or delivery address, please notify us immediately in writing.

(e) We may, at our sole discretion, require you to sign for any Goods which are delivered. If we require such signature, and neither you nor your authorised representative is at the delivery address to accept delivery, we may either leave the goods at the delivery address or return the Goods to our Store, and you will need to collect the Goods from our Store, or pay for redelivery of the Goods.

(f) You must ensure that clear, safe access is provided at the delivery address for the Goods, which is free from harm or risk to safety when the Goods are delivered either by us, or our delivery partner. If the party delivering the Goods deems it to be unsafe to

deliver the Goods, they may, at their sole discretion, decline to deliver the Goods at that time, and you will need to pay for the redelivery of the Goods when the delivery address has been made safe.

(g) Title to the Goods will remain with us or our supplier until you have paid us the Price in full in accordance with the Terms. Until title passes, you must not do anything which seeks to create an encumbrance, lien, charge or other interest in or over the Goods.

(h) Risk in the Goods will pass to you immediately upon delivery of the Goods to the delivery address. Once risk in the Goods passes, you will be solely responsible for them. It is your responsibility to confirm that the Goods delivered are complete, undamaged or are otherwise supplied in accordance with the Order before you accept delivery of the Goods.

(i) If you are collecting your Goods from our Store, we will contact you when your Order arrives using the contact details you provided when placing your Order. All Goods must be signed for either by yourself or your authorised representative. If for any reason you or your authorised representative are unable to collect the Order on the nominated collection date, you must contact us to arrange another collection time.

If you do not collect the Goods on the agreed collection date and you have not arranged a new collection date within 14 days of being notified by us that your Order has arrived in the Store, we may at our absolute discretion, either charge a daily storage fee or we will be entitled to assume that you have cancelled your Order and we may resell the Goods to another customer. In respect of any Goods which remain uncollected in accordance with this clause and which we do not normally stock or are Goods which are custom made goods, you acknowledge and accept that you forfeit any payment made towards the Price.

7. Returns

Refund, Hold and Cancellation Policy

(a) We do not offer change of mind returns or refunds to once off plans, service subscriptions or ebooks. Failure to complete onboarding or check ins does not entitle you to a refund. Any plans requiring adjustments due to a mistake by BRENTMOVSONCOM will be rectified within 2 business days, this does not entitle you to a full refund.

(b) It is an 8 week minimum subscription when you join our coaching services. You cannot cancel before the 8 weeks. It is also a 2 week notice to cancel your subscription,

please email brentmovson.com to do so. There is no cooling off period, once you join you must commit to the 8 weeks.

(c) At your request with no less than 14 days' written notice, we may put your Service Plan on hold for a maximum of a single continuous 4-week period in any 12-week period where we provide the Services to you (Hold). During the Hold, we will not provide the Services to you, and you will not be required to pay us the Service Plan Fee. You cannot place your Service Plan on hold during your 8 week minimum term.

(d) Within your first 8 week minimum commitment, you may only upgrade your service plan. You may upgrade, downgrade or cancel your Weekly Service Plan by providing us with at least 14 days' written notice to brentmovson.com after your 8 week minimum. Where there is a difference in the Service Plan Fee as a result of this change, you must pay to us the difference or we will credit the difference towards any future Service Plan Fees payable by you to us, as applicable. Please note if you are still within your minimum 8 week commitment term a downgrade will not be guaranteed and instead discretionary on the brentmovson.com team. A change of service can be exercised without restriction after the minimum 8 week commitment term. We offer no cooling off period for service plans.

(e) Refunds for once off plans and services are only available before creation of said plans and services. Once provided no refunds or change of mind requests will be given.

(f) The Service Plan is non-transferable and cannot be resold or gifted to another party. Under no circumstance can the Account name of the original Service Plan holder be changed.

8. Manufacturer's Warranty

(a) Some Goods may come with a warranty offered by the manufacturer of those Goods. If a warranty applies, the details of that warranty will be set out on the packaging of the Goods, inside the packaging of the Goods or on the manufacturer's website (Manufacturer's Warranty). If there is a defect in the Goods during the warranty period offered by the manufacturer, the manufacturer may repair or replace the Goods or offer a refund or compensation as applicable to the defect.

