

Defined Personal Training Terms of Service ("Agreement")

Please read these Terms of Service ("Agreement", "Terms of Service") carefully before using www.definedpersonaltraining.com ("the Site") operated by Defined Personal Training ("us", "we", or "our"). This Agreement sets forth the legally binding terms and conditions for your use of the Site at www.definedpersonaltraining.com.

By accessing or using the Site in any manner, including, but not limited to, visiting or browsing the Site or contributing content or other materials to the Site, you agree to be bound by these Terms of Service. Capitalized terms are defined in this Agreement.

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Defined Personal Training without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

NO WARRANTIES OF ANY KIND (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE GIVEN WITH RESPECT TO THE PROPRIETARY INFORMATION DISCLOSED OR USED UNDER THIS AGREEMENT, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER DAMAGES ARISING OUT OF OR CAUSED BY DEFECTS OR DEFICIENCIES IN THE PROPRIETARY INFORMATION OF EITHER PARTY, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.

Intellectual Property

The Site and its original content, graphic, images, videos, features and functionality are owned by Defined Personal Training and are protected by international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

Links To Other Sites

Our Site may contain links to third-party sites that are not owned or controlled by Defined Personal Training.

Defined Personal Training has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party sites or services. We strongly advise you to read the terms and conditions and privacy policy of any third-party site that you visit.

Governing Law

This Agreement (and any further rules, policies, or guidelines incorporated by reference) shall be governed and construed in accordance with the laws of the United States (USA) and Michigan without giving effect to any principles of conflicts of law.

Termination

We may terminate your access to the Site, without cause or notice, which may result in the forfeiture and destruction of all information associated with you. All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Changes To This Agreement

We reserve the right, at our sole discretion, to modify or replace these Terms of Service by posting the updated terms on the Site. Your continued use of the Site after any such changes constitutes your acceptance of the new Terms of Service.

Please review this Agreement periodically for changes. If you do not agree to any of this Agreement or any changes to this Agreement, do not use, access or continue to access the Site or discontinue any use of the Site immediately.

If you have any questions about this Agreement, please contact us.

Website: www.definedpersonaltraining.com

Phone: 248-798-4400

Arbitration

For any disputes or discrepancies you may have with Defined Personal Training, you agree to first contact us and attempt to resolve the dispute with us informally. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitrator shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.

All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copy no later than 30 days after the notice of arbitration is served.

The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

Copyright and trademark notices

All contents of the www.definedpersonaltraining.com website are Copyright © 2014 Defined Personal Training and/or its suppliers, affiliates and partners. All rights reserved.

Disclaimer: The images, products, services and all included content are provided on an "as is" basis without warranty of any kind, whether express or implied and shall remain under Defined Personal Training possession unless agreed upon by Defined Personal Training and user/client.

DEFINED PERSONAL TRAINING SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

Defined Personal Training takes no responsibility and assumes no liability for any User Content that you or any other user or third party posts or transmits using our images, products or services. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose.

Trademarks

Defined Personal Training™ and www.definedpersonaltraining.com™ is registered trademark of Defined Personal Training. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

No

Waiver.

No waiver of any term of these Terms shall be deemed a further continuing waiver of such term or any term, and Defined Personal Training's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

Notices and procedure for making claims of copyright infringement

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE ABOVE PROCEDURE WILL RECEIVE NO RESPONSE.

This Agreement was last modified on May 24, 2015.

Defined Personal Training Privacy Policy

We, Defined Personal Training, know that protecting your private information is our priority. This Statement of Privacy applies to the www.definedpersonaltraining.com and Defined Personal Training and governs data collection and usage. For the purposes of this Privacy Policy, unless otherwise noted, all references to Defined Personal Training include www.definedpersonaltraining.com. By using the Defined Personal Training website, you consent to the data practices described in this statement.

Collection of your Personal Information

Defined Personal Training may collect personally identifiable information such as your name. If you purchase Defined Personal Training' products and services, we collect billing and credit card information. This information is used to complete the purchase transaction. Defined Personal Training may also collect anonymous demographic information, which is not unique to you, such as your age, gender, household income, political affiliation, race and religion. We may gather additional personal or non-personal information in the future.

Information about your computer hardware and software may be automatically collected by Defined Personal Training. This information can include: your IP address, browser type, domain names, access times and referring website addresses. This information is used for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the Defined Personal Training website.

Data in our Logs. When you use Defined Personal Training or go to a webpage or use an app that has Defined Personal Training features (like our "Share It" button), our system automatically records that information ("data in our logs") including information that your internet browser sends whenever you search a website or your mobile application sends when you're using it going to and from different applications. The data in our logs may also include your IP address, the address of the most recent web pages you've visited that had Defined Personal Training features, browser type and settings, the date and time of your request, how you used Defined Personal Training, and cookie data.

