

## TERMS OF SERVICE

Defy Elite Athletics

Last Updated: [Insert Date]

### 1. INTRODUCTION

Welcome to Defy Elite Athletics ("Company," "we," "our," or "us"). These Terms of Service ("Terms") govern all access to and use of our website, coaching services, athletic consulting, digital products, subscriptions, training programs, communication systems, and any related online or offline services ("Services").

By accessing or using the Services, you ("customer," "user," "client," or "athlete") acknowledge that you have read, understood, and agree to be bound by these Terms.

If you do not accept these Terms, you must discontinue use of the Services immediately.

### 2. ELIGIBILITY

#### 2.1 Age Requirements & Consent

You must generally be 18 years of age or older, except:

Individuals under 18 may receive services with:

- 1) explicit guardian consent,
- 2) Owner approval,
- 3) completed PAR-Q.

#### 2.2 Identity, Aliases & Verification

Aliases may be used if identity can be privately verified and not used for fraud or misconduct.

#### 2.3 Additional Eligibility Requirements

Customers must not misuse Services or redistribute content. Owner retains full discretion to refuse service.

### 3. SERVICES PROVIDED

Professional coaching, performance consulting, digital products, protected libraries, subscriptions, and hybrid instruction.

### 4. CUSTOMER RESPONSIBILITIES

Seek a physician's guidance before training, complete a PAR-Q, acknowledge inherent risks, avoid misconduct, and do not reproduce materials.

### 5. DIGITAL PRODUCTS, CONTENT & SUBSCRIPTIONS

Access is limited to subscription duration. Users may not redistribute, screenshot, replicate, train AI with content, or bypass paywalls.

### 6. PAYMENTS

Payments processed through PayPal, Payoneer, bank transfer, or Company-approved gateways.

### 7. FRAUD, LIABILITY, INDEMNITY & INTERNATIONAL OPERATIONS

#### 7.1 Payment Terms & Authorization

Customer authorizes charges; Company not responsible for banking delays or cross-border restrictions.

#### 7.2 Refund & Chargeback Policy

Refunds per service page; chargebacks may suspend access.

#### 7.3 Fraud Prevention & Suspension

Fraud or violations may result in suspension or termination.

#### 7.4 Limitation of Liability

Defy Elite Athletics, Defy LLC, Owner, and Members are not liable beyond 12 months of fees paid.

Unauthorized private agreements are void and unenforceable.

#### 7.5 Indemnity

Customer indemnifies Defy Elite Athletics, Defy LLC, Owner, and Members from misuse, fraud, or disputes.

Internal Member disputes require Owner-directed mediation.

#### 7.6 International Operations

Company not liable for foreign banking or regulatory issues. PH law governs except where NM law applies for Defy LLC.

#### 7.7 Governing Law & Dispute Resolution

Mediation required. Arbitration optional for Owner.

Arbitration venues: Davao City, mutually agreed location, or New Mexico.

7.7.5 Entrapment Protection: Claims based on coercion, entrapment, manipulation, or manufactured disputes are void.

## **8. HEALTH & SAFETY DISCLAIMER**

Participation is voluntary and at customer's risk. Company is not liable for injuries or adverse outcomes.

## **9. COMMUNICATION & CONSENT**

Customer consents to essential communications including email, SMS, platform notices, coaching updates, and billing alerts.

## **10. DATA & PRIVACY**

Company does not sell data or share without consent except as required by law.

Customer consents to data use for athletic development, analytics, PAR-Q screening, and R&D.

All R&D data belongs exclusively to Defy LLC.

## **11. INTELLECTUAL PROPERTY**

All content and systems are property of Defy Elite Athletics and Defy LLC. Unauthorized use may result in legal action.

## **12. TERMINATION**

Access may be terminated for violations, fraud, chargebacks, or unauthorized sharing.

## **13. MODIFICATIONS**

Company may update Terms; continued use constitutes acceptance.

## **14. CONTACT INFORMATION**

Defy Elite Athletics

<https://defyeliteathletics.com>