

Terms and Conditions

Last updated: August 9, 2025 (Illinois, United States)

Welcome to Zephyrs Strength & Performance (“**ZSP**,” “**we**,” “**us**,” or “**our**”). These Terms and Conditions (“**Terms**”) govern your access to and use of the ZephyrsStrengthandPerformance.com website, any related subdomains, and our online booking and payment tools (collectively, the “**Site**”). By using the Site, you agree to these Terms. If you do not agree, do not use the Site.

1) Who we are

ZSP provides sports performance coaching and related services. ZSP may work with affiliated organizations, including Zephyrs Track Club, to deliver services.

2) Eligibility; minors

You must be at least 18 years old to create an account or purchase services. If you are under 18, a parent or legal guardian must review these Terms and complete booking and payment on your behalf. We do **not** knowingly collect personal information online from children under 13. If we learn we collected personal information from a child under 13 without verified parental consent, we will delete it. [eCFR Federal Trade Commission Federal Register](#)

3) Accounts and information you provide

When you create an account or book sessions, you agree to provide accurate information and keep it current. We collect information such as name, date of birth, email, phone, and billing address to schedule and deliver services and to process payments. You are responsible for maintaining the confidentiality of your account credentials and for all activity under your account.

4) Payments; billing; refunds

We use third-party payment processors to accept credit and debit cards. We do not store full card numbers on our systems. You authorize us and our processors to charge your card for purchases made on the Site. All fees, taxes, and any stated booking or late-cancellation charges will be displayed at checkout. Refunds may also be granted upon request, subject to review. The payment environment is expected to meet PCI Data Security Standard requirements through our processor. [PCI Security Standards Council+2PCI Security Standards Council+2PCI Security Standards Council+2](#)

5) Privacy and data security

We use your personal information solely to operate the Site, schedule and deliver sessions, process payments, and communicate with you. We do not sell your personal information. We may share information with ZSP affiliates (such as Zephyrs Track Club) as needed to deliver services, and with service providers (for example, payment processors) under contract. We maintain reasonable administrative, technical, and physical safeguards. If a data breach affecting Illinois residents occurs, we will provide legally required notices and, where applicable, notify the Illinois Attorney General. See our **Privacy Policy** for details. Illinois General Assembly
Illinois Attorney General

6) Electronic communications and e-signatures

By using the Site, you consent to receive communications electronically (email, SMS, in-app notices). You agree that electronic signatures and records related to your transactions with us are legally valid and enforceable under Illinois law. Justia
Illinois General Assembly
Laurie & Brennan, LLP

7) Health and safety disclaimer

ZSP provides performance coaching and educational content. We do not provide medical care, diagnosis, or treatment. Consult a physician before starting any training program, especially if you have injuries or medical conditions. Stop activity and seek medical attention if you experience pain, dizziness, or shortness of breath. In an emergency, call 911.

8) User conduct

You agree not to:

- Interfere with Site operations or security.
- Use the Site for unlawful purposes.
- Attempt to access accounts or data that are not yours.
- Upload content that is infringing, defamatory, or otherwise unlawful.

We may suspend or terminate access for violations.

9) Intellectual property; permitted use

All content on the Site—including text, graphics, logos, videos, and programs—is owned by ZSP or our licensors and is protected by U.S. and international laws. We grant you a limited, revocable, non-transferable license to access and use the Site for personal, noncommercial purposes. You may not copy, modify, distribute, or create derivative works without our written permission.

10) Third-party links and services

The Site may link to third-party sites or use third-party tools (for example, payment processors or scheduling platforms). We are not responsible for third-party content, terms, or policies. Your use of third-party services is governed by their terms.

11) Marketing communications

With your consent, we may send you updates about classes, scheduling, or promotions. You can opt out of marketing emails at any time by using the unsubscribe link. Transactional messages (e.g., receipts, schedule changes) will still be sent.

12) No warranties

To the fullest extent permitted by law, the Site and all content are provided “as is” and “as available,” without warranties of any kind, express or implied, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

13) Limitation of liability

To the fullest extent permitted by law, ZSP, its affiliates, and their directors, officers, employees, and agents are not liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, or for lost profits, arising from or related to your use of the Site or services. Our total liability for any claim relating to the Site or services will not exceed the amount you paid to ZSP for the session(s) giving rise to the claim.

