

Terms And Conditions

Agreement between User and fitnessculture.com

Company Name: Big B Fitness Culture

Customer Support Email: info@bigbfitnessculture.com

Customer Support Phone Number: (435) 632-0775

Welcome to fitnessculture.com. The fitnessculture.com website (the "Site") is composed of various web pages operated by Brooksby Enterprises ("Fitness Culture"). fitnessculture.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of fitnessculture.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference. fitnessculture.com is an E-Commerce Site.

Fitness Culture provides online sale of gym membership, personal training, dietary supplements, and free information regarding health and fitness.

Privacy

Your use of fitnessculture.com is subject to Fitness Culture's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

You may also click this link and it will take you directly to our Privacy Policy

<https://gym.fitnessculture.com/privacy-policy>

Electronic Communications

Visiting fitnessculture.com or sending emails to Fitness Culture constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and text message, satisfy any legal requirement that such communications be in writing. To opt out of text messaging simply reply "STOP" or send us an email to info@bigbfitnessculture.com. **Message frequency:** Clients that enroll may receive daily messaging in regards to special promotions or updates on their account.

Pricing Disclosure

All prices listed on our website are subject to change without prior notice, and may vary depending on factors such as current market conditions, product availability, and applicable taxes. We reserve the right to adjust pricing at any time, and will notify customers of significant price changes via email where possible

Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Fitness Culture is not responsible for third party access to your account that results from theft or misappropriation of

your account. Fitness Culture and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Children Under Thirteen

Fitness Culture does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use fitnessculture.com only with permission of a parent or guardian.

Cancellation/Refund Policy

You may cancel your service at any time. Refunds or exchanges will be given for supplements if still sealed. All sales on personal training are final.

Links to Third Party Sites/Third Party Services

fitnessculture.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Fitness Culture and Fitness Culture is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Fitness Culture is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Fitness Culture of the site or any association with its operators.

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No Unlawful or Prohibited Use/Intellectual Property

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International Users

The Service is controlled, operated and administered by Fitness Culture from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Fitness Culture Content accessed through fitnessculture.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Fitness Culture, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Fitness Culture reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Fitness Culture in asserting any available defenses.

Liability Disclaimer

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Termination/Access Restriction

Fitness Culture reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Idaho and you hereby consent to the exclusive jurisdiction and venue of courts in Idaho in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and The Fitness Culture as a result of this agreement or use of the Site. Fitness Culture's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of The Fitness Culture's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Fitness Culture with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Fitness Culture with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Fitness Culture with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Fitness Culture reserves the right, in its sole discretion, to change the Terms under which fitnessculture.com is offered. The most current version of the Terms will supersede all previous versions. Fitness Culture encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Fitness Culture welcomes your questions or comments regarding the Terms:

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