

## Services Agreement

This Services Agreement, hereinafter referred to as "**Agreement**," is entered into and made by and between Eir Life hereinafter referred to as "**Provider**" and you, hereinafter referred to as the "**Client**".

This Services Agreement shall govern the use of all pages on Provider's website (hereinafter collectively referred to as "**Website**") and any products provided by or on this Website ("**Products**").

Client and Provider may be referred to individually as "**Party**" and collectively as the "**Parties**."

**NOW THEREFORE IN CONSIDERATION** of the promises and the agreements, undertakings, and covenants are hereinafter written, the parties hereby mutually agree as follows:

### 1. Status of the Provider

- a) It is the express intention of Client and Provider that Provider shall perform the Services as an independent contractor.
- b) Nothing in this Agreement shall in any way be construed to constitute Provider as an agent, employee or representative of Client.
- c) It is expressly understood and agreed that the services to be rendered by the Provider to Client under the provisions of this Agreement are not to be deemed exclusive, and the Provider shall be free to render similar or different services to others.
- d) Provider has the right to hire assistants, subcontractors or employees to provide Client with its Services.

### 2. Statement of Services

- a) Provider will provide various fitness services, digital products, coaching sessions, classes etc., as detailed on the Provider's website (hereinafter referred to as the "**Services**").
- b) Provider shall comply with all laws, rules, regulations, and executive directives in the performance of this Agreement.

### **3. Remuneration for the Services. Refunds**

- a) For the Services provided by the Provider, Client shall pay the appropriate fee indicated by Provider in advance.
- b) Client shall not be entitled to refunds on digital products that have a free trial period longer than 7 days.
- c) Refunds on personal training products shall be subject to each individual trainer agreement.
- d) No refunds will be given for purchases that may be considered credit card fraud or any other fraud.
- e) All refunds shall be subject to administrative fees.

### **4. Duration of the Agreement**

- a) This Agreement shall come into effect immediately on the date of signing the agreement and shall remain in full force and effect for the whole duration of the provision of the Services, usage of the products and/or website.
- b) For any Services that require appointments, Client may only cancel a schedule meeting with 24h in advance, otherwise Client shall pay the full cost of the meeting.

### **5. Client Waiver**

By participating in the Services, I hereby understand and agree that:

- a) It is my responsibility to consult a physician before participating in this or any fitness program and I affirm that I have no medical conditions that would restrict me from participating in any of the Services.
- b) I agree to hold the Provider and any other person involved in the provision of Services, harmless from any damage, whether tangible or intangible, that may happen to me while participating in the Services. Such damage may include, but are not limited to, muscle strains, muscle sprains, muscle spasms, heart attacks, raised blood pressure, and broken, fractured, dislocated bones or death.
- c) I agree that the Provider offers the Services with no guarantee of results. I agree that I am solely responsible to maintain the diet and fitness regime appropriate for my level of health and stamina, and I agree that any results that occur, whether positive or negative, are the effects of my own personal choices.

- d) I agree that participation in the Services is not a replacement for actual medical care, and that if I do experience medical issues, I will contact my doctor immediately.
- e) I agree and verify that all of the information that I have given the Provider and its representatives is accurate, up-to-date, and without the omission of any known medical issues.
- f) I agree and verify that If I have omitted any necessary personal information, whether knowingly or unknowingly, I will hold the Provider harmless against all liability for any damages that may occur to myself or to others because of my actions or inactions.
- g) I agree to keep the Provider apprised of any changes or upcoming changes concerning my physical health and personal information.
- h) I understand and agree that it is my responsibility to let the Provider know if I find myself in any pain or discomfort before, after, or during the Services.
- i) If I do require medical treatment or attention while or after participating in the Services, I agree that the medical costs are mine and mine alone and hold the Provider blameless from any charges, fees, or costs that my conditions may incur.
- j) This Services Waiver will bind and be enforceable against me and all of my personal representatives. I agree that this Services Waiver should be enforceable to the fullest extent of the law, and if any portion is held invalid, the remainder should continue in full legal force and effect.
- k) I specifically acknowledge and agree that this document is not intended to be a general release, which would be limited under some state and local laws.

## **6. Non-disparagement**

- a) Parties agree not to disparage or denigrate each other orally or in writing, and that neither Party nor anyone acting on its behalf will publish, post, or otherwise release any material in written or electronic format, make speeches, gain interviews, or make public statements that mentioned the other Party, its operations, employees, products, or services without the prior written consent of the other Party.

## **7. Miscellaneous provisions**

- a) Force Majeure. If performance of this Agreement or any other obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either Party's reasonable control, and if the Party unable to carry out their obligations gives the other Party prompt written notice of the

circumstances, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such circumstances.

- i. The term "Force Majeure" shall include, but is not limited to, acts of God, fire, explosion, vandalism, flood, storm, illness, injury, earthquake, general unavailability of essential materials, orders of military or civil authority, national emergencies, riots, strikes, lock-outs, work stoppages, or other labor disputes or supplier failures.
  - ii. The Party excused by such events shall use all reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.
  - iii. An act or omission shall be deemed within the reasonable control of a Party if committed, omitted, or caused by such Party, or its employees, officers, agents, subsidiaries, or affiliates.
- b) Entire Agreement. This Agreement contains the entire Agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other Agreement, whether oral or written.
- c) Waiver of Contractual Rights. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- d) Headings. The section and paragraph headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, govern, limit, modify, or construe the scope or extent of the provisions of this Agreement to which they may relate. Such headings are not part of this Agreement and shall not be given any legal effect.
- e) Amendments. This Agreement may be modified or amended if and only if the amendment is made in writing and signed by both Parties.
- f) Severability. If any provision of this Agreement shall be held to be valid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- g) Assignment. This Agreement shall be binding upon and inure to the benefit of each Party's successors and assignees. Neither party may assign this Agreement, in whole or in part, without the other Party's prior written consent; provided, however, that the sale of any portion of the assets of either

Party, or any of its subsidiaries, its acquisition by merger into another Client, shall not be deemed an assignment of this Agreement by such Party.