

TERMS AND CONDITIONS OF USE

Last Updated: 8/24/2025

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Your access to and use of the Website is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, customers, and others who access or use the Website.

By accessing or using the Website you agree to be bound by these Terms, without modification, and acknowledge reading them. If you disagree with any part of the Terms, you may not access the Website.

PRIVACY POLICY

Your use of the Website is also subject to our Privacy Policy. Please review our Privacy Policy, which also governs the Website and informs users of our data collection practices. Your agreement to the Privacy Policy is hereby incorporated into these Terms.

DISCLAIMER

Your use of the Website is also subject to our Disclaimer. Please review our Disclaimer, which also governs the Website and informs users of various limitations regarding the information provided on the Website. Your agreement to the Disclaimer is hereby incorporated into these Terms.

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You further grant us the right to use your Submission for the purpose of improving our Website, products, or services (and for any other purpose we deem necessary or desirable) without being

obliged to pay you any compensation for our use of your Submission. We are under no obligation to post or use any Submission you may provide and may remove any Submission at any time at our sole discretion. If you do send us unsolicited ideas, such ideas will be deemed non-confidential, and we will not be required to provide any acknowledgement of their source.

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CHANGED TERMS

We may at any time amend these Terms, including our Privacy Policy and Disclaimers. The date of the last revision will be indicated by the "Last updated" date at the top of this page. Any such changes are effective immediately upon notice to you by us posting the new Terms on this Website. We reserve the right to update any portion of our Website, including these Terms, at any time. If you continue to use our Website after we have made revisions, your continued use constitutes consent to the revised Terms, Privacy Policy, and Disclaimers.

NO WARRANTIES

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ADDITIONALLY, WE ARE NOT LIABLE FOR DAMAGES IN CONNECTION WITH (I) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DENIAL OF SERVICE, ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE; (II) LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS, SAVINGS, GOODWILL OR DATA; AND (III) THIRD PARTY THEFT OF, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR INFORMATION OR PROPERTY, REGARDLESS OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE OF AN ESSENTIAL PURPOSE AND WHETHER SUCH LIABILITY ARISES IN NEGLIGENCE, CONTRACT, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY,

EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE DAMAGES.

IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THE DAMAGES, OUR LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU EXCEED THE TOTAL PURCHASE PRICE OF ANY PRODUCTS OR SERVICES YOU HAVE PURCHASED FROM US.

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SECURITY

The security of your contact information is of utmost importance to us. However, you acknowledge the risk of unauthorized access to, or alteration of, your data. We do not accept responsibility or liability of any nature for any losses you may sustain as a result of such unauthorized access or alteration. All information transmitted to or from you is transmitted at your own risk, and you assume all responsibility and risks arising in relation to your use of this Website and the internet. We do not accept responsibility for any interference or damage to

your computer system that may arise in connection with your access to this Website or any outbound hyperlinks.

THIRD-PARTY RESOURCES

The Website may contain links to external websites that are not provided by, maintained by, or in any way affiliated with us. We do not guarantee and are not responsible for the availability, accuracy, relevance, timeliness, or completeness of these external websites or any information thereon. Links to such websites or resources do not imply any endorsement by or affiliation with us. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

We may, from time to time, provide information from a third party in the form of a guest post or interview, in written, audio, video, or other medium. We do not control the information provided by such third-party guests, are not responsible for investigating the truth of any information provided, and cannot guarantee the veracity of any statements made by such guests.

INDEMNIFICATION

You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments, and expenses, as well as third-party claims and causes of action, including, without limitation, attorney's fees, arising out of your breach of any of these Terms, your use of the Website, its content, and any product or service purchased from the Website, or your failure to maintain the confidentiality and/or security of your password or access rights to this Website and its resources. You shall provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records, and reasonable access to you, as we deem necessary. You shall not settle any third-party claim or waive any defense without our prior written consent.

EFFECT OF HEADINGS; SEVERABILITY

The subject headings of the paragraphs and subparagraphs of these Terms are included for convenience only and shall not affect the construction or interpretation of any of its provisions. If any portion of these Terms is held to be unenforceable or contrary to law, such portion shall be construed in accordance with applicable law so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remainder of the provisions shall remain in full force and effect.

ENTIRE AGREEMENT; WAIVER

These Terms, together with the Privacy Policy and Disclaimers, constitute the entire agreement between us pertaining to the Website and supersedes all prior and contemporaneous

agreements, representations, and understandings between us. Any waiver by us of a breach of or right under these Terms will not constitute a waiver of any other or subsequent breach or right. No waiver shall be binding unless executed in writing.

GOVERNING LAW; JURISDICTION

These Terms, including with the Privacy Policy and Disclaimers shall be construed in accordance with, and governed by, the laws of the State of Utah, and the courts of Utah shall have jurisdiction to hear and determine any dispute arising in relation to these Terms. You agree that any proceeding relating to use of this site must be filed exclusively in the appropriate courts located in Wasatch, Utah and you submit to the jurisdiction of those courts and waive any objection based on an inconvenient forum or other reasons.

ALTERNATIVE DISPUTE RESOLUTION

The parties agree to attempt to resolve any dispute, claim, or controversy arising out of or relating to these Terms by mediation. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration, or other dispute resolution procedures.

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CONTACT INFORMATION

The owner of this website is Coach Aiden Carlson. You may contact us by email at coachaidencarlson@gmail.com.