

Dean James | Terms & Conditions

Last Updated on January 13th, 2023

These Terms and Conditions together with the order Health Form entered into in connection to your applicable enrollment (the “**Get Lean with Dean Program**”) (represent the entire agreement between you (“**Client**”) and **DEAN JAMES** (“**Company**”) in connection to the Program collectively (“**Agreement**”) Client and Company are each referred to as a “**Party**” and collectively, as the “**Parties**”.

1. Services.

The Client’s access to and participation in the Program and in conjunction with the Program, access to the Program website (the “**Program Website**”) along with the Program materials is subject to the Client’s compliance with the terms of this Agreement.

2. Payments.

a. Payment Schedule. Client shall pay Program payments on the payment schedule specified in the call with the sales representative (the “**Payment Schedule**”) in United States Dollars (“**USD**”) OR British Pound Sterling (“**GBP**”). Regardless of the actual payment method, Client shall provide to Company a valid credit card or debit card (“**Payment Card**”) for payment of Program fees until such time the Program is paid in full.

b. Responsibility for Non-Payment. Client is responsible for ensuring that payments are made on time and in full according to the Payment Schedule. Client shall be responsible for non-payment of Program fees, even if the Program fees are paid or reimbursed by a third party (such as an employer or lender). In the event Client has elected to fund Program fees through such party and Client fails to timely pay amounts owed to such third party and the third party no longer funds the Client’s Program fees, Client shall continue to be responsible for ensuring that payments are made on time and in full according to the Payment Schedule. The Company reserves the right to suspend the Client’s access to the Program until such fees are paid by Client or such third party pursuant to the Payment Schedule.

c. Payment Authorization. Client authorizes Company (without notice to Client, unless required by applicable law) to charge Client’s Payment Card, as applicable, pursuant to the Payment Schedule in **USD/GBP**. In the event that Client has elected to pay by a means other than credit card and the payment is not received or Company is not able to process the payment, Company is authorized to charge the Payment Card for the payment. Client shall bear all responsibility for third-party charges for payment processing for transaction fees, overdraft charges, and foreign exchange fees. In the event a payment declines, Company will attempt to process the Payment Card until the past due amount is successfully charged to the Payment Card.

d. Late Payments. Client’s failure to provide Company with a valid Payment Card for payment of Program fees when they become due or failure to pay Company pursuant to the Payment Schedule (including Client’s Payment Card issuer or online payment system not approving the charges for any reason) will result in the payment being **declared late** Client will receive late payment notifications from Company and the Company will continue to attempt to process the Payment Card every **3 days** until the account balance is brought current. Payments delinquent after 3 attempts may result in loss of access to the Program and the Program Website, including termination of Client’s privilege to access and participate in Client forums maintained by Company, and failure to provide payment will result in **Client debt being passed on to a third party collection service - additional fees will be covered by the client**

Any invoices overdue by 30 days or more will result in your remaining balance being forwarded as a full payment invoice - upon the creation of this invoice, the client has 7 days to complete payment. In the case that the client fails to do so, the remaining debt will be handed over to a third party. (This may affect your credit score, as there is a possibility of court action)

Client shall be responsible for all costs and fees of collection if Client's account is sent to collections. All late fees incurred by the Client shall be charged to the Payment Card on the next billing cycle and going forward until paid in full.

3. Refund Policy & Cancellation.

a. Cancellation & Refund Policy (30 day money back guarantee).

i. DEAN JAMES. Clients enrolled in the

Get Lean with Dean Program (" **Get Lean with Dean Program** ") are eligible for a Program cancellation and refund dependent on adherence to the Program. Client must complete all Weekly Assessment forms, and all programmed workouts within the Program's Custom Coaching App in the first 30 days (this does NOT include any "optional" workouts). Upon completion of the first 30 days – if all requirements have been met, and Client has full rights to request refund/discontinue. The 30-day start date is triggered after the FIRST workout has been completed in the Custom Coaching App - (" **Get Lean with Dean Program Refund Period**"). All refund requests must be submitted to the Company in writing via email at dcj1995a@gmail.com prior to the expiration of the **Get Lean with Dean Program Refund Period**. **Client can not request refunds and/or cancellations through the Custom Coaching App - this must be completed by email.** Once the 30 day period expires – **Client can no longer request refund and/if client has opted for a payment plan – they will owe a full balance of the agreed fee which was outlined with Company Sales Rep.** Refund amount shall not include any additional charges or costs, including any application fees or amounts paid by Client to a third-party. Violation of the terms of this Agreement for any reason voids Client's right to a refund. After the expiration of the Optimised Athlete Refund Period, Client shall continue to be responsible for ensuring that payments are made on time and in full according to the Payment Schedule. Additionally, Clients enrolled in the Optimised Athlete Program are eligible for a full Program refund pursuant to Section 3(c) below or in the event they have not agreed to these Terms and Conditions. **Otherwise, all sales are final.**

ii. DEAN JAMES – COMMITMENT AGREEMENT. Enrolment to the Program is a 6 month contract agreement. Refunds are not permitted beyond the **Get Lean with Dean Program Refund Period**. If Client no longer wishes to continue within the 6 month period, Client will need to settle the full balance of 6 month contract (if opted for payment plan). Client's agreement will automatically enrol in to a monthly subscription upon the expiration of the 6-month contract agreement.

