

Terms of Use
Free Bodies, Busy Bodies, Gym Bodies, and/or Strong Bodies

Please read the Terms of Use for the Program carefully and in their entirety before purchasing and using Free Bodies, Busy Bodies, Gym Bodies, and/or Strong Bodies (hereinafter referred to as the “Program”). The Program and its content are owned by Jessie Whelan & Strong Roots Performance LLC.

1. Definitions:

“Company”, “We”, “I”, “Our”, or “Us” means Jessie Whelan & Strong Roots Performance LLC.

“Participation”, “Participating”, “Using”, or “Use” means reading, implementing, trying, or otherwise engaging in the Program.

“Program” means Free Bodies, Busy Bodies, Gym Bodies, and/or Strong Bodies

“You”, “Your”, “User” or “Client” means the purchaser and person using the Program.

2. Consent:

By participating in the Program, you implicitly and voluntarily agree to act in accordance with, and abide by, these Terms of Use. You agree to participate in the Program for a minimum of 3 months.

3. DISCLAIMER:

By participating in the Program, you understand that Jessie Whelan is a certified personal trainer. We are not medical doctors, psychologists/psychiatrists, or other licensed medical professionals. You are expected to discuss any changes to your health, diet, or exercise regimen with your physician or another medical professional first before trying them.

This Program is for informational and educational purposes only. The information and education provided in this Program is not intended or implied to supplement or replace professional medical treatment, advice, and/or diagnosis.

Although we do our best to make sure all of the Program’s content is up to date and/or accurate, we do not make any representation that all the information is accurate or free of errors at all times. We do not assume any responsibility for accuracy of the Program’s information, or its safety or efficacy as it applies to you. You should review any and all changes to your diet, lifestyle, exercise regimen, or supplement routine with your medical professional.

4. Assumption of the Risk:

YOU MUST ENSURE YOU ARE PHYSICALLY CLEARED BY YOUR PHYSICIAN TO PARTICIPATE IN THE PROGRAM BEFORE PARTICIPATING. If you have any injuries or limitations, please have them cleared by your physician before attempting to participate in the Program.

By participating in the Program, you are assuming the risk of participating in it and agree to only participate if medically cleared to do so. We are not responsible or liable for your participation in the Program.

5. Intellectual Property Ownership:

The Program and its content, including, but not limited to, warm-ups, main working sets, cardio recommendations, tempo recommendations, suggested rest periods, etc., are intellectual property owned by Jessie Whelan & Strong Roots Performance LLC. Any violations of this term, and all terms contained herein, will be legally pursued to the fullest extent permitted by law.

6. No Sharing:

You cannot distribute, copy, forward, and/or share the Program or its content with anyone else. Any violations of these Terms of Use will be legally pursued to the fullest extent permitted by law.

7. No Claims Made Regarding Results:

Any and all current or past-client testimonials, statements, or examples used by us are simply that: examples. They are not guarantees that you will also experience or receive the same results. Each person and their circumstances are unique and nothing shall be interpreted as a guarantee that you will experience the same results as another client of ours.

8. DISCLAIMER - No Warranties, Guarantees, or Representations Are Being Made:

We do not offer any representations, guarantees, or warranties, of any variety, regarding the Program in any way. The Program is offered “**AS IS**” and without representations, guarantees, or warranties of any kind, including but not limited to, implied warranties of merchantability and fitness for a particular purpose, neither express nor implied, to the extent permitted by law. We are not liable for damages of any kind related to your use of the Program.

9. Your Release of Us, Indemnification, Hold Harmless:

To the fullest extent permitted by law, Strong Roots Performance LLC expressly disclaims liability for any direct, indirect, and/or consequential damages suffered by you related to your purchase or use of, or participation in, the Program, its materials, our website, or any other information obtained by you from us. By enrolling in the Program, you hereby agree to this limitation of liability and release Strong Roots Performance LLC from any and all claims.

By participating in and/or purchasing the Program, you agree to release, forgive, forever discharge, defend, indemnify, and hold harmless Strong Roots Performance LLC, our subsidiaries, employees, agents, contractors, subcontractors, shareholders, directors, officers, coaches, assignees, licensees, and affiliates from any and all claims, suits, actions, charges, demands, liabilities, damages, judgments, and/or costs, related to, or arising out of, your purchase of or participation in the Program and/or your breach of any obligation, warranty, covenant, or representation set forth in these Terms of Use. By enrolling in the Program, you agree to release us from any and all claims, and further agree to at all times defend, indemnify, and hold harmless Strong Roots Performance LLC as stated in this section herein.

10. Our Refund Policy:

a. NO REFUNDS:

We will do everything within our ability (and within reason) to ensure your satisfaction. Due to the downloadable nature of the Program, refunds will not be issued for the Program once it is purchased. If you have any questions or concerns, or if there is anything we can do to make your experience a more pleasant one, please email Jessie at rootedperformance@gmail.com.

b. NO CHARGEBACKS:

The Client will not, under any circumstances, issue or threaten to issue any chargebacks to the Company or to the Client's credit card and/or form of payment (ie, PayPal) for any reason whatsoever related to the Program. In the event of a chargeback, the Company reserves its right to report it to the credit bureaus as a delinquent account.

