



TERMS & CONDITIONS

READ THESE TERMS OF USE (THE "TERMS") CAREFULLY AS THEY GOVERN YOUR USE OF THE WEBSITE AND CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

IF YOU HAVE ANY QUESTIONS WITH RESPECT TO THIS AGREEMENT, PLEASE CONTACT US AT:

(480) 699-3045 OR E-MAIL: admin@opexfit.com

- 1. INTRODUCTION** This website (the "Website") is operated by Optimum Performance Training, Inc., an Arizona corporation ("OPEX"). Access and use of the Website (and its related services) is provided by OPEX to you on the condition that you accept these Terms. By accessing, browsing, registering on, downloading pages from and/or otherwise using this Website, you agree to accept and comply with these Terms. You further agree that this agreement is like any written negotiated agreement signed by you, and you agree to be bound by, and fully comply with, its terms and conditions. OPEX makes no representation that the information contained on the Website or the products described or offered on the Website are appropriate, available, or legal in any particular jurisdiction. Those who choose to access or otherwise use the Website (by, for example, purchasing products thereon) do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. YOU AGREE THAT YOU WILL NOT ACCESS THE WEBSITE FROM ANY JURISDICTION WHERE THE SERVICES AND

PRODUCTS DESCRIBED OR OFFERED ON THE WEBSITE ARE ILLEGAL, AND THAT YOU, AND NOT OPEX, ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH THE LAWS OF YOUR JURISDICTION AND ANY OTHER APPLICABLE LAW. You agree to use the Website only for lawful purposes, and that you will not use the Website in any manner that interferes with its normal operation or with any other user's use and enjoyment of the Website. You further agree that you will not access the Website by any means except through the interface provided by OPEX for access to the Website. Creating or maintaining any link from another website to any page on the Website without the prior written authorization of OPEX is prohibited. Any permitted links to the Website must comply with all applicable laws, rule and regulations. YOU MUST BE AT LEAST THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE TO USE THIS WEBSITE, AND FULLY ABLE AND COMPETENT TO ENTER INTO THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT. You understand that there are risks of injury associated with participating in any exercise, program or sports activity. In no event shall OPEX be held liable for any injury or damage to your health in connection with any content provided on or through the Website.

If you do not comply with these Terms at any time, we reserve the right to cancel or terminate your access to the Website (or any part thereof) and/or your user account, if any. In our sole discretion and without prior notice or liability to you or any third party, we may suspend, discontinue, modify or alter any aspect of the Website including, but not limited to: (i) restricting the time the Website is available; (ii) restricting the amount of use permitted; (iii) restricting or terminating any user's ability to use the Website; and (iv) adding, deleting, removing, modifying, disabling, suspending or restricting some or all of the pages features, information, content, applications or services on the Website. You agree that any termination, limitation, restriction, or cancellation of your access to, or use of, the Website may be effected without prior notice. You further agree that your only right with respect to any dissatisfaction with any modification or discontinuation of or to the Website, or any

policies or practices by OPEX in providing the Website, including without limitation any change in content, is to cease using the Website and cancel or terminate your subscription, membership, or registered user account, as applicable.

- 2. YOUR USER ACCOUNT** In order to make a purchase on the Website, you will be required to establish a user account (a “User Account”). To do so, you will need to provide us with certain information (“Account Information”). You agree that the Account Information you provide is true, accurate, current and complete. If any of your Account Information changes, you must update it by using the appropriate update mechanism on the Website, if available. Otherwise, you agree to contact our Privacy Officer as described in our Privacy Policy. If you provide any information that is false, inaccurate, outdated or incomplete, or OPEX has reasonable grounds to suspect that such information is false, inaccurate, outdated or incomplete, OPEX, in its sole discretion, has the right to suspend or terminate your User Account and prohibit any and all current or future use of the Website (or any portion thereof) by you. You are solely responsible for all usage or activity on your User Account including, but not limited to, use of your User Account by any person who uses your Account Information, with or without authorization, or who has access to any computer on which your account resides or is accessible. You are solely responsible for maintaining the confidentiality of your password and your User Account. You may not sub-license, transfer, sell, share or assign your User Account, your Account Information and/or this Agreement to any third party without OPEX’s written approval. Any attempt to do so will be null and void and shall be considered a material breach of this Agreement. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your Account Information), you must promptly change the affected Account Information by using the appropriate update mechanism on the Website, if available, and immediately notify our Privacy Officer as described in our [Privacy Policy](#). OPEX will not be held liable for any loss that you may incur as a result of someone else using your User Account or password, either with or

without your knowledge. However, you may be held liable by OPEX or another party due to someone else using your User Account or password.