(b) If the Manufacturer's Warranty applies, please contact us with details of the defect in the Goods, alongside any pictures and additional information which we may request (e.g. proof of purchase), and we will liaise with the manufacturer as to your claim under the Manufacturer's Warranty. The manufacturer may require you to return

the defective Goods directly to them and the costs of the return may need to be borne by you.

(c) You agree that the Manufacturer's Warranty is offered by the Manufacturer of the Goods, we do not provide any warranty against defects in the Goods, and, to the maximum extent permitted by law, our obligations to you for any defects in the Goods is limited to the remedies you have available under the United States Consumer law.

9. Limitations

(a) Despite anything to the contrary, to the maximum extent permitted by law:

(1) our maximum aggregate liability arising from or in connection with the Terms (including the Goods and/or the subject matter of the Terms) will be limited to, and must not exceed the portion of the Price paid by you to us for the Goods or Services the subject of the relevant claim; and

(2) we will not be liable to you for any loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation and/or loss of use, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

(b) Despite anything to the contrary, to the maximum extent permitted by law, we will have no liability, and you release and discharge us from all liability, arising from or in connection with any:

(1) loss of, or damage to, the Goods, or any injury or loss to any person;

(2) failure or delay in providing the Goods; or

(3) breach of the Terms or any law, where caused or contributed to by any:

(4) event or circumstance beyond our reasonable control; or

(5) act or omission of you or your related parties, and, in any event, any defect, error, omission or lack of functionality or suitability (or the absence of, or reduction in, any anticipated result, outcome or benefit) with respect to the Goods or Services.

10. Collection Notice

(a) We collect personal information about you in order to manage your Account, to contact and communicate with you, to respond to your enquiries, to process and dispatch your Orders and for other purposes you give us permission for.

(b) We may disclose that information to third party service providers who help us supply and deliver the Goods or Services to you (including our delivery companies, inventory management software, information technology service providers, data storage, web-hosting and server providers, professional advisors, payment systems operators and our business partners) or as required by law. If you do not provide this information, we may not be able to provide our Goods or Services to you. In certain circumstances, we may disclose your personal information to third parties located, or who store data, outside the United States of America.

(c) By providing personal information to us, you acknowledge we will collect, hold, use and disclose your personal information in accordance with these Terms.

11. General

(a) Disputes: Neither party may commence court proceedings relating to any dispute arising from, or in connection with, these Terms without first meeting with a senior representative of the other party to seek (in good faith) to resolve that dispute (unless that party is seeking urgent interlocutory relief or the dispute relates to compliance with this clause).

(b) Notices: Any notice given under these Terms must be in writing addressed to us at the details set out below or to you at the details provided when you submitted your Order or in your Account. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

(c) Waiver: Any failure or delay by a party in exercising a power or right (either wholly or partly) in relation to these Terms does not operate as a waiver or prevent a party from exercising that power or right or any other power or right. A waiver must be in writing.

(d) Relationship of parties: These Terms are not intended to create a partnership, joint venture or agency relationship between the parties.

(e) Photographs: If you provide us with photographs of the Goods including via email or by tagging us on social media, you consent to us publishing such photographs and details (including but not limited to your name, location and date) for our marketing purposes including on the Site and social media.

(f) Feedback and complaints: We are always looking to improve our services. If you have any feedback or a complaint, please notify us on our contact details below and we will take reasonable steps to address any concerns you have.

(g) Severance: If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions.

(h) Assignment: You must not assign any rights or obligations under these Terms, whether in whole or in part, without our prior written consent.

(i) Entire agreement: The Terms contain the entire understanding and agreement between you and us in respect of their subject matter.

(j) Amendment: We may, at any time and at our discretion, vary these Terms by publishing varied terms on the Site. Prior to placing an order, we recommend you carefully read the terms that are in effect at that time to ensure you understand and agree to them. For any Order that has been accepted by us, the terms and conditions that apply will be the ones that were in effect (and which you agreed to) when you placed your Order.

