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AilikiFIT

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ONLINE COMMUNITY AGREEMENT

Welcome! We are excited to have you join AilikiFIT's Online Community! Our goal is to provide a safe and supportive environment where all members of the community have the ability to learn and grow together. In order to achieve that goal, we need all community members to fully read, understand, and agree to this Online Community Agreement (the "**Agreement**"). If you have any questions or concerns about the terms of this Agreement, please contact us at emily@ailikifit.com, and we will respond as quickly as possible.

In exchange for the right to become a member of AilikiFIT's Online Community, you agree to the following terms of this Agreement.

1. **The Parties.** This Agreement is made between AilikiFIT, LLC, a Limited Liability Company operating in the State of Texas ("**AilikiFIT**," "**we**," "**us**," and "**our**") and you, the undersigned (electronically or by hand) or person who has clicked "I Agree" (or something similar) to this Agreement ("**you**" and "**your**").
2. **The Community.** This Agreement applies to all of AilikiFIT's virtual, online, and remote spaces where participants may interact with each other, AilikiFIT's staff, and/or other affiliates of AilikiFIT, including, without limitation, the following groups: Facebook and Instagram Pages and Groups, Geneva App and Chat Room, Individual and Text Messages (collectively, the "**Online Community**").
3. **Our Expectations.** We expect everyone who engages with the Online Community to understand and agree to the following guidelines:
 - 3.1. Respect is the cornerstone of the Online Community. We expect all community members to treat each other with respect and kindness at all times. No harassment of any kind will be tolerated.
 - 3.2. In order to foster communication and openness, we expect everyone to treat as confidential all personal and private information shared by members of the Online Community. If you see something shared by a community member that raises safety concerns, please raise the issue with AilikiFIT.
 - 3.3. We are encouragers, so let's be uplifting with our words and actions. We all start somewhere and are a place to learn for beginner and experienced athletes.
 - 3.4. Being a part of our Online Community is a privilege, not a right. If you violate any of the expectations above, AilikiFIT reserves the right to remove you from the Online Community at any time without warning or reimbursement.
4. **Ownership of Materials.** AilikiFIT and its staff may share information and materials such as videos, audio, and written materials with the Online Community. Unless otherwise noted, all materials shared by AilikiFIT and its staff are AilikiFIT's sole property, and AilikiFIT retains all intellectual

property rights to the material it shares. Unless AilikiFIT otherwise agrees in writing, you may not distribute or use any of AilikiFIT's materials outside of the Online Community.

5. **Your Conduct.** You are solely responsible for all videos, images, information, or other data that you upload, publish, or otherwise use via the Online Course. AilikiFIT reserves the right to remove any kind of offensive or inappropriate content from the Online Course, and to suspend or terminate your access to the Online Course in such an event.
6. **Recommended Products and Services.** From time to time, AilikiFIT may recommend third-party products or services to the Online Community. When we do this, it is because we truly believe our Online Community will benefit from hearing about that product or service. Please also assume that for any product or service we recommend, AilikiFIT receives a small commission. (When this happens, the commission comes from the company selling the product or service recommended, not from you).
7. **Confidentiality.** As previously mentioned, it is essential that all personal and private information shared by members of the Online Community is kept confidential. AilikiFIT will also keep such information private, except for in the following scenarios:
 - 7.1. To provide any necessary or relevant information to a medical or healthcare professional or entity,
 - 7.2. As required by law or court order,
 - 7.3. When there is a risk of imminent danger to yourself or others,
 - 7.4. Where there is a reasonable suspicion that a child or any vulnerable person is in need of protection.
8. **Medical Disclaimer.** You fully understand that AilikiFIT is not a medical or healthcare professional and that the Services and any information, consultation or facilitation provided by AilikiFIT does not constitute medical treatment or advice. You acknowledge and agree that your use of any dietary, lifestyle or wellness recommendations or information is completely voluntary and you are solely responsible for freely choosing to implement them. Regarding any physical or mental health problems, ailments, conditions, eating disorders, or other diseases, you are now being advised that it is your responsibility to obtain competent medical advice from a licensed medical or mental health professional. You understand and agree that any service rendered by AilikiFIT is not designed to diagnose, cure or prevent any disease, pain, deformity, injury, or mental or physical condition of any kind.
9. **No Guarantees.** AilikiFIT does not make any guarantees that your participation in the Online Community will lead to any desired result. Each and every one of us are different. Any recommendations or advice given by AilikiFIT, its affiliates, or other Online Community Members, are for the benefit of the group, but may not apply to each individual equally. You are the only one who can decide if any recommendation is right for you, and you agree that you will take full responsibility for your health decisions.
10. **Not a Client.** Please be aware that joining our Online Community and signing in this agreement does not establish a client/coach relationship between you and AilikiFIT. A client/coach relationship is established upon signing a service agreement and making the required payment under such agreement.

