

TERMS & CONDITIONS REGARDING HABIT CONSULTING'S 1X CUSTOM MACRO COUNT AND MACRO GUIDE

Parties

hABit consulting, creator of the product
Known as "hABit"

And

Individual client as listed in the Macro Questionnaire, purchaser of the product
Known as "Client"

1x Custom Macro Count & Macro Guide
Known as "The Product"

Collectively, all of the above people or businesses acknowledge and agree to these sets of Terms & Conditions as set forth below.

PURPOSE OF THESE TERMS & CONDITIONS

Client wishes to purchase The Product from hABit as detailed in these terms & conditions. hABit will provide The Product to the client as detailed in these terms & conditions.

TERMS

hABit shall provide Client with The Product as a single purchase to not include further advice, guidance, or hABiting services provided by hABit. Client agrees to provide hABit with the necessary information requested on the 1x Macro Count Questionnaire, provided to Client after purchase. Client agrees that the information provided to Client by hABit is for the sole purpose of Client's fitness goals, as described in the 1x Macro Count Questionnaire. Client agrees that the information provided by hABit is not to replace medical advice and should not be sought after in replacement of medical advice. Client agrees that by receiving their Custom Macros & Macro Guide, results in the complete fulfillment of purchase.

PROTECTIONS & RELATIONSHIP

COPYRIGHT OWNERSHIP: In the event that any copyrighted work(s) are created or shared as result of The Product provided by hABit in accordance with these Terms & Conditions, hABit owns all copyrights in any and all work(s) it creates or produces pursuant to federal copyright law (Title 17, Chapter 2, Section 201-02 of the United States Code), whether registered or unregistered. Any and all products, whether tangible or intangible, produced or created in connection with, or in the process of fulfilling these Terms & Conditions, are expressly and solely owned by the Party who creates the materials and may be used in the reasonable course of each Party's business going forward. Client may not share, distribute, sell, or otherwise enjoy the privileges of said spreadsheet and copyrighted material contained within The Product.

Trademark Ownership: Any and all trademarks, whether registered or unregistered, remain the property of the contributing Party.

Permitted Uses of Material(s): hABit grants to Client a non-exclusive license of product(s) produced with and for Client for personal use only so long as Client provides hABit with attribution reasonably visible on primary or related course materials or marketing collateral. In no event is Client allowed to share hABit's materials with any third party without hABit's express prior written permission.

Confidentiality: Parties will treat and hold all information of or relating to these Terms & Conditions, The Product provided, and the Parties' businesses in strict confidence and will not use any of this information except in connection with fulfilling these Terms & Conditions and, if these Terms & Conditions is terminated for whatever reason, Parties will return all such information, including account access information, and any and all copies, to the original Party and will remain bound to the Confidentiality provision of these Terms & Conditions. Confidential information (known as "Confidential Information" is these Terms & Conditions) means information that is of value to its owner and is treated as proprietary or confidential including, but not limited to, intellectual property, inventions, trade secrets or information, financial data or information, speculation, knowledge, general Company data or reports, future business plans, strategies, customer lists and information, client acquisition strategies, advertising campaigns, information regarding executives and employees, and the terms and provisions of these Terms & Conditions.

LIMIT OF LIABILITY

Maximum Damages: Client agrees that the maximum amount of damages s/he is entitled to in any claim of or relating to these Terms & Conditions or Services provided in these Terms & Conditions are not to exceed the Total Cost of Services provided by hABit.

Indemnification: Client agrees to indemnify and hold harmless hABit, its related companies, parties, affiliates, agents, independent contractors, assigns, directors, employees, and officers from any and all claims, causes of action, damages, or other losses arising out of, or related to, the Services provided in these Terms & Conditions. In the case of in-person meetings or hABiting, Client agrees to either secure a reasonable amount of insurance coverage to pay for any claims, causes of action, damage, attorney fees, or other losses as a result of accident or negligence on behalf of the Parties to these Terms & Conditions, or if no insurance is secured, Client waives its right to directly or indirectly ask or force hABit to pay for any such damages.

Client Responsibilities: Client agrees that the accuracy of information supplied to Contractor is the sole responsibility of Client, and that Contractor is not responsible and shall not be held liable for the results of services performed on the basis of inaccurate, incomplete or untruthful information provided by Client. Client assumes full responsibility for final deliverable(s) provided, final proofing and accuracy.

Assumption of Risk: Client and related parties/participants expressly assume any risk of Services and related activities as described in these Terms & Conditions.

Disclaimer: Client agrees and understands hABit is not providing the professional services of an attorney, accountant, doctor, financial planner, therapist, or any other kind of licensed professional. Should Client desire professional services that exceed the scope of this hABiting Terms & Conditions, Client must sign a letter of engagement of said professional services. No legal, financial, accounting, medical, or other kind of professional advice will be given without entering into such a relationship via the letter of engagement referenced immediately above.

Guarantees: hABit cannot make any guarantees as to the results, including financial or other gains, of the hABiting provided. hABit agrees to provide the Services listed in these Terms & Conditions in a reasonable and timely manner. Client agrees to take responsibility for Client's own results.

Refund Policy:

Due to the substantial amount of information provided, there will be no refunds once the client has received the 1x Custom Macro Count & Guide.

GENERAL PROVISIONS

Governing Law: The laws of Tennessee and all states that Client(s) reside govern all matters arising under or relating to these Terms & Conditions including torts.

Severability: If any portion of these Terms & Conditions is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions of these Terms & Conditions for each Party remain legal and enforceable.

Merger: These Terms & Conditions constitute the final, exclusive agreement between the Parties relating to the Services contained in these Terms & Conditions. All earlier and contemporaneous negotiations and agreements between the Parties on the matters contained in these Terms & Conditions are expressly merged into and superseded by these Terms & Conditions.

Assignment: Neither Party may assign or subcontract any rights or obligations in these Terms & Conditions without proper Notice, unless otherwise provided in these Terms & Conditions.

Titles: The titles and section headers in these Terms & Conditions are provided for convenience only and should not be construed as part of these Terms & Conditions.

Dispute Resolution: Any controversy or claim arising out of or relating to this contract, or the breach of these Terms & Conditions, will be settled by alternative dispute resolution (ADR) prior to a formal complaint. ADR includes arbitration or mediation administered by an authorized entity, such as the American Arbitration Association, in accordance with its Commercial [or other] Arbitration Rules. Any judgment on the award rendered by the arbitrator(s) or mediator(s) may be entered in any court having jurisdiction over this Agreement and related dispute resolution proceedings.