Coaching Payment:

The fee for the coaching program has the following options:

1. Fitness coaching only
2. Fitness & nutrition coaching
3. Private coaching with Brent
4. Any additional plans that are available during time of purchase

Company address:

3415 Lazarro Dr, Carmel CA 93923

Payment Method Options:

- We will automatically charge the card on file every 30 days after first payment is made.
- A 1 time charge if paid in full

- 1 payment(s) of price of your program
- 2 split payments(additional fees will apply)
- 2 split payments will increase your fee by(any amount during time of payment as payment and amount change based on season, discounts, and promos). PRICE IS SUBJECT TO CHANGE

Services Included:

- The purpose of this coaching is to support you in your weight loss & fitness journey. We do this by using coaching — coaching sessions, in-between support, and teaching skills.

Sessions and Rescheduling:

- If you show up late to the scheduled session, then it will be forfeited after 15 minutes.
- If you don't show up for a session, then you will forfeit that session without any refund.
- Sessions are conducted on a weekly basis with 8 sessions planned each month. These must be used within the month they are planned and do not roll over into future months.
- In person training only if a scheduled time does not work for you, you must either cancel or reschedule at least 24 hours prior to the scheduled time. **You can reschedule a maximum of 2 sessions. All sessions must be completed in their given timeframe of your program weeks. There are no rollover classes after your commitment ends.**

Refunds and Payment Plans:

- Due to the personal time commitment of coaching, we do not offer refunds on sales.
- You waive any rights to charge-back your purchase with your credit card processor.
- If you become dissatisfied with the service after providing partial payment, you agree to pay the total outstanding fee that was agreed upon and the remaining balance owed.

Confidentiality:

- Any information discussed or any information either party comes to know during their work together is confidential. This does not include information that either party was aware of prior to executing this Agreement, nor does it include information that was gained by a third party, or information that was available to the public through no breach of confidentiality by EVOLV Wellness. Confidential information may be shared if and only if waived by both parties in writing.

Intellectual Property:

- We reserve all ownership rights to any materials including but not limited to documents, images, audio, and video, provided to you through your participation in the Program. EVOLV Wellness. provides you with a single-user license authorizing you to use the materials for their individual purposes only. You agree to not share, copy, distribute, disseminate, or sell the materials for either commercial or non-commercial purposes. You understand that claiming our materials as your own, is a violation of intellectual property rights.

Non - Disparagement:

- Both parties agree to not take any actions, make any statements, whether oral or in writing, that negatively impact the other's business, services, products, or reputation.

No Guarantees Disclaimer:

NO GUARANTEES

Company makes no guarantees about Client and Company's work together. Client agrees that any statements made by Company regarding potential outcomes are opinions and are not binding on Company. Company may provide testimonials from previous clients, which is not to be relied upon to predict results in your specific situation. The results you experience will be dependent on many factors including, but not limited to your level of personal responsibility, commitment, and abilities, in addition to those factors that you and/ or Company may not be able to anticipate.

NOT PROFESSIONAL MEDICAL ADVICE

Company will only be providing the services that are explicitly listed above in the "Services Included" section and at no time should any of Company's services be considered a substitute for professional medical or mental health services, nor should the service be construed as professional therapy. Company's services are not intended to treat, diagnose, cure, or prevent any disease. If at any time Client needs medical, and/or psychological treatment, it is Client's responsibility to seek it out.

NOT LEGAL OR FINANCIAL ADVICE

At no time should any of the Company's services be considered a substitute for professional legal or financial advice. If at any time Client needs legal or financial services, it is Client's responsibility to seek it out.

EARNINGS DISCLAIMER

Any information provided by Company regarding wealth, abundance, income, earnings, business profits or personal financial status is for informational purposes only. The information may provide real-life examples and/or hypothetical examples of possible outcomes, which are in no way guarantees of what will occur in your specific situation. As you know, financial outcomes depend on many factors including but not limited to your level of personal responsibility, commitment, and abilities, in addition to those factors that you and/or Company may not be able to anticipate. You agree that Company is not responsible for your success, or lack thereof. Your reliance on any information provided is done at your own risk.