11. **Representations of Other Coaches.** Our Online Community may include a variety of other health and wellness practitioners who have their own ideas, opinions, and advice. Please be aware that AilikiFIT does not necessarily endorse any suggestions or recommendations provided by other practitioners in the Online Community.
12. **Waiver.** Before the Services can begin, you must sign the Waiver Agreement form. Please read it and make sure you understand it. You need to sign that form as well as this Agreement so that I can be absolutely sure you understand and agree to it.
13. **Release of Liability.** In order to foster an Online Community of trust and openness, we must all be able to feel free and comfortable to communicate. By signing this Agreement, you are agreeing to release from liability and waive any and all claims against AilikiFIT, LLC and its members, owners, directors, officers, contractors, employees, affiliates, volunteers, associates, agents, executors, administrators, successors, family members and assigns, as well as the other members of the Online Community (the “**Released Parties**”) with respect to any and all liability and damages incurred during, or in any way associated with, your participation in the Online Community, however caused, including as a result of the **Released Parties**’ negligence. including but not limited to damage to or loss of personal property, personal injuries, death, illness, or any cause of action related to premises liability. You are releasing the Released Parties at your own risk and you agree to forfeit any and all forms of legal recourse which may be available to you, including but not limited to any form of damages, as a result of your participation in the Online Community.
14. **General Legal Provisions. Choice of Laws and Venue.** This Agreement will be governed exclusively by the laws of the State of Texas. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the State of Texas. **Severability.** If any terms or provisions of this Agreement are invalid or unenforceable, the other provisions in the Agreement will remain in full force and effect. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and replaces any prior agreements. **Online Agreement.** The parties agree that this Agreement may be signed electronically or agreed to by having you click “I Agree” (or something similar), the effect of which will be the same as signing by hand.

Thank you kindly for reading the Online Community terms. We look forward to you joining the group!

AGREED and ACCEPTED

Signature

AilikiFIT, LLC
Per: Emily Fulcher, Owner

Date:_____

Signature

Printed Name

Date:_____



ONLINE COURSE AGREEMENT

Why You're Reading This Document

We only communicate one way – openly and honestly. This online course agreement (the “**Agreement**”) outlines our mutual expectations and the terms and conditions for participating in our online courses. If there is anything you are uncomfortable with, please let us know - we want to make sure we are on the same page moving forward.

By signing up for our online course program, you agree to be bound by the following conditions.

1. **Parties.** This Agreement is made between AilikiFIT, LLC, a Limited Liability Company operating out of the State of Texas (“**AilikiFIT**”, “**we**”, “**our**”, and “**us**”) and you, the undersigned (electronically or by hand) or person who has clicked “I Agree” to this Agreement (“**you**” and “**your**”).
2. **The Course.** AilikiFIT is providing you with the beginner-friendly and encouraging online course that you are purchasing, as per this Agreement (collectively the “**Online Course**”). The Online Course includes:
 - 2.1. The course platform is at <https://pensight.com/x/ailikifit>.
 - 2.2. The course details and descriptions are at www.ailikifit.com.
 - 2.3. Base Training for Beginner Triathletes
 - 2.4. Super Sprint Triathlon Training Plan
 - 2.5. Sprint Triathlon Training Plan
 - 2.6. Half Marathon Training Plan
 - 2.7. 10K Training Plan
 - 2.8. 5K Training Plan
 - 2.9. Hydration and Fueling Plans for each option.
3. **Term and Termination.** This Agreement will be binding upon your payment for the Online Course. Once purchased online, you will receive access to the Online Course. You will have access to the Online Course forever, to use in your own time and at your own discretion! Please note that if you violate any of the terms of this Agreement, AilikiFIT may terminate this Agreement effective immediately, and you will not be entitled to any refunds or any continued working relationship with AilikiFIT.
4. **Payment.** Payment for the Online Course is due upon purchase. You agree to pay the price of the Online Course, including the possibility of payments in installments or recurring subscriptions, as advertised through our media and website. All prices and payment costs are in USD.
5. **Recurring Subscriptions.** If your method of payment includes an auto renewal feature (“**Recurring Subscription**”), you authorize AilikiFIT to maintain your account information and charge that account automatically upon the renewal of the Online Course with no further action required by you.
6. **Refunds.** Our refund policy is as follows: All sales are final. Courses are non-refundable and non-transferable.
7. **Payment Failure.** In the event that your payment fails, you will not be able to access any of the information or content of the Online Course. In the event of three failed payments, you understand that AilikiFIT may contract a collection agency to collect the money from you.

