

THE FLYING FITNESS PROGRAM TERMS OF BUSINESS FOR THE SALE OF FITNESS AND NUTRITION PLANS WORLDWIDE

INTRODUCTION

- These are the Terms of Business which govern our sales of fitness and nutrition plans (Plans).
- They should be read in conjunction with our website terms of use and our privacy policy, both of which can be found on our website.
- This constitutes a legal agreement between us and you. Please read it carefully.
- Please note that we do not provide medical advice. When following our Plans you are doing so at your own risk, and you must take full responsibility for the effects on your body that you may experience along the way. Any guidance we may provide is no substitute for professional medical or physiotherapy advice. Always ask your GP if in doubt.
- The Plans are not appropriate for you if you have any of the conditions or illnesses listed in clause 7.2 below, or if you are under 18.

1. INFORMATION ABOUT HOW TO CONTACT US

1.1 Who we are. We are The Flying Fitness, a company founded by Abby Moldenhauer in Amarillo Texas.

1.2 How to contact us. You can contact us by email to admin@flyingfitnesstx.com or by post to 3708 Business Park Dr. Amarillo Tx 79110.

1.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

1.4 “Writing” includes emails. When we use the words “writing” or “written” in these terms, this includes emails.

2. THE PLANS

2.1 Nature of the Plans. All the meals contained within all Plans are suggested and no set plans will be given, unless you have specifically paid for this service and therefore new recipes will not be created upon request.

2.2 Our ethos. The program has been created in line with our own unique formula. Our ethos is sustainability and enjoyment of food, which is tracked and calculated using your own unique macros and calories, to create a specific outcome, determined by you. Therefore, we do not pre-determine nutritional values for you. This is your responsibility, unless you have expressly paid for this service.

2.3 Allergies. If you notify us of an allergy or intolerance you will be provided with advice on how to remove or replace most ingredients included in the Plan. Please note, however, that you are responsible for all your own food and health choices pertaining to this.

2.4 The Protein Works products. If you choose to purchase any The Protein Works supplements, please note that is a separate agreement between you and The Protein Works, and we give no promises in respect of that product. Please see our Affiliate Disclosure (#18).

2.5 Physical training. The training routines contained within the Plans are also pre-set. However you can modify to accommodate injury or illness as you wish. You will receive details on the exact structure to follow; meaning the duration, repetition, range and amount of sets. This also includes guidance or correct lifting techniques through video links. Due to strength being such an individual consideration, weight on the resistance training section will never be specified and this is something you will have to discover through carrying out the exercises.

2.6 You must submit the correct information. Once your chosen Plan begins, you will be in complete control of the results. In order to achieve success with this program you need to stick to it 100%: this includes meal portions, meal timings, training, alcohol consumption and eating out.

2.7 Photos. The photos you provide will need to be taken in swimwear or equivalent so that body composition can be assessed. Please note that we take privacy extremely seriously, and we take all reasonable precautions to ensure that these photos are stored securely. Nevertheless, we recommend that you to anonymize the photos provided to us by, for example, cropping your face (e.g. either taking a photo of your neck down or cropping the image using a photo editing application before you upload it). This will assist us in preserving your privacy should a security breach occur.

2.8 Timing. Once you purchase the program you have 18 months to complete it. The Plan is valid for 18 months from the initial order and needs to be completed within this timeframe. After this time you will still have access to the plan, but cannot make any claims associated with it.

3. PLAN SUPPORT: OFFICE HOURS

3.1 Our support coach 'heroes' are on hand to answer any of your questions or queries as follows:

(a) Monday to Thursday: 9a-9p Central USA

(b) Friday: Central USA

(c) Saturday: Closed

(d) Sunday: Closed

(e) USA Bank Holidays: Closed

(f) Christmas and New Year: Office closure will be made available 14 days in advance.