Severability:

- If any term in this Agreement is found to be void or voidable, the remaining terms of the Agreement are unaffected, and deemed to remain in full force and effect, including those terms that are similar.

Limited Liability:

- The amount of liability recoverable for any cause of action that arises under this agreement shall not exceed the amount paid for services outlined in this agreement, regardless of whether the cause of action is based in tort, contract or any other theory of liability. Under no circumstances will the company be liable for special, incidental, indirect, or consequential damages of any kind, or for any loss of use, business interruption, costs of procurement of substitute goods or services, lost profits, or lost data, even if the client has been advised of the possibility of such damages.

Indemnification:

- To the fullest extent of the law, the Client shall indemnify, defend and hold harmless Company, its officers, employees, agents, representatives, consultants, and contractors from and against any and all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities arising out of, resulting from, or in connection with the services contemplated by this Agreement.

Termination:

- We are committed to providing all clients with a positive experience. Thus, EVOLV Wellness. may, at its sole discretion, limit, suspend, or terminate your participation in any of its programs, live, recorded, social media-based or digital without refund or forgiveness of remaining payments if Client becomes disruptive to Company or Participants, Client fails to follow the Program guidelines, is difficult to work with, impairs the participation of the other participants in the Program or upon violation of the terms as determined by Company. Client will still be liable to pay the total contract amount.

PERSONAL TRAINING, ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

This Agreement is entered into between personal trainer Brent Movson (“Trainer”) and the undersigned (“Client”). The provision of personal training services by Trainer to Client, and Client’s use of any premises, facilities or equipment are contingent upon this Agreement.

PERSONAL TRAINING PROGRAM: Client agrees to the program details set forth in the attachment(s), which are incorporated herein by reference and made a part of this Agreement (the “Program Details”).

ASSUMPTION OF RISK: You agree that if you engage in any physical exercise or activity, including personal training, or enter our premises or use any facility or equipment on our premises for any purpose, you do so at your own risk and assume the risk of any and all injury and/or damage you may suffer, whether while engaging in physical exercise or not. This includes injury or damage sustained while and/or resulting from using any premises or facility, or using any equipment, whether provided to you by Trainer or otherwise, including injuries or damages arising out of the negligence of Trainer, whether active or passive, or any of Trainer’s affiliates, employees, agents, representatives, successors, and assigns.

Your assumption of risk includes, but is not limited to, your use of any exercise rooms, sidewalks, parking lots, stairs, pools, whirlpools, saunas, steam rooms, lobby or other general areas of any facilities, or any equipment.

You assume the risk of your participation in any activity, class, program, instruction, or event, including but not limited to weightlifting, walking, jogging, running, aerobic activities, aquatic activities, tennis, basketball, volleyball, racquetball, or any other sporting or recreational endeavors.

You agree that you are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of Trainer or otherwise.

RELEASE: You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Trainer (and Trainer's affiliates, related entities, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of the negligence of Trainer, whether active or passive, or any of Trainer's affiliates, employees, agents, representatives, successors, and assigns.

This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment, premises or facilities, (c) negligent instruction or supervision, including personal training, (d) negligent hiring or retention of employees, and/or (e) slipping or tripping and falling while on any portion of a premises or while traveling to or from personal training, including injuries resulting from Trainer's or anyone else's negligent inspection or maintenance of the facility or premises.

PHOTO RELEASE: I hereby grant the release permission to use photographs in any of the following: Release of Photographs in Web-based publications Print Advertisements Organization Bulletin. I hereby affirm that such release to the release does not constitute any form of compensation, including royalties arising from the photographs, to my benefit.

I understand and agree that photographs in the possession of the release shall become the property of the releasee. The use and publication of the photographs however, shall conform to my rights as a subject of said photographs. I hereby waive my right to inspect or approve the photographs by which my likeness appears. I hereby hold harmless, release, and forever discharge from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

INDEMNIFICATION: By execution of this agreement, you hereby agree to indemnify and hold harmless Trainer from any loss, liability, damage, or cost Trainer may incur due to the provision of personal training by Trainer to you.