- 8. Breaking Payment Plans.** In the event that you break our agreed-upon payment plan, you will be charged 0% of the total course price for every month you either pause or discontinue your payment plan.
- 9. Individual Login Access.** Any passwords and user IDs used to access the Online Course as part of this Agreement are for your individual use only. You are responsible for the security of your password and user ID and for all activities that occur under your user ID and password. You agree to notify us or the third-party operator immediately of any unauthorized use of your password or account or any other breach of security. AilikiFIT will be entitled to monitor passwords and user IDs and, at its discretion, require you to change passwords. You further agree that AilikiFIT will not be responsible for the unauthorized use of your profile by any other person and is under no obligation to confirm the actual identity of any password or user ID. AilikiFIT cannot and will not be liable for any loss or damage arising from your failure to comply with these provisions. Should you violate this provision or any other provision in this Agreement, AilikiFIT reserves the right to immediately revoke your access to the Online Course and block your access to the website or online program without providing any refund.
- 10. Your Conduct.** You are solely responsible for all videos, images, information, or other data you upload, publish, or otherwise use via the Online Course. AilikiFIT reserves the right to remove any kind of offensive or inappropriate content from the Online Course and to suspend or terminate your access to the Online Course in such an event.
- 11. Interactions in the Course.** You are responsible for your own actions and interactions with any other user in connection with the Online Course. AilikiFIT will have no liability or responsibility in this regard, however we reserve the right, but have no obligation, to become involved in any way with disputes between you and any other users.
- 12. No Guarantees.** As this is an independent study arrangement, it is up to you what you get out of the Online Course. No guarantees can be made for the results of this program.
- 13. Ownership of Intellectual Property.** All materials provided in connection with this Agreement, including without limitation, written or printed documents, photographs, audio and video recordings and software programs, and all copies and derivative works relating thereto (the “**Course Materials**”), are and will remain the sole and exclusive property of AilikiFIT. You have a limited, non-exclusive right to use the Course Materials to the extent necessary to complete the Online Course. You are not permitted to share your login information with friends to access the course material for free, create a photocopy or reproduce the Course Materials in any way to give it or sell it to anyone, create your own online program or provide it to someone who intends to do so.
- 14. Loss of Access.** AilikiFIT retains the right to revoke your access to the Online Course and any Course Materials in the event that you do not make your payments or if you steal any of our intellectual property, or engage in inappropriate or offensive conduct. Access suspension due to non-payment will be restored once you pay your full amount owing.
- 15. Third Parties.** You are prohibited from sharing any information you receive through the Online Course with any third parties, without our consent. In the event that you do share any information regarding the Online Course, AilikiFIT will exercise our full legal rights to remedy the situation.
- 16. Limitation of Liability.** AilikiFIT makes no representations or warranties of any kind, express or implied, with respect to the Online Course or Course Materials, including, without limitation, any warranty, fitness for a particular purpose, title or non-infringement of third-party rights, and AilikiFIT hereby expressly disclaims the same.
- 16.1. In no event will AilikiFIT be liable for special, incidental, indirect or consequential damages (including, without limitation, lost profits or revenues), or other liability arising out of or in connection with this Agreement, regardless of the form of action, whether AilikiFIT has been advised, or otherwise might have anticipated the possibility of such damages.
- 17. General Indemnity.** You hereby fully indemnify AilikiFIT, LLC and any of its members, directors, officers, employees, contractors, volunteers, agents, executors, administrators, successors, family members and

assigns (the “**Indemnified Parties**”) and save harmless the Indemnified Parties from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Party may sustain, incur or suffer at any time, which are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by you in your use of the Online Course, provided that where AilikiFIT has contributed to such liability by its own negligent conduct, your indemnity obligation will be limited proportionately.