3. **PRIVACY POLICY** Use of the Website is subject to the terms of our [Privacy Policy](#) (“Privacy Policy”), which is hereby incorporated into and made part of this Agreement. By using the Website, you agree to be bound by the terms of our [Privacy Policy](#).
4. **AMENDMENTS TO THE WEBSITE** Although OPEX does not constantly monitor the Website, it nevertheless expressly reserves the right, but undertakes no duty, to review, edit, move or delete any material provided for display or placed on the Website, in its sole discretion, without notice. This includes, but is not limited to, the right to correct pricing or typographical errors that may occur on the Website.
5. **AMENDMENTS TO THIS AGREEMENT** From time to time, OPEX may amend these Terms. An example of such an amendment is the inclusion of additional terms of usage that apply to either specific parts of the Website or the Website in its entirety. Continued access of the Website by you will constitute your acceptance of any changes or revisions made to this agreement.
6. **INTELLECTUAL PROPERTY** All Website design, text, graphics, sound, software and other content, and the selection and arrangement thereof, are the property of OPEX or its licensors, and are protected by local, national and international copyright, trademark and other intellectual property laws. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material, including code and software, from the Website. You may download material from the Website and may use the Website for your personal use only, provided you keep intact all copyright and other proprietary notices.
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2. are patently offensive or promote racism, bigotry, hatred or physical harm of any kind against any group or individual;
 3. harass or advocate harassment of another person;
 4. exploit people in a sexual or violent manner;
 5. contain nudity, violence, or offensive subject matter or contain a link to an adult website;
 6. solicit any personal information from anyone under 18;
 7. provide any telephone numbers, street addresses, last names, URLs or email addresses to anyone;
 8. promote information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
 9. promote any illegal or unauthorized copy of another person's copyrighted work;
 10. involve the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";
 11. contain restricted or password only access pages or hidden pages or images;
 12. further or promote any criminal activity or enterprise or provide instructional information about illegal activities;
 13. solicit passwords or personally identifiable information for commercial or unlawful purposes from other Users;
 14. involve commercial activities and/or sales without OPEX's prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; and
 15. include a photograph of another person that you have posted without that person's consent.
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 2. use the Content, including without limitation, the right and license to make, use, sell, offer for sale, and import any products and/or services which practice or embody, or are configured for use in practicing, all or any portion of the Content and the right to practice.
9. Under no circumstances will OPEX be required to treat any Content as confidential (subject to the Website's [Privacy Policy](#)). OPEX will be entitled to use the Content for any purpose whatsoever (consistent with the Website's [Privacy Policy](#) without compensation to you or any other person. For the avoidance of doubt, OPEX will not be liable to you or any other person for any ideas for OPEX's business (including, without limitation, product designs or ideas) derived from the Content and will not incur any liability as a result of any similarities to the Content that may appear in any future products or services of OPEX.

You agree, represent and warrant that all moral rights, or other similar rights, in the Content are waived in favor of OPEX and its successors, assigns and licensees.

You acknowledge that you are responsible for whatever Content you submit, and you, not OPEX, shall have full responsibility for the Content, including its legality, reliability, appropriateness, originality, and non-interference with third-party rights.

OPEX will have the right to refuse to post or transmit all or any portion of any Content. By way of example and not in limitation of anything else in these Terms, OPEX will also have the right, but not the responsibility, to refuse, remove or edit any Content (in whole or in part).

10. **INDEMNIFICATION** You agree to indemnify OPEX, and its respective affiliates, directors, officers, partners, licensors employees, agents, representatives, suppliers, content providers, and the like (collectively, the "Affiliates") and to defend and hold each of them harmless, from any and all claims or demand (including reasonable attorneys' fees) made by any third party due to or arising out of content you submit, post, transmit or otherwise make available through the Website or materials obtained through the Website, your use of the Website or materials obtained through the Website, your connection to the Website or materials obtained through the Website, your violation of these Terms or site specific Terms, or your violation of any rights of another.

