

Terms & Conditions

Effective Date: 01/01/2022

Business: X3 Elevate, LLC (“Coach,” “we,” “us,” or “our”)

These Terms & Conditions (“Agreement”) govern your use of the X3 Elevate website, mobile app, coaching services, and related offerings (collectively, the “Services”). By signing up, booking, or otherwise participating, you (“Client,” “you,” or “your”) agree to be bound by these Terms.

1. Nature of Services

Our programs, whether accessed through one-on-one coaching, self-guided app modules, or promotional offers such as Groupon redemptions, are designed to provide education, accountability, and support for personal development, wellness, and lifestyle improvement.

We do not provide medical advice. The Services are not a substitute for medical care, nutrition therapy, or mental health treatment. You should consult your physician or other licensed healthcare provider regarding any medical condition or before making changes to your diet, exercise, or lifestyle.

2. Client Commitments

By participating in the Services, you agree to:

- Attend scheduled sessions on time (if applicable).
 - Engage authentically and honestly, and take responsibility for your own results.
 - Be willing to try new approaches and step outside your comfort zone, while always being mindful to assess what feels safe and appropriate for you based on your experience and setting.
 - Communicate any concerns directly with us so they can be addressed.
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3. Coach Commitments

We agree to:

- Provide a safe, supportive, and professional environment.
 - Share tools, strategies, and information to help you move toward your goals.
 - Act with integrity, honesty, and respect at all times.
 - Hold you accountable while respecting your pace and needs.
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4. Digital/App Use

By creating an account or accessing the app/website, you agree to the following:

- **Account Security:** You are responsible for maintaining the confidentiality of your login credentials and for all activity under your account.
 - **Accurate Information:** You will provide true, current, and complete information at sign-up and maintain its accuracy.
 - **Prohibited Conduct:** You may not:
 - Use the Services for unlawful purposes or in violation of applicable laws.
 - Copy, share, or reverse engineer program content without authorization.
 - Resell or transfer access to the Services.
 - Upload viruses, spam, or disruptive code.
 - Misrepresent your identity or impersonate another individual.
 - **Termination of Access:** We may suspend or terminate your account at any time for violation of this Agreement, suspected fraud, or misuse of the Services.
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5. Scheduling & Cancellation (One-on-One Coaching)

- Sessions are typically 45 minutes; please allow 60 minutes in your calendar.
 - Programs expire if all sessions are not completed within 30 days after the 90-day start date of your first session.
 - One “emergency reschedule” is permitted with less than 24 hours’ notice. Additional cancellations with less than 24 hours’ notice will be forfeited.
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6. Refunds

- You may cancel within two weeks of your first session. Completed sessions will be deducted from the refund.
- After two weeks, the program fee is nonrefundable, and you remain responsible for any unpaid balance.

- No refunds are provided for Groupon redemptions, digital products, or self-guided app purchases.
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7. Disclaimer

You understand and agree that:

- We are not licensed healthcare providers. We do not diagnose, treat, or cure medical conditions.
 - You are solely responsible for your health, wellness, and medical decisions.
 - You will not discontinue or alter any medical treatment plan without first consulting your physician.
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8. Release of Liability

You voluntarily assume all risks of participation in the Services. To the fullest extent permitted by law, you waive, release, and discharge X3 Elevate, LLC, its officers, employees, contractors, and representatives from any claims, damages, or liabilities (including those caused by negligence) related to your use of the Services.

9. Limitation of Liability

In no event shall X3 Elevate, LLC's liability exceed the total amount you paid for the Services in dispute. We shall not be liable for indirect, incidental, consequential, or punitive damages of any kind, including but not limited to loss of profits, data, or opportunities.

10. Intellectual Property

All content, materials, and resources provided through the Services (including but not limited to text, videos, downloads, and graphics) are owned by X3 Elevate, LLC. You are granted a limited, personal, non-transferable license to access and use materials for your own personal growth. You may not reproduce, distribute, or resell content without prior written consent.

11. Indemnification

You agree to indemnify, defend, and hold harmless X3 Elevate, LLC and its representatives from any claims, damages, losses, costs, or expenses (including attorneys' fees) arising from:

- Your violation of this Agreement,
 - Your misuse of the Services, or
 - Your negligence, misconduct, or unlawful acts.
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12. Non-Transferability

Your rights and obligations under this Agreement are personal to you and may not be assigned or transferred to another individual without our prior written consent.

13. Entire Agreement

This Agreement constitutes the entire understanding between you and X3 Elevate regarding the Services and supersedes all prior agreements, whether written or oral. For one-on-one coaching, your signed coaching contract remains in force alongside these Terms.

14. Severability

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall continue in full force.

15. Force Majeure

We shall not be held liable for any failure or delay in performance caused by events beyond our reasonable control, including but not limited to natural disasters, pandemics, power outages, labor disputes, governmental actions, or internet disruptions.

16. Limitation on Claims

Any claim arising out of or related to the Services must be filed within one (1) year after the cause of action accrues, or it is permanently barred.

17. Governing Law & Dispute Resolution

This Agreement shall be governed by the laws of the State of Georgia, without regard to conflict-of-law principles. All disputes shall be resolved exclusively in the state or federal courts located in Georgia, and you consent to the personal jurisdiction of such courts.

18. Survival

Provisions of this Agreement that, by their nature, should survive termination (including disclaimers, limitation of liability, indemnification, and intellectual property) shall remain in full force.

19. Acceptance

By signing up through the app, website, or third-party provider (such as Groupon), you acknowledge that you have read, understood, and agreed to these Terms & Conditions.