3.2 In the event of staff training and office closure you will be notified 14 days in advance. In these instances our live chat service may be unavailable, however our messaging service will be available with your message answered soon after. Please note the production of Plans will remain in place and not be affected.

4. KEEP YOUR ACCOUNT DETAILS SAFE

4.1 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

4.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Business.

4.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us.

5. HOW YOU MAY USE MATERIAL WE PROVIDE

5.1 We are the owner or the licensee of all intellectual property rights in our Plans. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

5.2 You must not use any part of the content of the Plans for any purpose other than your personal fitness and nutrition.

6. PROVIDING CONTENT

6.1 We will keep your private information confidential. You may provide us with private information, such as health information and photos, as part of your participation in a Plan. We will take all reasonable precautions to ensure

that all such information is stored securely and kept confidential. Please also see our privacy policy.

6.2 We may ask your permission to publish the photos. We may contact you to ask permission to publish the photos. We will always do this in writing, and, if we get your express written approval, you grant us the right to publish those photos, share them with the public and use them in any way whatsoever, including commercial uses, in perpetuity.

7. OUR CONTRACT WITH YOU

7.1 When the contract for a purchase of a Plan comes in force. When you tick the box confirming that you accept these Terms of Business and then click the 'PLACE ORDER' button and make your payment, you are making an offer to purchase the Plan. A legally binding contract is formed when we have sent you a confirmation email that your order has been accepted.

7.2 We may refuse to sell a Plan for medical reasons. Our policy is that we will not provide fitness or nutrition plans if, by way of example, you are suffering an illness, injury or condition, such as cancer, HIV/AIDS, gastric band, heart, lung, liver, kidney or other organ disease, anorexia, bulimia. Our Plans are not appropriate for pregnant women, children under 18 or adults over 65.

7.3 You must be in good health. You confirm that you are in good physical condition and know of no medical or other reason why you should not engage in any form of exercise.

7.4 Our Plans are primarily aimed at customers in the USA. We reserve the right to reject any orders of Plans from outside the USA. If we do so, you will be given a full refund.

8. PROVIDING THE PLAN

8.1 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the Plan to you. If you do not give us this information within a reasonable time of us asking for it,

or if you give us incomplete or incorrect information, we may either end the contract (and clause 11.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Plan late or not supplying any part of it if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

8.2 Reasons we may suspend the supply of the Plan to you. We may have to suspend the supply of a Plan to:

- (a) deal with technical problems or make minor technical changes; or
- (b) update the Plan to reflect changes in relevant laws and regulatory requirements; or
- (c) make changes to the Plan as requested by you or notified by us to you.

8.3 Your rights if we suspend the supply of Plan. We will contact you in advance to tell you we will be suspending supply of the Plan, unless the problem is urgent or an emergency. If we have to suspend the provision of the Plan for longer than one week in any 90 day period we will adjust the price so that you do not pay for Plan while it is suspended. You may contact us to end the contract for a Plan if we suspend it, or tell you we are going to suspend it, in each case for a period of more than two weeks and we will refund any sums you have paid in advance for the Plan in respect of the period after you end the contract.

8.4 We may also suspend supply of the Plan if you do not pay. If you do not pay when you are supposed to and you still do not make payment within three days of us reminding you that payment is due, we may suspend supply of any elements of the Plan until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply. We will not suspend the Plan where you dispute the unpaid invoice (see clause 13.8). We will not charge you for the Plan during the period for which it is suspended. As well as suspending the Plans we may also charge you interest on your overdue payments (see clause 13.6).

9. YOUR RIGHTS TO END THE CONTRACT

9.1 Rights and exclusions. You have the right to end the contract in certain circumstances. However, these are subject to certain important exclusions, which are set out below. Please check these carefully.

9.2 If you have opted to pay by instalments: you may not terminate the plan after the 14 day cooling off period. Your payments will be collected on a monthly basis, from the date of purchase until the program is paid in full.