- 18. Waiver.** Before you participate in our Online Course, you must sign our Waiver Agreement form if we send it to you. Please read it and make sure you understand it. You need to sign that form as well as this Agreement so that we can be absolutely sure you understand and agree to it.
- 19. Standard Legal Things. Choice of Laws and Venue.** This Waiver will be governed exclusively by the laws of the State of Texas. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the State of Texas. **Severability.** If any provisions of this Agreement are invalid or unenforceable, the other provisions in the Agreement will remain in full force and effect. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and replaces any prior agreements. **Waiver of Breach.** The waiver by AilikiFIT, LLC of any breach by you of any provision of this Agreement will not be taken to be a waiver of any further breaches by you. **Notice.** For the purpose of this Agreement, e-mail or text will suffice for written notice when required as set out above. **Headings.** The headings used in this Agreement are for stylistic purposes only, and none of the content in the headings is intended to be legally binding. **Counterparts.** This agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. **Online Agreement.** We agree that this Agreement may be signed electronically or agreed to by having you click “I Agree”, the effect of which will be the same as if we signed the Agreement by hand and the intention of which is that both parties desire to be bound by all the terms of the Agreement.

SOCIAL MEDIA DISCLAIMER

Hey there! Thanks so much for following along with our social media. We want to be clear about some limitations of our social media content so that we can all be on the same page. The purpose of this Social Media Disclaimer is to inform you of those limitations, and to let you know other important details about our social media content.

This Social Media Disclaimer applies to all of AilikiFIT's social media content, including but not limited to:

- A. Instagram: @ailikifit
- B. TikTok: @ailikifit
- C. Facebook (page): <https://www.facebook.com/Ailikifit>
- D. Facebook (group): <https://www.facebook.com/groups/250560624248746>
- E. LinkedIn: <https://www.linkedin.com/company/ailikifit>
- F. Geneva: <https://links.geneva.com/invite/2d29539d-c30f-4c80-b41a-58a20b19fd23>

Please note that while we try to keep this Social Media Disclaimer as current as possible, we may come out with a new social media account before we update this document. If you come across one of our social media accounts, but don't see it listed here, please understand that this disclaimer still applies.

1. **Not Personalized Information or Medical Advice.** We provide content on our social media for your benefit. That said, the information provided is not specifically customized for you. Everybody is different, so what we suggest or highlight on our social media may not be right for you. Also, the information we provide isn't medical advice. Nothing on our social media is designed to diagnose, treat, cure, or prevent any physical or mental disease or injury. When making decisions about your health, it is always best to consult a variety of sources, obtain personalized info, and consult your doctor or other medical professional when appropriate.
2. **Qualifications.** We hold the following professional qualifications and certifications: ACE Certified Personal Trainer, B.S. in Kinesiology from Texas A&M University 2008.
3. **Scope of Practice.**
 - a. Here is what we will be doing together: I train clients for triathlon and running events using my time-based training plans. I train in person and online.
 - b. Here is what we will not be doing together: I do not offer nutritional advice, counseling services, physical therapy, supplement advice and I am not in place of a doctor, dietician, nutritionist, or physical therapist.
4. **Release of Liability.** It is your choice whether to engage with our social media; and your health decisions are your responsibility. By viewing or interacting with our social media, you agree to release, hold harmless, and waive any claims against AilikiFIT, its officers, members, directors, employees, contractors, or affiliates with regard to any of our social media content, or any injury or other damages you may sustain in relation to such content.

For example, if we suggest a certain food or supplement, you try it, and it turns out you had an unknown allergy, you agree not to sue us. Or if we post an exercise and you try to follow along and hurt yourself, you agree not to sue us. These are only two examples out of millions of types of lawsuits, and we cannot list them all. The bottom line is that you agree not to sue us for any reason with respect to our social media. If you do not agree with this, please do not interact with our social media content.
5. **Affiliate Links.** We may choose to post a recommendation or link to a product or service we like. When we do so, please assume that we are compensated when our readers click on the link or purchase the product or service. We only post about things that we believe in and feel would be a benefit to you.

6. **Not Approved by the FDA.** Just because we post about a product or service, that does **not** mean it has been evaluated or approved by the FDA or any other regulatory body. In fact, it is best to assume that it has not been evaluated or approved, unless we specifically state otherwise.
7. **Reach Out.** Please feel free to connect with AilikiFIT to ask us any questions. All communications should be directed to emily@ailikifit.com.