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12. MEDICAL DISCLAIMER: REGARDLESS OF ANY PERCEIVED SCIENTIFIC MERIT, THE PRODUCTS, INFORMATION, SERVICES AND OTHER CONTENT PROVIDED ON AND THROUGH THE WEBSITE, INCLUDING WITHOUT LIMITATION ANY PRODUCTS, INFORMATION, SERVICES AND OTHER CONTENT PROVIDED ON ANY 3RD PARTY WEBSITES, ARE NOT INTENDED TO DIAGNOSE, TREAT, CURE OR PREVENT ANY DISEASE OR CONDITION, BUT RATHER TO PROMOTE GENERAL WELLBEING. THE SERVICES AND PRODUCTS OFFERED THROUGH THE WEBSITE HAVE NOT NECESSARILY BEEN EVALUATED BY THE UNITED STATES FOOD AND DRUG ADMINISTRATION OR ANY OTHER REGULATORY AGENCY. WE ADVISE USERS TO ALWAYS SEEK THE ADVICE OF A PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER WITH ANY QUESTIONS REGARDING PERSONAL HEALTH OR MEDICAL CONDITIONS. NEVER DISREGARD, AVOID OR DELAY IN OBTAINING MEDICAL ADVICE FROM YOUR DOCTOR OR OTHER QUALIFIED HEALTH CARE PROVIDER BECAUSE OF SOMETHING YOU HAVE READ ON THE WEBSITE. IF YOU HAVE OR SUSPECT THAT YOU HAVE A MEDICAL PROBLEM OR CONDITION, PLEASE CONTACT A QUALIFIED HEALTH CARE PROFESSIONAL IMMEDIATELY. IF YOU ARE IN CANADA OR THE UNITED STATES AND ARE EXPERIENCING A MEDICAL EMERGENCY, PLEASE CALL 911 OR CALL FOR EMERGENCY MEDICAL HELP ON THE NEAREST TELEPHONE. THE MATERIAL ON THIS WEBSITE IS FOR INFORMATIONAL PURPOSES ONLY. NO MATERIAL ON THIS SITE IS INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE.

13. **LIMITATION OF LIABILITY** IN NO EVENT SHALL OPEX OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY GENERAL, SPECIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE WEBSITE OR ANY PRODUCTS OR SERVICES PURCHASED ON OR THROUGH THIS WEBSITE OR ANY CONTENT PROVIDED ON OR THROUGH THIS WEBSITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE. IN NO EVENT SHALL OPEX OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY CONTENT, OR ANY CHANGES OPEX MAY MAKE TO THE SERVICES, DOCUMENTS, WEB SITE, CONTENT OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE WEBSITE (OR ANY FEATURES WITHIN THE WEBSITE); OR IF APPLICABLE, YOUR FAILURE TO KEEP YOUR PASSWORD OR USER ACCOUNT DETAILS SECURE AND CONFIDENTIAL. IN ANY EVENT, OPEX'S TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS AND CONDITIONS OR ARISING FROM YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE WEBSITE OR ANY PRODUCTS OR SERVICES PURCHASED ON OR THROUGH THE WEBSITE SHALL BE LIMITED TO THE PURCHASE PRICE ACTUALLY PAID BY YOU TO OPEX FOR SUCH PRODUCTS OR SERVICES. Some jurisdictions do not allow the disclaimer of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of the above disclaimers and

limitations may not apply to you. In such jurisdictions, the aforementioned exclusions to liability are limited to the fullest extent permitted by law.

