

TERMS AND CONDITIONS

Last Updated: February 13, 2025

1. AGREEMENT TO TERMS

Welcome to Immediate Action Plan ("Company", "we", "us", or "our"). These Terms and Conditions ("Agreement") govern your access to and use of our strength and conditioning programs and 1:1 coaching services through Beyond the Whiteboard.

By signing up for our services, you ("Client", "Customer", or "User") agree to be bound by this Agreement.

If you do not agree, do not use our services.

2. PROGRAM DESCRIPTION & SUBSCRIPTION TERMS

Immediate Action Plan offers:

- ✓■ Immediate Action Plan – Tactical fitness programming
- ✓■ Load & Go – Functional training in 30-45 minutes
- ✓■ Foundations – Fundamentals-based fitness program
- ✓■ Individualized Coaching – 1:1 coaching tailored to Client's goals

Each program includes:

- ✓■ 5-6 training days per week
- ✓■ Warm-up, strength, conditioning, accessory work, and mobility
- ✓■ Progress tracking via Beyond the Whiteboard

Subscription Terms:

- \$25/month subscription includes access to all three programming tracks.
- 7-day free trial, after which the subscription auto-renews monthly unless canceled.
- Cancellation must be requested in writing to info@immediateactionplan.com at least **7 days before the next billing cycle.**

3. CLIENT RESPONSIBILITIES & DISCLAIMERS

Health & Medical Disclaimer:

The Company is NOT a licensed healthcare provider, including but not limited to:

- Medical Doctor
- Nurse
- Registered Dietitian
- Physical Therapist
- Occupational Therapist
- Chiropractor
- Psychologist/Psychiatrist
- Athletic Trainer
- Kinesiologist
- Licensed Therapist
- Certified Strength and Conditioning Specialist (CSCS)

The Client acknowledges that:

- This program is for informational purposes only.
- The Company does not diagnose, treat, or cure any medical conditions.
- Participation is at the Client's own risk, and it is their responsibility to consult a medical professional before starting the program.
- If the Client has a pre-existing injury, illness, or medical condition, they must obtain clearance from a healthcare provider before participating.

By signing up, the Client waives any claims against the Company for injuries, illnesses, or other medical issues arising from the program.

4. PAYMENT & BILLING

- Payments are processed via Stripe, a third-party service.
- The Client authorizes Stripe to process recurring monthly charges unless canceled as per Section 2.
- The Client is responsible for keeping payment information updated to avoid disruptions.

- If a payment fails, the Client may lose access to the program until payment is received.

5. REFUND POLICY

- All payments are final.
- No refunds or prorated refunds are offered once a payment has been processed.
- The Client remains responsible for all payments due under this Agreement.
- Refunds are subject to the sole discretion of [Insert Name].
- If the Client fails to provide a minimum of one week's notice before canceling, they will be charged for the next billing cycle.

6. TERMINATION

The Company reserves the right to terminate a Client's access to the program or coaching services if:

- The Client violates this Agreement.
- The Client engages in fraudulent, abusive, or inappropriate conduct.
- The Company ceases to offer its services.

Upon termination, the Client remains responsible for outstanding payments.

7. NON-DISCLOSURE & CONFIDENTIALITY

The Client agrees not to share, distribute, or reproduce any program materials, including:

- Training methodologies
- Coaching strategies
- Proprietary content from Immediate Action Plan

Unauthorized distribution will result in legal action.

The Client is responsible for keeping login credentials confidential and may not share access with others.

8. INTELLECTUAL PROPERTY RIGHTS

- All materials are the exclusive property of the Company and protected by copyright laws.
- The Client receives a limited, non-transferable license for personal use only.
- The Client may not copy, share, resell, or distribute any program content.
- Any unauthorized reproduction or redistribution may result in legal consequences.

9. INDEMNIFICATION & LIMITATION OF LIABILITY

- The Client agrees to hold the Company harmless from any claims related to injuries, illnesses, or damages arising from participation.
- The Company is not responsible for injuries, medical conditions, or losses that occur during or after participation.
- The Company is not liable for third-party service failures (e.g., Beyond the Whiteboard outages).
- Liability is limited to the total amount paid by the Client for the most recent subscription period.

10. FORCE MAJEURE

The Company shall not be held liable for delays, service interruptions, or failures due to events beyond its control, including:

- Natural disasters
- Power outages
- Internet failures
- Third-party service disruptions
- Government regulations

11. GOVERNING LAW & DISPUTE RESOLUTION

- This Agreement is governed by the laws of Ontario, Canada.
- Any disputes will be resolved under the Arbitration Act of Ontario.
- Arbitration will be held in Ontario, Canada, and will be binding.
- The Client waives the right to participate in class-action lawsuits.

12. THIRD-PARTY SERVICES (BEYOND THE WHITEBOARD)

- The Company does not own or control Beyond the Whiteboard.
- The Client must comply with Beyond the Whiteboard's terms of service.
- The Company is not responsible for disruptions or failures in Beyond the Whiteboard's service.

13. ELECTRONIC CONSENT & EXECUTION

- By signing up, the Client agrees to be bound by these Terms and Conditions.

- Clicking "I Agree" or using the services constitutes legal acceptance of this Agreement.
- This Agreement is enforceable even without a physical signature.

CONTACT INFORMATION

For privacy-related inquiries, contact us at:

■ info@immediateactionplan.com

■ [Insert Business Address if Required]