DISCLAIMER

This Disclaimer (the “**Disclaimer**”), in concert with our Terms and Conditions and Privacy Policy determine the rules of how you can use this Site and any of AilikiFIT’s social media profiles, and how you access our content and services, either as a paying customer or simply a website visitor.

1. **Qualifications.** AilikiFIT and its operators may hold the following qualifications and professional certifications related to AilikiFIT: ACE-certified personal trainer and B.S. of Kinesiology from Texas A&M University. AilikiFIT makes no representations to hold any other qualifications or representations outside of this.
2. **Not Professional Advice.** Nothing shared on this Site by AilikiFIT is professional advice. This is simply a compilation of content and services that AilikiFIT is providing. Please seek professional advice before engaging with our services, and clearly understand that AilikiFIT’s services are not a substitute for professional advice or diagnosis.
 - 2.1. Any information we share that deals with nutrition, hydration, food or eating has been provided to us by a certified nutritionist with the following qualifications: Registered Sports Dietitian.
3. **Video Disclaimer.** In engaging with the content and videos shared on AilikiFIT’s Site and other platforms, including YouTube, you hereby release AilikiFIT from any liability related to any injuries or issues that may arise from engaging with, participating in, or viewing this content. **YOU ARE RESPONSIBLE FOR YOUR OWN ACTIONS WHEN ACCESSING THIS CONTENT.** This content is posted for educational and informational purposes only and is not tailored to you specifically in any way. Please note that this content is simply AilikiFIT’s interpretation and approach, and AilikiFIT makes no representations about its efficacy and does not promise or guarantee any specific results. Please feel free to connect with AilikiFIT to ask us any questions. All communications should be directed to emily@ailikifit.com.
4. **Social Media.** This Disclaimer applies to AilikiFIT’s Site, content, services, and all social media. Specifically:
 - 4.1. Instagram: [@ailikifit](https://www.instagram.com/ailikifit)
 - 4.2. TikTok: [@ailikifit](https://www.tiktok.com/@ailikifit)
 - 4.3. Facebook (page): <https://www.facebook.com/Ailikifit>
 - 4.4. Facebook (group): <https://www.facebook.com/groups/250560624248746>
 - 4.5. LinkedIn: <https://www.linkedin.com/company/ailikifit>
 - 4.6. Geneva: <https://links.geneva.com/invite/2d29539d-c30f-4c80-b41a-58a20b19fd23>
5. **No Guarantees.** You understand that AilikiFIT makes no guarantees whatsoever regarding any results based on any action or inaction based on the information we share or services we provide through the Site. At the end of the day, we will not be responsible or make any promises about what will happen in your life and health.
6. **Intention.** The intention of the information we share and post on the Site is for informational and promotional purposes only.
7. **Affiliate Links.** Please assume that, for every recommendation, link, and product we use, the following holds true: we have been given a product (e.g., tool, supplement, food, software, technology, clothes, equipment, etc.) that we thought may be of interest to our readers to test and write about. After we do our own research and decide this item is of value to ourselves, our community, or our clients, we choose to promote that item, and we may get compensated for it. We only mention items that we believe in and feel would be a benefit to you.
8. **Not a Client.** By accessing and using the Site, no client-professional relationship is created between you and AilikiFIT. You will only be a client once we enter into an agreement regarding the services or when you sign a contract that we send to you, thereby officially creating a professional-client relationship. We hope to work with you soon, but you are not a client until we sign an agreement. By continuing to use the Site, you acknowledge that for the moment, we are just pals.
9. **Mistakes.** We are committed to doing our best. All the content we put on the Site is intended to be as accurate as possible and as helpful as possible in providing you our content and

services. That being said, please understand that we are human and can make mistakes, and there is a chance (albeit very small) that information on the Site may be inaccurate. If this happens, we will rectify it as soon as it comes to our attention! We will never intentionally mislead you and we are committed to providing you with the best content and services. If you have any issues with this, you are always welcome to stop using the Site.

10. **No Warranties.** AilikiFIT makes no promises that the Site or third-party programs we use to offer our services and products will always be operational. If something goes wrong, obviously, we'll do everything we can to fix it ASAP. We also make no representations or warranties of any kind around any of the content we produce or share on the Site. To the maximum extent permissible by State of Texas laws, AilikiFIT disclaims all warranties regarding all information, products and services offered on or through the Site.
11. **Reach Out.** Please feel free to connect with AilikiFIT to ask us any questions. All communications should be directed to emily@ailikifit.com.

With Love,

AilikiFIT