

# **TERMS & CONDITIONS**

## **1.0 DEFINITIONS**

1.1 I, me, my, myself, we, us – is in reference to CV Fitness (Chester Villanueva) and any affiliates, employees or associates, past, present and future.

1.2 The client, client, athlete, you, yours, team, member, team member – is in reference to you, the person accessing the website and agreeing to the terms and conditions.

1.3 Service, services, content, protocols, regime, plan, program, programme, programming, guidance – is in reference to all of the nutrition protocols, training protocols, nutrition and training protocol packages and the nutrition and/or training protocols provided as a part of a coaching subscription or competition preparation coaching membership.

1.4 Recommendations, advice, tips, guidance, help, assistance – is in reference to suggested recommendations you receive from CV Fitness (Chester Villanueva), verbally in person, telephone, email, social media, the website or within the protocols. You understand that these are suggested recommendations, not fact and should be used as a general guideline only.

## **2.0 YOUR AGREEMENT**

2.1 By accessing the website, inclusive of any and all webpage(s), information, text or images provided on the website and/or the use of the services, products, recommendations, provided within your protocols or through conversation (both verbally or digitally), you are deemed to have read and agreed to the terms and conditions. It is advised you review these terms and conditions carefully prior to accessing the website and/or completing any transaction.

2.2 You acknowledge that by breaching any of these terms and conditions that we may immediately terminate service, without refund and if needed, take appropriate legal action.

2.3 You acknowledge that we are entitled to suspend or terminate your use of the website or

refuse to sell you products or services if at any time CV Fitness (Chester Villanueva) considers you have brought or possibly may bring the reputation of CV Fitness (Chester Villanueva) or any of our other athletes, employees, subcontractors or affiliates into disrepute.

2.4 The headings used within this Terms and Conditions agreement are included for ease and convenience only and will not limit or affect these Terms and Conditions.

## **3.0 ELIGIBILITY**

3.1 By accessing the website, by signing the terms and conditions and/or by clicking 'I accept', you are agreeing to be personally bound by these terms and conditions. You represent and warrant that you are at least 18 years old, or the age of majority in your jurisdiction and that you are responsible for the accurate and truthful completion of all information.

3.2 In relation to minors – By accessing the website, signing the terms and conditions and/or clicking 'I accept' on behalf of a minor (minor must be no younger than 16 years old) you warrant that you are at least 18 years old, or the age of majority in your jurisdiction. You accept that by accepting on behalf of a minor you are the legal guardian for the minor and that it is your responsibility to inform the minor of, and for their compliance as a user of the website and/or any of the services or products provided by CV Fitness (Chester Villanueva). You accept it is your responsibility to ensure all information provided by the minor is truthful, accurate and correct. Furthermore, you agree that will indemnify us in accordance with any losses or damage that CV Fitness (Chester Villanueva) suffers as a consequence of the minor failing to comply with these Terms and Conditions.

3.3 Without limitation, the website is available only to individuals that can form legally binding contracts under Australian law.

## **4.0 GENERAL CONDITIONS**

4.1 We reserve the right to refuse service, products or access to the website to anyone for any reason at any time.

4.2 You agree to provide accurate and truthful information about yourself when completing any and all documentation provided to you by CV Fitness (Chester Villanueva).

4.3 You will not impersonate any other person or entity.

4.4 You agree that you will not imply negative, defamatory or hurtful comments about the website, any of its content, the services or recommendations as well as CV Fitness (Chester Villanueva)'s individual representatives, athletes, employees or affiliates.

4.5 You acknowledge you are solely responsible for any information you submit to CV Fitness (Chester Villanueva), the website or social media pages.

4.6 You agree to the collection, use and retention of your personal information given by you to CV Fitness (Chester Villanueva).

## **5.0 CONDITIONS OF USE**

5.1 You agree that upon downloading, opening and/or saving any content from the website, content that has been provided to you by us or content that has been provided digitally as a result of a purchase from CV Fitness (Chester Villanueva) or the website, sent to your computer or any other device or method of delivery, that you do not receive any ownership rights to such content.

5.2 By downloading, opening and/or saving any content provided to you from CV Fitness (Chester Villanueva), you agree not to use the products, information and/or recommendations for any unlawful purpose.

5.3 You agree that the use of the website, products, recommendations and/or services offered by CV Fitness (Chester Villanueva) are for personal use only and not for any commercial or other use opposing these Terms and Conditions.

5.4 You understand that the purchase of any of the services and their subsequent recommendations are strictly for the use of the purchaser only.

5.5 You agree that once having received (physically or verbally), downloaded, opened and/or saved any content, products or recommendations from CV Fitness (Chester Villanueva), that you will not replicate, duplicate, copy, distribute, screen shot & forward, rent, lease, lend, share, transfer, sell, give away, post on any social media or forums, reproduce, distribute in

person, publish, republish, print, upload to a third party or claim as your own, any part of the content provided.

5.6 You agree that once having received (physically or verbally), downloaded, opened and/or saved any content, products or recommendations from CV Fitness (Chester Villanueva), that you will not modify, decompile, reverse engineer or obtain content from products or the website, nor will you make them available over any network where they could be used simultaneously by multiple devices at the same time.

5.7 You will not bypass or attempt to bypass any security mechanisms implemented within the website or email accounts.

## **6.0 PAYMENTS**

6.1 Single Payments (FIAT Currency. Eg. US Dollar, AUD, Euro) are managed by a third-party payment gateway, Keepon. ([www.getkeepon.com](http://www.getkeepon.com)). You accept it is your responsibility to view the Keepon policies, procedures and Terms and Conditions before completing a transaction.