C. CANCELLATION

After the 3 month minimum commitment (or during, if applicable), please provide 30 days notice if you would like to cancel your subscription. Unfortunately our platform

(Trainerize) does not allow for pausing subscriptions, but you may cancel after 3 months and rejoin later if needed/desired. We understand life happens and things change - please email Jessie at rootedperformance@gmail.com with any questions regarding this policy.

11. ARBITRATION CLAUSE:

If you have any complaint or should any issue arise in the use of the Program, please contact us directly first by emailing Jessie at rootedperformance@gmail.com.

However, if we are unable to amicably resolve your dispute in that manner, you agree that you and Jessie Whelan & Strong Roots Performance LLC shall submit your dispute to binding arbitration with the American Arbitration Association, before an arbitrator that is mutually agreed upon, in accordance with the American Arbitration Association's ("AAA") rules.

By agreeing to this term, you hereby agree and understand that you're waiving your right to a jury trial in court, which would otherwise be available to you if not for this Arbitration Clause. Should any arbitration hearing need to be held, it shall be held within 30 miles of Waretown, New Jersey.

If the arbitrator issues an award and a judgment is made, the judgment will be binding and will be entered in court in the State of New Jersey. The only award that can be issued to you is a refund of any payment made to Strong Roots Performance LLC for the applicable Program. You are not permitted to seek additional damages, including consequential or punitive damages.

12. Limitation of Liability:

Jessie Whelan & Strong Roots Performance LLC are not responsible or liable in any way for any and all damages you receive directly or indirectly from your participation in the Program. We do not assume liability for damages, injuries, harm, death, misuse of (or failure to properly use) the Program or its content, due to any act, or failure to act, by you. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.

13. PAYMENT, PURCHASE, AND PAYMENT PLAN TERMS

a. General Payment Terms:

When you pay for the Program by credit card, you authorize and give permission to Strong Roots Performance LLC to charge your credit or debit card for the amount owed for payment of the Program. When you purchase the Program, your information (i.e. credit card and contact info) may be collected by the third-party

merchant Stripe (depending on the payment method you choose at checkout), who may have privacy policies or security practices that are different than ours. Strong Roots Performance LLC is not responsible for the merchant's independent policies or practices.

b. **Payment Plan Terms / Failed Payment Procedures:**

Should you choose to purchase the Program via one of our payment plan options at checkout (hereinafter the "Payment Plan"), you are hereby consenting to your credit card being automatically charged **on the same date each month**, beginning the month of purchase, to complete your total payment.

If you choose the Payment Plan to purchase the Program, you hereby authorize and give permission to Strong Roots Performance LLC to **automatically** charge your credit card, debit card, or PayPal account, as payment for the Program, for which you will receive an electronic receipt, at the time and interval in which payment is due **without any additional authorization from you**.

We will **not** contact you to seek any additional authorization, approval, or permission before charging your card for each installment of the Payment Plan. By choosing the Payment Plan, you agree and understand that ALL monthly payments are owed in full. There are no exceptions. No refund requests or stop payments will be granted or accepted.

c. **Failed Payment Plan Payments / Re-charge procedures:**

By signing up for the payment plan, your card will automatically be re-charged on the same date each month, beginning the month you join, for your remaining payments. Please plan accordingly.

If your payment-plan payment fails on the 1st attempt:

In the event that your Payment Plan payment is not successfully made on your due date, your credit card will automatically be re-charged after a 3-day **grace period** to make your payment for the Program.

If your card was accidentally not updated or available to be processed at the time we attempted the initial charge, you'll have that 3-day grace period to update your card information without any penalty or losing access to the Program.

After 2nd failed payment:

Your access to the Program will be temporarily suspended and you will not be able to access the Program at all until you successfully complete your payment. We will attempt to re-charge your credit card in 3-days.

3rd and final attempt to make payment:

The 3rd attempt is the final attempt to collect your payment before the matter is forwarded to collections. If the 3rd payment fails, you will be permanently removed from the Program and no refund will be given.

When choosing the payment plan options, you consent to being responsible for ALL payments owed under the Program terms.

14. Severability

The provisions of these Terms of Use 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 these Terms of Use shall be adjudged illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall have no effect on the Terms of Use as a whole or on any Section, subsection, sentence, or clause hereof not expressly so adjudged.

15. Entire Agreement

These Terms of Use contain the entire agreement between you and the Company. There are no other promises or conditions in any other agreement (oral or written) between you and the Company.

16. Applicable Law + Venue

These Terms of Use shall be governed by the laws of the state of New Jersey. Any action brought by any party arising out of or from these Terms shall be brought within the New Jersey, County of Ocean.

By purchasing and/or participating in the Program, you implicitly signify your agreement to all of the terms in these Terms of Use.

If you have any questions about the Terms of Use, please contact Jessie at rootedperformance@gmail.com. Thank you.