14. **LINKS** The linked sites are not under the control of OPEX and OPEX is not responsible for the content of any linked site or any link contained in a linked site. OPEX reserves the right to terminate any link or linking program at any time. OPEX does not endorse companies or products to which it links and reserves the right to note as such on its web pages. If you decide to access any of the third party sites linked to this Website, you do this entirely at your own risk.
15. **UNSOLICITED IDEA SUBMISSION POLICY** OPEX OR ITS EMPLOYEES DO NOT ACCEPT OR CONSIDER UNSOLICITED IDEAS, INCLUDING IDEAS FOR NEW ADVERTISING CAMPAIGNS, NEW PROMOTIONS, NEW PRODUCTS OR TECHNOLOGIES, PROCESSES, MATERIALS, MARKETING PLANS OR NEW PRODUCT NAMES. PLEASE DO NOT SEND ANY ORIGINAL CREATIVE ARTWORK, SAMPLES, DEMOS, OR OTHER WORKS. THE SOLE PURPOSE OF THIS POLICY IS TO AVOID POTENTIAL MISUNDERSTANDINGS OR DISPUTES WHEN OPEX'S PRODUCTS OR MARKETING STRATEGIES MIGHT SEEM SIMILAR TO IDEAS SUBMITTED TO OPEX. SO, PLEASE DO NOT SEND YOUR UNSOLICITED IDEAS TO OPEX OR ANYONE AT OPEX. IF, DESPITE OUR REQUEST THAT YOU NOT SEND US YOUR IDEAS AND MATERIALS, YOU STILL SEND THEM, PLEASE UNDERSTAND THAT OPEX MAKES NO ASSURANCES THAT YOUR IDEAS AND MATERIALS WILL BE TREATED AS CONFIDENTIAL OR PROPRIETARY.
16. **CHOICE OF LAW** This Website is controlled, operated and administered by OPEX from within the State of Arizona, USA. This Website can be accessed from all provinces and territories of Canada, States within the USA as well as from other countries around the world. As each of these jurisdictions has laws that may differ from those of the State of Arizona, by accessing this Website, you acknowledge and agree that all matters relating to access to or use of this Website shall be governed by the laws of the State of Arizona and the federal laws of the United States of America applicable therein (without reference to conflicts of laws principles). You also agree that any claims or disputes

arising hereunder shall be submitted to the exclusive jurisdiction and venue of the courts of the State of Arizona and acknowledge that you do so voluntarily.

17. **SEVERABILITY** If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.
18. **ENTIRE AGREEMENT** This Agreement, together with the [Privacy Policy](#), the [Purchase and Shipping Policy](#), is the entire agreement between you and OPEX with respect to the Website and your use of same. In the event of a conflict between or among this Agreement and any other documents referenced in this Agreement, the conflict shall be resolved by assigning precedence to this Agreement, then to any documents referenced herein.
19. **ASSIGNMENT** We may assign our rights and obligations under this agreement. This agreement will inure to the benefit of our successors, assigns and licensees.
20. **NO ESTOPPEL FOR FAILURE TO ENFORCE** The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of this agreement, or to exercise any right under this agreement, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and will remain in full force and effect.
21. **INTERPRETATION** All references in this agreement to "Optimum Performance Training Inc.", "OPEX", "we", "us", "our" and like terms should be interpreted accordingly. The insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
22. **SURVIVAL** Sections 8, 9, 10, 11, 12, 13, 14, 15, 16 and 18 shall survive any termination of this Agreement.

PURCHASE AND SHIPPING POLICY

This Purchase and Shipping Policy (the “Policy”) is part of our Terms of Use. Any capitalized terms used but not defined in this Policy will have the same meaning as in our Terms of Use. Unless otherwise expressly provided on the Website, any merchandise or products (collectively, “Products”) offered on the Website will be governed by the terms and conditions of this Policy.

1. **Payment Methods and Billing:** If you wish to purchase from the Website, you must provide your valid credit card information on the Website. The following credit cards are currently accepted: VISA®, MASTERCARD®, and AMERICAN EXPRESS®. By submitting this information to us, you give Optimum Performance Training Inc. (“OPEX”) permission to charge your purchases on the Website to the credit card that you designate on your account. We will not be responsible: (i) for any charges that your credit card issuer may apply to you as a result of processing your purchase; (ii) for any delays or non-delivery of Products that may arise due to any validation checks that may be carried out regarding your payment or identification. (iii) Client authorizes Optimum Performance Training, Inc (DBA OPEX) to make periodic charges or withdrawals (EFT authorization) from the account used to pay the initial amount described above or the replacement account designated by Client and accepted by Optimum Performance Training, Inc (DBA OPEX) for payment of any and all fees, late charges (Failure to pay within 5 days there will be a \$50 late fee) , costs, expenses, or any other monies due to Optimum Performance Training, Inc (DBA OPEX) under the terms and conditions of this agreement. Client understands that Client is entitled to notice of all varying charges and withdrawals under the EFT, but Client waives the right to receive prior notice for charges or withdrawals made with respect to any uncollected payments or portions of the balance due described