1. If you have just changed your mind about the Plan you may request to cancel your membership within 14 days of the order.
2. If you have opted to pay by monthly instalments: you may not terminate the plan after the 14 day cooling off period. Your payments will be collected on a monthly basis, for a further 11 months from the date of purchase.
3. If you want to end the contract because of something we have done or have told you we are going to do, see clause 9.3;

(d) If you are ill or injured and cannot complete the Plan, you are still contracted to pay for it. You have lifetime access to the plan and it can be modified to suit your needs when you are back to full health.

9.3 Ending the contract because of something we have done or are going to do. If:

(a) we have told you about an upcoming change to the Plan;

(b) we have told you about an error in the price or description of the Plan you have ordered and you do not wish to proceed;

(c) we have suspended supply of the Plans for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than a week; or

(d) you have a legal right to end the contract because of something we have done wrong, you may end the contract and we will refund you in full for any cycles of the Plan which have not been provided.

9.4 Ending a contract prior to the expiration of a trial offer. To cancel a free trial, you must write to admin@flyingfitnesssx.com BEFORE the trial period expires. (See Clause 10)

10. HOW TO END THE CONTRACT WITH US

10.1 Tell us you want to end the contract. If you are entitled to end the contract with us (see clause 9) and wish to do so, please let us know by doing one of the following:

(a) Email. Email customer services as set out above.

(b) Online. Complete the 'Contact' form on our website.

(c) By post. Or simply write to us at the address above, including details of what you bought, when you ordered or received it and your name and address.

10.2 Where applicable, we will refund you the price you paid for the Plans including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

10.3 If your refund is authorised. We will make any refunds due to you as soon as possible, and in any event within 14 days of us receiving notice that a refund is due.

11. OUR RIGHT TO END THE CONTRACT

11.1 We may end the contract if you break it. We may end the contract for a Plan at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within five days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Plans; or
- (c) in respect of a Plan if you are pregnant or suffering an illness, injury or condition, such as cancer, HIV/AIDS, gastric band, heart, lung, liver, kidney or other organ disease, anorexia, bulimia.

11.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 11.1 we will refund any money you have paid in advance for Plans we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

12. IF THERE IS A PROBLEM WITH THE PRODUCT

12.1 How to tell us about problems. If you have any questions or complaints about the Plan, please contact us by writing to us

admin@flyingfitnesstx.com

12.2 Summary of your legal rights. We are under a legal duty to supply Plans that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the Plan. Nothing in these Terms of Business will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says digital content, such as the Plan, must be as described, fit for purpose and of satisfactory quality:

- if your digital content is faulty, you are entitled to a repair or a replacement
- if the fault cannot be fixed, or if it has not been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back
- if you can show the fault has damaged your device and we have not used reasonable care and skill, you may be entitled to a repair or compensation

13. PRICE AND PAYMENT

13.1 Ways to pay. Goods must be paid for in advance. Plans may be paid for by a one off payment or payment plan option, payable by monthly instalments until the program is paid in full. An administration fee or equivalent may be payable to set up the instalments option and this fee will be non-refundable.

13.2 Where to find the price for the Plan. The fee for the program are the following two options: 1 payment (due today) or instalments . If you select instalments, you will pay the first instalment today, and an additional monthly payment from the date of purchase until the program is paid in full. If you choose to pick this option, you are responsible for all payments unless a refund is requested according to the terms further outlined below. Please note that if you choose the installment option, Flying Fitness retains the right to suspend access to any program if payments are not made as they are due. Further, if at any time if there is a past due payment, access to the program will be temporarily restricted until the account is in current financial standing. Each monthly invoice only indicates the payment and balance due for the current month listed on that individual invoice, and does not reflect the ongoing or remaining balance for the account. We reserve the right to collect all monies due or overdue either in lump sum or instalments. However, we will always work with a customer to help them to pay off an outstanding debt if communication lines remain open. Should you have any account questions you can email admin@flyingfitnessstx.com at any time.