b. Refund Payment. Refunds shall be in USD/GBP to the payment method on file at the time the refund is processed by the Company. Company shall not be liable for any foreign exchange rate differences between the purchase price of the Program and the refund amount.

c. Program Cancellation. Should Company cancel the Program prior to completion, the Company shall refund the Client any Program fees paid prior to such cancellation. **Pursuant to Section 3(a) and 3(c)**, Company's liability is limited solely to the refund of any Program fees paid for periods prior to such cancellation. Cancellation requests require a minimum of 30 days notice. **Failure to provide 30 days notice will result in Client still being charged for the next billing period.** Client has the right to suspend payments for 1 payment period. Please note suspending for 4 weeks cannot coincide with a handing of notice. (in order for cancellations and pauses to be processed Client MUST book an exit call with assigned coach) - this is done to make sure Client leaves the program with a game plan to continue your success without us.

4. Intellectual Property.

All Program content, teaching material, Program Website and any other materials provided to or made available to Client by Company (" Program Materials "), as between the Client and the Company, are the sole intellectual property of Company. Company's intellectual property is provided to Client as limited non-exclusive license for the Client's individual use only in connection to the Program, shall be non-transferrable and is intended for a single-user only and not for distribution or other commercial purposes, except as otherwise expressly granted to the Client by the Company in writing. Company retains all rights to title to and interest in the intellectual property. Client shall not

claim ownership, sell, share, remove any copyrights, trademark or other intellectual property notices, copy, reproduce, disseminate or otherwise interfere with Company's rights over its intellectual property or any third party rights included in the Program Materials. To the extent that Client contributes, in whole or in part, to any derivatives, improvement(s) or modification(s), or makes any suggestions, enhancement requests, recommendations, comments, feedback, ideas or the like, to Company's intellectual property ("Improvements"), Client hereby assigns to Company all right, title and interest in and to such Improvements.

5. Privacy Policy.

In addition to the terms in this agreement, Client's enrollment in the Program, including participation in the Program and use of the Program Materials, marketing materials and more are subject to a conditional agreement between Client and Company. Use of images, testimonials and more will be agreed between assigned coach, Company and Client. Images will not be used without consent

6. Client Responsibilities

Client shall conduct themselves honorably, responsibly, respectfully, ethically, and lawfully. At all times Client shall abide by the Company policies and expectations which were outlined in the original Expectations form. Failure to do so shall be considered a breach of this Agreement and Company may, at its sole discretion, remove Client from the Program and Program Website, and terminate Client's privilege to access and participate in Client forums and social media sites maintained by Company. In the event of such Client removal, the Client shall still be responsible for the payment of all Program fees. The Client specifically acknowledges and agrees that the Company is not liable for any defamatory, offensive or illegal conduct of any other Program

7. Limitation of Liability.

UNDER NO CIRCUMSTANCES (INCLUDING NEGLIGENCE) SHALL COMPANY BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE OF ANY KIND OR NATURE WHATSOEVER THAT ARISE OUT OF OR RESULT FROM: (A) THE USE OF, OR ANY INABILITY TO USE, THE PROGRAM MATERIALS; OR (B) ANY ACT OR OMISSION, ONLINE OR OFFLINE, OF CLIENT OR ANYONE ELSE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY'S TOTAL LIABILITY TO YOU FOR ALL LOSS, COST, DAMAGE, LIABILITY OR EXPENSE (INCLUDING ATTORNEYS FEES AND COSTS) THAT CLIENT MAY SUFFER OR INCUR, UNDER ANY THEORY OF LIABILITY, IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT PAID BY CLIENT TO COMPANY.

UNDER NO CIRCUMSTANCES SHALL COMPANY OR ANY OF THE OTHER INDEMNIFIED PARTIES BE LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING, DIRECTLY OR INDIRECTLY, FROM ANY EVENT OF FORCE MAJEURE OR OTHER CAUSE BEYOND COMPANY OR THEIR CONTROL INCLUDING, WITHOUT LIMITATION, INTERNET OUTAGES, ACTS OF GOD, WAR, EQUIPMENT AND TECHNICAL FAILURES, ELECTRICAL POWER FAILURES OR FLUCTUATIONS, NATURAL DISASTERS, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, OR NON-PERFORMANCE OF THIRD PARTIES. NEITHER COMPANY NOR ANY OTHER INDEMNIFIED PARTY IS RESPONSIBLE OR LIABLE FOR: (A) ANY INCOMPATIBILITY BETWEEN THE WEBSITE AND ANY SITE, SERVICE, SOFTWARE OR HARDWARE; OR (B) ANY DELAY OR FAILURE CLIENT MAY EXPERIENCE WITH ANY TRANSMISSION OR TRANSACTION RELATED TO COMPANY WEBSITE. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS HEREIN APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

APPLICABLE LAW MAY NOT ALLOW CERTAIN OF THE EXCLUSIONS, LIMITATIONS, OR DISCLAIMERS OF LIABILITY SET FORTH IN THESE TERMS OF USE, SO SUCH EXCLUSIONS, LIMITATIONS OR DISCLAIMERS MAY NOT APPLY TO CLIENT.