above and the corresponding service charges, both of which Client agrees are not varying charges or withdrawals. If at any time the Client's account has an outstanding balance, access to the Website will be revoked. Upon receiving payment, access will be reinstated. Failure to pay any balance within 90 days will result in account suspension and account being subject to being passed on to collections.

2. **Order Acceptance:** Advertisements on the Website are invitations to you to make offers to purchase Products on the Website and are not offers to sell. Your properly completed and delivered order form constitutes your offer to purchase the products or services referenced in your order. Your order will be deemed to be accepted only if and when we send a shipping notice email to your email address. That shipping notice email constitutes our acceptance of your order and forms a legally binding contract with OPEX. We will contact you if all or any portion of your order is canceled or if additional information is required to accept your order. If your order is canceled after your credit card has been charged, we will issue a credit to the credit card you used to make the purchase in the amount of the charge.
3. **Shipping & Handling:** The prices displayed on the Website are quoted in US dollars and are subject to change. These prices do not include shipping and handling or any applicable sales taxes. You are responsible for the payment of any shipping and handling charges, as well as any provincial and federal sales taxes that may apply to your order. Wherever you may reside, title to Products and risk of loss shall pass onto you upon delivery of the Products to a common carrier. OPEX cannot be held responsible for packages that are undeliverable or delivered to an incorrect address due to incorrect or incomplete address information entered (customer address input error). Packages returned to OPEX as unclaimed (not picked up at local postal outlet or from a private carrier including UPS, etc.), refused (by addressee or Customs), or packages returned due to incorrect address information (customer address input error) may be subject to a 20% restocking fee if returned in resalable condition, as well as additional deductions for the original shipping charges (or equivalent if

shipping charges were included in the purchase price) and any return shipping charges.

4. International Orders: If you place an order for shipment to an international address, you will be solely responsible for paying any taxes, tariffs, import or export duties, and other similar fees imposed on such orders. International shipment rates vary based on total package weight and final destination. As above, pricing on the Website does not include any taxes, duties, insurance costs, or tariffs. With regards to Customs, certain Products require substantial processing in order to get clearance into certain countries (particularly the United States, where clearance from the FDA and prior notice with US Customs may be required). In many cases, we may not be able to process your order outside of Canada or United States.
5. Order Returns: Our goal is to ensure that you are satisfied with your purchase from us. OPEX cannot be held responsible for damage to goods during return shipping nor be held responsible for returned Products that have failed to be delivered. Returned Products may be subject to a 20% restocking fee (in addition to shipping costs). If customs or brokerage fees are incurred by OPEX upon the return of any Products, you will be responsible for these costs as well. An exchange (less original shipping charges and restocking fee, if applicable) will be credited to you for like-new returned merchandise in original packaging upon receipt of the returned merchandise. We reserve the right, at our sole discretion, to reject any return that does not comply with the foregoing requirements. All in-person and online seminars, courses, events and membership are non-refundable. Upon approval, a credit towards OPEX product may be given.
6. Misprints: Although we do our best to provide you with the most accurate Product and pricing information, pricing or typographical errors may occur. In the event that an item is listed at an incorrect price or with incorrect information due to an error in pricing or Product information, we reserve the right to correct or cancel an order at any time, and/or edit an order to reflect the correction, and/or correct the error on the Website.

7. Seminar and Course Cancellation and Changes: We reserve the right to cancel, postpone, re-schedule seminars and courses at our discretion at any time before, during or after registration has commenced. We recommend booking refundable reservations with airlines, hotels and rentals cars.
8. Refund Policy: All OPEX educational courses, products, seminars, membership or events are non-refundable after purchase.