13.4 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the Plan, we will adjust the

rate of VAT that you pay, unless you have already paid for the Plan in full before the change in the rate of VAT takes effect.

13.5 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the Plans we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Plan's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Plan's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

13.6 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

13.7 We can charge an admin fee if you pay late. If a payment is cancelled, cannot be taken due to insufficient funds, or has been refused by Stripe, a reminder email will be sent to you requesting the outstanding payment. This can be paid from your original payment method, or by credit card. If the funds have not been received within five days of the due date, a \$20 admin fee will be charged. At this stage, the Plan will go on hold until the balance is paid. If payment is not received within five working days, a further email will be sent advising you that if outstanding funds are not received we reserve the right to pass your details over to our chosen debt collection agency to enable us to recover the costs. This email will represent the final demand for payment. Additional charges may apply in this instance.

13.8 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

13.9 We are not liable for any charges that your bank may add to transactions.

13.10 You will be charged at the exchange rate available on the day of transaction.

14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE

14.1 We do not provide medical advice. When following a fitness or nutrition plan you are doing so at your own risk, and you must take full responsibility for the effects on your body which you may experience along the way.

14.2 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms of Business, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

14.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Plans; and for defective Plans under the Consumer Protection Act 1987.

14.4 If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

14.5 We are not liable for business losses. We only supply the Plans for domestic and private use. If you use the Plans for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15. HOW WE MAY USE YOUR INFORMATION

15.1 How we will use your personal information. Please see our privacy policy on the website.

16. OTHER IMPORTANT TERMS

16.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these Terms of Business to another organisation.

16.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these Terms of Business to another person if we agree to this in writing.

16.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

16.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms of Business, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Plans, we can still require you to make the payment at a later date.

16.6 Which laws apply to this contract and where you may bring legal proceedings. These Terms of Business are governed by USA law and you can bring legal proceedings in respect of the Plans in the USA courts. The foregoing is subject to mandatory consumer protections which apply in your country, which may offer you additional rights.

16.7 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to consider an alternative dispute resolution provider.

17. AFFILIATE PARTNERS

This website contains affiliate links. When you make a purchase from these affiliates using my discount code I'll earn a small commission to say thanks for referring you. If I recommend a brand it's because I like the brand and use their products regularly. Otherwise, that's dishonest and it's just not the way I roll.

If you have any questions or problems, please let us know by contacting our support team directly. The support desk can be reached at:
admin@flyingfitnesstx.com

18. APPAREL RETURN POLICY

All orders are shipped using Printify. Printify is a print on demand company. All products are unique and produced per order. Returns or exchanges are not supported if you ordered the wrong size, color, or simply do not like the product. Our Print Providers don't have inventory space to keep the unwanted items.

However, we want you to be happy with your order. If you need to return or exchange your order, you may do so by returning the items to one of the following addresses at your own shipping expense. Please include a copy of your original order if possible along with a brief description of the reason for your return, original order number, and a way we can contact you to confirm receipt of return.

USA customers:

The Flying Fitness

3708 Business Park Dr

Amarillo Tx 79110

Upon receipt of the item being returned, we will reach out to you to confirm the item(s) was received and arrange for either a full refund or exchange. The Flying Fitness will cover the expense of the replacement item you wish to receive if an exchange is being requested. If you simply want a refund, we will refund your order upon receipt of the order being returned. The item being returned must be in the condition it was received. It must be new, unworn and unused and free of deodorants or perfumes.

If there are any issues with the order, like manufacturing error, printing issues and such, we can offer a full replacement order free of charge. In case a replacement order is arranged, there is no need to send the original order back to us.

In the event of a manufacturing error, printing issue, and such, our Customer Support Team will request all the necessary information and photographic evidence for investigation and we will do everything possible to correct the situation and provide the most suitable solution to you, depending if the replacement or a refund is eligible or not.

Contact us:

admin@flyingfitnesstx.com