14) Indemnification

You agree to defend, indemnify, and hold harmless ZSP, its affiliates, and their directors, officers, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys’ fees) arising out of or related to your breach of these Terms or misuse of the Site or services.

15) Dispute resolution; governing law

Before filing a lawsuit, the parties will first attempt to resolve any dispute informally in good faith within 30 days after written notice. These Terms and any dispute with ZSP are governed by the laws of the State of Illinois, without regard to conflict-of-law rules, and the exclusive venue and jurisdiction will be the state or federal courts located in Cook County, Illinois. You and ZSP consent to personal jurisdiction in those courts.

16) Changes to the Site or Terms

We may modify the Site and these Terms from time to time. If we make material changes, we will post the updated Terms and update the “Last updated” date. Changes are effective when posted. Your continued use of the Site after changes take effect constitutes acceptance.

17) Contact us

Questions about these Terms or our services?

Zephyrs Strength & Performance

Email: info@Zephyrsstrengthandperformance.com

Privacy Policy

Last updated: August 9, 2025 (Illinois, United States)

Zephyrs Strength & Performance (“**ZSP**,” “**we**,” “**us**,” or “**our**”) respects your privacy and is committed to protecting it. This Privacy Policy explains how we collect, use, share, and protect your personal information when you use our website (ZephyrsStrengthandPerformance.com) and related services.

By using our website or services, you agree to the practices described in this Policy.

1) Information we collect

We collect the following information when you create an account, book a session, or otherwise interact with us:

- **Personal identifiers:** Name, date of birth, email address, phone number, billing address.

- **Payment information:** Credit or debit card details (processed securely through our payment processor; we do not store full card numbers or CVV codes on our servers).
 - **Booking and service history:** Details of your scheduled and completed sessions.
 - **Communications:** Any messages, emails, or other correspondence with us.
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2) How we use your information

We use the information we collect to:

- Book, schedule, and deliver sports performance sessions.
 - Process payments and issue receipts.
 - Communicate with you about your sessions, updates, and account.
 - Improve our services and customer experience.
 - Send you promotional or informational materials if you have opted in.
 - Comply with applicable legal requirements.
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3) Sharing your information

We do **not** sell your personal information. We only share it in the following situations:

- **Affiliates:** We may share your information with ZSP affiliates, such as the Zephyrs Track Club, for service delivery and coordination.
- **Service providers:** We may share your information with vendors who perform services on our behalf (e.g., payment processing, scheduling, IT support). These providers are contractually obligated to protect your information and use it only for the services they provide.
- **Legal requirements:** We may disclose information if required by law, subpoena, or government request, or to protect the rights, safety, or property of ZSP, our clients, or

others.

4) Payment processing

All payments are processed by third-party payment processors that comply with the Payment Card Industry Data Security Standard (PCI DSS). We do not store your full credit or debit card numbers.

5) Data security

We use reasonable administrative, technical, and physical safeguards to protect your personal information against unauthorized access, use, alteration, or destruction.

If a data breach occurs involving your personal information, and you are an Illinois resident, we will notify you without unreasonable delay, and we will also notify the Illinois Attorney General when required by law.

6) Data retention

We keep your personal information only as long as necessary to fulfill the purposes described in this Policy, comply with legal obligations, resolve disputes, and enforce agreements.

7) Minors

We do not knowingly collect personal information from children under 13 without verified parental consent, in compliance with the Children's Online Privacy Protection Act (COPPA). If we discover that we have collected information from a child under 13 without parental consent, we will delete it promptly.

If you are under 18, you may use our services only with the involvement of a parent or legal guardian.

8) Your choices

- **Access and updates:** You can review and update your personal information by logging into your account or contacting us.
 - **Marketing preferences:** You can opt out of marketing emails at any time by clicking the “unsubscribe” link in our emails. We may still send transactional or service-related communications.
 - **Do Not Track:** Our website does not currently respond to browser “Do Not Track” signals.
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9) Third-party links

Our site may contain links to other websites or services. We are not responsible for the privacy practices of third parties. We encourage you to review their privacy policies before providing personal information.

10) Changes to this policy

We may update this Privacy Policy from time to time. If we make significant changes, we will post the updated Policy on our website and update the “Last updated” date.

11) Contact us

If you have questions or concerns about this Privacy Policy or our data practices, please contact us at:

Zephyrs Strength & Performance

Email: [insert email]

Phone: [insert phone]

Address: [insert mailing address]