8. Warranties Disclaimer.

THE COMPANY MAKE NO WARRANTIES AS TO THE PROGRAM OR ITS MATERIALS OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. THE CLIENT AGREES THAT THE PROGRAM AND ITS MATERIALS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT THE PROGRAM OR THE MATERIALS WILL BE UNINTERRUPTED, CORRECT, COMPLETE, APPROPRIATE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE PROGRAM OR THE MATERIALS WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF PROGRAM OR ITS MATERIALS IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.

The information provided through Program Materials is for personal educational purposes only and not for commercial or other distribution by Client, unless expressly agreed to in writing by Company. Company makes no representations or warranties regarding the results that may be achieved by completing the Program.

Program Materials are not intended to be a substitute for medical advice (including but not limited to, diagnosis or treatment by Client's physician, therapist, mental health practitioner, dietitian or nutritionist, or any other health-care professional) or professional advice from Client's accountant, lawyer, or financial advisor. Client should not disregard or delay taking or seeking any medical advice or other professional advice based on the information from Program Materials, or received from Company or any other Indemnified Party. The Program Materials are not intended to be, nor is, a substitute for medical or other professional advice pertaining to Client's particular situation.

Company does not guarantee that Client will attain any particular medical, financial, operational or business result through Program and use of Program Materials.

Clients must comply with all applicable laws, including for U.S. & U.K practitioners and state laws that define and limit professional scope of practice. Clients must ensure compliance with statutes, regulations, and rules of any state in which they practice. State laws may require professional licensure or certification. The Company will not provide legal advice. Client should seek legal advice from a licensed attorney to ensure compliance with all applicable laws.

9. Indemnification.

Client hereby agrees to indemnify, defend, and hold Company, and its parent, subsidiaries, affiliates, licensors, licensees, successors, distributors, agents, representatives, employees and other Clients, and each of their respective officers, directors, owners, managers, members, employees, agents, representatives and assigns (collectively, the "Indemnified Parties"), harmless from and against any and all loss, cost, damage, liability and expense (including, without limitation, settlement costs and legal or other fees and expenses) suffered or incurred by any of the Indemnified Parties arising out of, in connection with or related to any breach or alleged breach by Client of this Agreement. Client shall use Client's best efforts to cooperate with Company in the defense of any claim.

We reserve the right, at Company's expense, to employ separate counsel and assume the exclusive defense and control of the settlement and disposition of any claim that is subject to indemnification by Client.

10. Severability and Waiver.

If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed, and the remainder of this Agreement shall remain operative and binding. Failure to exercise any right under this Agreement shall not constitute a waiver of such right. Any waiver of any breach of this Agreement shall not operate as a waiver of any subsequent breach

11. Company's Authority.

Client understands Company has the right to change, amend or update the Program content, duration, the Program Website, materials and Company policies at any time. Subject to Section 3(C), Company may cancel the Program at its sole discretion.

12. Interpretation.

This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. Sections and section headings contained in this Agreement are for reference purposes only and shall not affect in any manner the meaning or interpretation of this Agreement. Whenever the context requires, references to the singular shall include the plural and the plural the singular and any gender shall include any other gender.

13. Governing Law and Venue.

Any claim or dispute arising out of or relating to this Agreement between the Parties shall be governed by the laws of the United Kingdom, without regard to its conflict of law provisions. Client agrees to submit to the personal and exclusive jurisdiction of the state courts located within United Kingdom. TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT HEREBY WAIVES ANY RIGHT CLIENT MAY HAVE TO PARTICIPATE IN A CLASS ACTION OR OTHER PROCEEDING AGAINST COMPANY WHEREBY MORE THAN ONE CLIENT PARTICIPATES IN THE SAME ACTION.

14. Client Acknowledgement.

Client understands that **DEAN JAMES** is registered with **The Register of Exercise Professionals & CIMSPA (Chartered Institute for the Management of Sport and Physical Activity)**. Client also understands that the The Register of Exercise Professionals & CIMSPA (Chartered Institute for the Management of Sport and Physical Activity) has not accredited or endorsed any Program of study being offered by SPECTRUMFITNESS, and that these Programs may not be accepted for transfer into any public postsecondary institution.