Defined Personal Training encourages you to review the privacy statements of the websites you choose to link to from Defined Personal Training is not responsible for the privacy statements of other content on websites outside of the Defined Personal Training website.

Use of your Personal Information

Defined Personal Training collects and uses your personal information to operate its website(s) and deliver the services you have requested.

Defined Personal Training may also use your personally identifiable information to inform you of other products or services from Defined Personal Training and its affiliates, Defined Personal Training may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered.

Defined Personal Training does not sell, rent, lease its customer lists to third parties.

Defined Personal Training may share data with trusted partners to help perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services Defined Personal Training, and they are required to maintain confidentiality of your information.

Defined Personal Training may keep track of the websites and pages our users visit within Defined Personal Training, in order to determine what Defined Personal Training services are the most popular. This data is used to deliver customized content and advertising within Defined Personal Training to customers whose behavior indicates that they are interested in particular subject area.

Defined Personal Training will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conformed to the edicts of the law or comply with legal process served on Defined Personal Training or the site; (b) protect and defend the rights or property of Defined Personal Training; and (c) act under exigent circumstances to protect the personal safety of users of Defined Personal Training, or the public.

Use of Cookies

The Defined Personal Training website may use “cookies” to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or to deliver viruses to your computer. Cookies are uniquely assigned to you, and only be read by a web server in the domain that used the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize Defined Personal Training pages, or register with Defined Personal Training site or services, or cookie helps Defined Personal Training to recall your specific information on subsequent visits, this simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same Defined Personal Training website, the information you previously provided can be retrieved, so you can easily use the Defined Personal Training features that you customized.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the Defined Personal Training services or websites you visit.

Children Under Thirteen

Defined Personal Training does not knowingly collect personally identifiable information from children under the age of thirteen. If you are under the age of thirteen, you must ask your parent or guardian for permission to use this website.

Compliance with children’s online privacy protection act

www.definedpersonaltraining.com understands Google along with all other web browsers must adhere to any and all laws, of any and all States with the United States and abroad when anyone under the age of 18 years old is involved. www.definedpersonaltraining.com is law compliant. www.definedpersonaltraining.com does not hire children to perform any work on this web property or for the company itself. Children are not allowed to peruse, join, read, write or co-join this website.

Children is defined as a person under the age of 18 years age, no matter if they are emancipated or not, or they are the ward of court jurisdictions. Children are not allowed to contract, therefore, may not purchase services and or products from www.definedpersonaltraining.com.

CAN SPAM Act

The CAN-SPAM Act is a law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have emails stopped from being sent to them, and spells out tough penalties for violations.

We collect your email address in order to:

- Send information; respond to inquiries, and/or other requests or questions.
- Process orders and to send information and updates pertaining to orders
- We may also send you additional information related to your product and/or service.
- Market or continue to send emails to our clients after the original transaction has occurred

To be in accordance with CANSPAM we agree to the following:

- NOT use false or misleading subjects or email addresses
- Identify the message as an advertisement in some reasonable way
- Include the physical address of our business or site headquarters
- Monitor third party email marketing services for compliance, if one is used.
- Honor opt-out/unsubscribe requests quickly
- Allow users to unsubscribe by using the link at the bottom of each email

Fair Information Practices

The Fair Information Practices Principles form the backbone of privacy law in the United States and the concepts they include have played a significant role in the development of data protection laws around the globe. Understanding the Fair Information Practice Principles and how they should be implemented is critical to comply with the various privacy laws that protect personal information.

In order to be in line with Fair Information Practices we will take the following responsive action, should a data breach occur:

We will notify the users via email

- Within 7 business days

We will notify the users via in site notification

- Within 7 business days

We also agree to the individual redress principle, which requires that individuals have a right to pursue legally enforceable rights against data collectors and processors who fail to adhere to the law. This principle requires not only those individuals have enforceable rights against data users, but also that individuals have recourse to courts or a government agency to investigate and/or prosecute non-compliance by data processors.

Opt-Out & Unsubscribe

We respect your privacy and give you an opportunity to opt-out of receiving announcements of certain information. Users may opt-out of receiving any or all communications from Defined Personal Training by contacting us here:

Website: www.definedpersonaltraining.com

Changes to this Statement

Defined Personal Training will occasionally update this Statement of Privacy to reflect company and customer feedback. Defined Personal Training encourages you to periodically review this Statement to be informed of how Defined Personal Training is protecting your information.

Your acceptance of these terms

By using this Site, you signify your acceptance of this policy and Terms of Service. If you do not agree to this policy, please do not use our Site. Your continued use of the Site following the posting of changes to this policy will be deemed your acceptance of those changes.

Contact Information

Defined Personal Training welcomes your questions or comments regarding this Statement of Privacy. If you believe that Defined Personal Training has not adhered to this Statement, please contact us at:

Website: www.definedpersonaltraining.com

Phone: 248-798-4400

Effective as of May 24, 2015