ACKNOWLEDGMENTS: You expressly agree that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

You acknowledge that Trainer offers a service to his/her clients encompassing the entire recreational and/or fitness spectrum. Trainer is not in the business of selling weightlifting equipment, exercise equipment, or other such products to the public, and the use of such items is incidental to the service provided by Trainer.

You acknowledge and agree that Trainer does not place such items into the stream of commerce. This release is not intended as an attempted release of claims of gross negligence or intentional acts. You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability, express assumption of risk and indemnity agreement.

You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against Trainer for Trainer's negligence, or for any defective product used while receiving personal training from Trainer. You have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

REFUNDS/RETURNS:

All sales are final. No refunds or returns. You may cancel or reschedule a session with reasonable notice to Trainer, and any makeup or rescheduled session must take place within the term of the program. Early termination of contract will result in a one time upfront payment for the remaining cost of the program. Paid within 7 days of cancellation

PERSONAL TRAINING TERMS & CONDITIONS:

- 1. Any training session that is not rescheduled or canceled at least 24 hours in advance will result in forfeiture of the session and a loss of the financial investment at the rate of such session.**
- 2. Clients arriving late will receive the remaining scheduled session time, unless other arrangements have been previously made with Trainer.**
- 3. All training sessions stated in the Program Details must be completed within 6 months from the date of the contract ("Training Period"). Any unused training sessions are void after the Training Period.**
- 4. No refunds will be issued for any reason, including but not limited to relocation, illness, and unused sessions.**
- 5. Early termination of this agreement will accelerate all unpaid amounts owed on the Total Payment (as defined in the Program Details), resulting in a one time upfront payment of all unpaid amounts within 7 days of the termination date.**
- 7. All in person class sessions are 60 minutes in length.**

1. For valuable consideration, the adequacy of which is acknowledged, for your photographing me, and knowing that you have and will expend substantial expenses and time in reliance upon this Release and Consent, I irrevocably and absolutely consent to the unrestricted use by Brent Movson and his heirs, successors, assigns, and designees ("Photographer"), and those acting with Photographer's permission and authority, of my name and any and all photographic or other images ("Images") of me that Photographer creates or makes, for all purposes, in any form, in conjunction with my own or a fictitious name, and in any and all media, including, without limitation, advertising, art, promotion, solicitation, or trade. Any file or photo shared to you(the model or person/persons involved in the photoshoot) may not be shared, distributed or edited by any third party photographers, businesses, or entities. Any violation of these terms will result in immediate termination and legal pursuit of copyright infringement and fraud. Models must tag photographers in any and all

social media platforms. Models must tag (Brent Movson) in all photos posted images including subtitle, title, photo, bio, or captions

2. I waive any right to inspect or approve the finished Images, advertising copy, text, or other printed matter that may be used in conjunction therewith, or to the eventual use that the Images may be applied. Images posted on any form of social media must tag, mention, and credit the photographer, Brent Movson

3. I release and discharge Photographer and those acting under Photographer's authority from any and all liabilities, claims and demands arising out of or relating to any blurring, distortion, use in composite form, or alteration whether intentional or otherwise, that may occur or be produced in connection with the Images, or in connection with any processing, alteration, transmission, display, publication or other use of the Images. RAW file images will not be shared as they are a false representation of my work

4. I hereby forever release and discharge Photographer, his heirs, legal representatives, agents, assigns and the party for whom the photographs were made, from any and all claims, actions and demands arising out of or in connection with the use of said Images, including without limitation, any and all claims for invasion of privacy and libel.

5. This Agreement constitutes the sole, complete and exclusive agreement between Photographer and me regarding the Images and I am not relying on any other representation whether oral or written.

6. I hereby affirm that I am over the age of majority and have the right to contract in my own name. I have read the above authorization, release and agreement, prior to its execution; I fully understand the contents thereof. This agreement shall be binding upon me and my heirs, legal representatives and assigns.

I declare true my age of consent, and in case I am under the age of such consenting age, I have obtained the required consent from my parents/guardians as evidenced by the signatures below:

Agreed (client):

Client joining

Name (client):

Client joining

Agreed (company):

_____EVOLV____WELLNESS_____

Name (company):

Date signed:

__date of sign

up_____

_____EVOLV
WELLNESS_____