

## **Terms of Use**

### **Start Running E-book**

Please read the Terms of Use for the Program carefully and in their entirety before purchasing and using “How to Start (or re-start) Running E-book” (hereinafter referred to as the “Program”). The Program and its content are owned by Spectrum Performance LLC.

#### **1. Definitions:**

“Company”, “We”, “I”, “Our”, or “Us” means Spectrum Performance LLC.

“Participation”, “Participating”, “Using”, or “Use” means reading, implementing, trying, or otherwise engaging in the Program.

“Program” means “How to Start (or re-start) Running Ebook”

“You”, “Your”, “User” or “Client” means the purchaser and person using the Program.

#### **2. Consent:**

By participating in the Program, you implicitly and voluntarily agree to act in accordance with, agree to, and abide by, these Terms of Use.

#### **3. DISCLAIMER:**

By participating in the Program, you understand that Jackie Varnum, PT, DPT, OCS, CSCS and Sebastian Gil, PT, DPT, OCS, CSCS are Doctors of Physical Therapy and strength coaches.

This Program is for informational and educational purposes only. The information and education provided in this Program is not intended or implied to supplement or replace the professional advice of an attorney, accountant, and/or financial advisor. You should consult with a professional in those areas (financial, legal, accounting, etc.) in person with someone where you live or work to discuss issues or questions pertaining to your particular legal, financial, or business situation.

Although we do our best to make sure all of the Program’s content is up to date and/or accurate, we do not make any representation that all the information is accurate or free of errors at all times. We do not assume any responsibility for accuracy of the Program’s information, or its safety or efficacy as it applies to you.

#### **4. Assumption of the Risk**

You should use your best judgment in using the information provided in the Program, which is done at your own risk. It is your responsibility to discern the risk of using the Program or its content. You assume responsibility for your actions, choices, or lack thereof, related to the Program.

#### **5. Intellectual Property Ownership:**

The Program and its content, including, but not limited to, the videos and running plan are intellectual property owned by Spectrum Performance LLC. Any violations of this term, and all terms contained herein, will be legally pursued to the fullest extent permitted by law.

Any use of the Company's intellectual property may not be used in connection with the sale or distribution of any product, program, and/or service by you, directly or indirectly, without the prior written consent of Spectrum Performance LLC.

Misappropriation or unauthorized use of the Company's intellectual property and/or trade secrets may result in the enforcement of an infringement and/or intellectual property theft action against you in an effort to recover damages and/or protect our intellectual property rights. The Company reserves the right to pursue an action for misappropriation, theft, or improper use of its intellectual property by the Purchaser, the Purchaser's representatives, assigns, contractors, employees, or acquaintances.

#### **6. No Sharing:**

You cannot distribute, copy, forward, and/or share the Program or its content with anyone else. Any violations of these Terms of Use will be legally pursued to the fullest extent permitted by law.

#### **7. No Claims Made Regarding Results:**

Any and all current or past-client testimonials, statements, or examples used by us are simply that: examples. They are not guarantees that you will also experience or receive the same results. Each person and their circumstances are unique and nothing shall be interpreted as a guarantee that you will experience the same results as another client of ours.

We don't make any assurances as to any particular financial-based outcome based on the use of or participation in the Program. We are not responsible for the success or failure of your business, business decisions, income, sales, or any other result of any kind that you may have as a result of your participation in the Program.

#### **8. DISCLAIMER - No Warranties, Guarantees, or Representations Are Being Made:**

We do not offer any representations, guarantees, or warranties, of any variety, regarding the Program in any way including, but not limited to, your future income, sales, potential, profitability, or losses derived as a result of your use of the Program. The Program is offered **"AS IS"** and without representations, guarantees, or warranties of any kind, including but not limited to, implied warranties of merchantability and fitness for a particular purpose, neither express nor implied, to the extent permitted by law. We are not liable for damages of any kind related to your use of the Program.

#### **9. Your Release of Us, Indemnification, Hold Harmless:**

To the fullest extent permitted by law, Spectrum Performance LLC expressly disclaims liability for any direct, indirect, and/or consequential damages suffered by you related to your purchase or use of, or participation in, the Program, its materials, our website, or any other

information obtained by you from us. By enrolling in the Program, you hereby agree to this limitation of liability and release Spectrum Performance LLC from any and all claims.

By participating in and/or purchasing the Program, you agree to release, forgive, forever discharge, defend, indemnify, and hold harmless Spectrum Performance LLC our subsidiaries, employees, agents, contractors, subcontractors, shareholders, directors, officers, coaches, assignees, licensees, and affiliates from any and all claims, suits, actions, charges, demands, liabilities, damages, judgments, and/or costs, related to, or arising out of, your purchase of or participation in the Program and/or your breach of any obligation, warranty, covenant, or representation set forth in these Terms of Use.

By enrolling in the Program, you agree to release us from any and all claims, and further agree to at all times defend, indemnify, and hold harmless Spectrum Performance LLC as stated in this section herein.

#### **10. ARBITRATION CLAUSE:**

If you have any complaint or should any issue arise in the use of the Program, please contact us directly first by emailing Jackie Varnum at [jackie@SpectrumPerformance.fit](mailto:jackie@SpectrumPerformance.fit).

However, if we are unable to amicably resolve your dispute in that manner, you agree that you and Jackie Varnum, Sebastian Gil & Spectrum Performance LLC shall submit your dispute to binding arbitration with the [American Arbitration Association](#), before an arbitrator that is mutually agreed upon, in accordance with the American Arbitration Association's ("AAA") [rules](#).

By agreeing to this term, you hereby agree and understand that you're waiving your right to a jury trial in court, which would otherwise be available to you if not for this Arbitration Clause. Should any arbitration hearing need to be held, it shall be held within 15 miles of Avondale Estates, GA.

If the arbitrator issues an award and a judgment is made, the judgment will be binding and will be entered in court in the State of Georgia. The only award that can be issued to you is a refund of any payment made to Spectrum Performance LLC for the applicable Program. You are not permitted to seek additional damages, including consequential or punitive damages.

#### **11. Limitation of Liability:**

Jackie Varnum, Sebastian Gil & Spectrum Performance LLC are not responsible or liable in any way for any and all damages you receive directly or indirectly from your participation in the Program. We do not assume liability for damages, injuries, harm, death, misuse of (or failure to properly use) the Program or its content, due to any act, or failure to act, by you. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.

#### **12. Severability**

The provisions of these Terms of Use shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of any other

provision hereof. If any Section, subsection, sentence, or clause of these Terms of Use shall be adjudged illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall have no effect on the Terms of Use as a whole or on any Section, subsection, sentence, or clause hereof not expressly so adjudged.

### **13. Entire Agreement**

These Terms of Use contain the entire agreement between you and the Company. There are no other promises or conditions in any other agreement (oral or written) between you and the Company.

### **14. Choice of Law + Venue**

These Terms of Use shall be governed by the laws of the state of Georgia Any action brought by any party arising out of or from these Terms shall be brought within the Georgia, County of Dekalb.

By purchasing and/or participating in the Program, you implicitly signify your agreement to all of the terms in these Terms of Use.

If you have any questions about the Terms of Use, please contact Jackie Varnum at [jackie@SpectrumPerformance.fit](mailto:jackie@SpectrumPerformance.fit).