6.2 Single Payments (Cryptocurrency. Eg. BTC - Bitcoin, ETH - Ethereum) are managed by a third-party payment gateway, Binance. ([www.binance.com](http://www.binance.com)). You accept it is your responsibility to view the Binance policies, procedures and Terms and Conditions before completing a transaction. ACCEPTING ONLY BTC (Bitcoin).

6.3 Coaching Payment Subscriptions and Competition Preparation Subscription Payments (FIAT Currency. Eg. US Dollar, AUD, Euro) are managed by a third-party payment gateway, Keepon. ([www.getkeepon.com](http://www.getkeepon.com)). You accept it is your responsibility to view the Keepon policies, procedures and Terms and Conditions before completing a transaction.

6.4 With relation to Coaching Payment Subscription and Competition Preparation Subscription clients, acceptance and continued access to our services is subject to payment first being made by you. This is your responsibility - Failure to do so, may result in the termination of services and credit/debit company referral.

6.5 CV Fitness (Chester Villanueva) is not able to access your credit card, nor any other financial details. You agree that we will not be held liable for any loss as a result of the use of this payment method unless caused by our own fraud or fraud of our employees.

6.6 All payments are GST inclusive.

6.7 All FIAT payments are made in Australian Dollars (AUD).

6.8 All Cryptocurrency payments are made in Bitcoin (BTC).

## **7.0 RETURN'S, REFUNDS AND EXCHANGE POLICY**

7.1 With relation to any and all digital services – You understand that as these products are digital, therefore they are deemed 'used' after download and/or opening. This unfortunately means we have a strictly no refund policy in regard to product misunderstanding and/or other reasonings for seeking a return. Please contact [cvfitnesshlc@gmail.com](mailto:cvfitnesshlc@gmail.com) for possible alternate resolution/s.

7.2 With relation to products – You are entitled to a replacement or refund if the goods sold, fail to be of acceptable quality within 14 days from the date of purchase.

Please contact [cvfitnesshlc@gmail.com](mailto:cvfitnesshlc@gmail.com)

You accept that any additional fees are to be accounted for by you. Please choose carefully as we do not refund nor exchange products due to a change of mind.

7.3 You understand that additional sign up fees, initial consultation fees, missed appointment fees and notice of cancellation fees are non-cancellable, non-negotiable and non-refundable under any circumstances.

## **8.0 WARRANTY**

8.1 Subject to the rights granted to you as the consumer by the statutory consumer protection legislation, which cannot be excluded, due to the nature of the products, information, recommendations and/or services offered by the website and as myself, CV Fitness (Chester Villanueva) make no representations to you in respect to your use of the products, information, recommendations and/or services offered by the website or by CV Fitness (Chester Villanueva), we provide no warranty as to any results or outcomes associated with use of the products, information, services or recommendations or recommendations nor by the website.

8.2 You acknowledge and take responsibility that your use of the website and all subsequent information, products, recommendations and services are solely at your own risk.

## 9.0 RISK

9.1 Upon purchase you will receive a receipt of full payment from you for the product and/or service, or when you receive the product and/or service, whichever it is that happens first.

Receipts will be generated and produced by payment systems (Keepon and/or Binance).

Please retain receipt/s or evidence of transaction/s or proof of purchase.

9.2 You understand that loss of damage to the product will become your responsibility when we provide the product to a third party (postage) for delivery.

9.3 You acknowledge that CV Fitness (Chester Villanueva) provides no estimate of time of delivery. If your service is delivered by email and you state that you have not received an email containing your purchase, email [cvfitnesshlc@gmail.com](mailto:cvfitnesshlc@gmail.com) within 7 days of the purchase date, for ongoing investigation regarding your claim.

## 10.0 MEDICAL DISCLAIMER

10.1 You agree that commencement of the use of the website, any of the services or products or implementation of any recommendations by CV Fitness (Chester Villanueva) should only be done so once you have obtained medical clearance from your self-nominated, medically qualified healthcare practitioner. **Seeking medical clearance before commencement is your responsibility. Commencement without prior medical clearance is not recommended and is done so completely at your own risk.** You should immediately seek medical assistance if there are any unanticipated changes to your physical condition at any time.

10.2 You understand that no information provided by CV Fitness (Chester Villanueva) is in anyway intended to be used, or interpreted to be used to treat, diagnose, cure, rehabilitate, solve or prevent any medical condition (Including mental health conditions), for any therapeutic purposes nor should it be taken, understood or interpreted as medical advice or assistance and is absolutely no means a substitute for professional medical advice.

10.3 You must consult a qualified medical professional if you have any, or as soon as you have any, questions or concerns regarding medical conditions or injuries.

10.4 You agree that you are responsible for making your own decisions regarding lifestyle changes including your ability to participate in exercise as per a regime and you are solely responsible for obtaining your own medical advice concerning this. CV Fitness (Chester Villanueva) is not responsible for any exacerbation or onset of injuries, health problems or medical conditions that may or could potentially arise from your changes in lifestyle or participation in exercise or physical activity.

10.5 The use of the website, its contents and commencement of any of CV Fitness (Chester Villanueva) services and/or application of advice is at your own risk.

## **11.0 EXPRESS ASSUMPTION OF RISK**

11.1 By agreeing to these terms and conditions you acknowledge and accept that there are significant risks associated with any and all aspects of lifestyle change, athletic activities and physical training and/or activity.

11.2 You are responsible for assessing and assuming all possible risks related to training including risks that may be caused by your own acts or omissions, health conditions, those around you and risks that are not known to you or are not readily foreseeable at the time of participation.

11.3 Training participation is done so voluntarily and at your own risk. You acknowledge and understand that these risks include (but are not limited to) the following: physical or mental injury or death due to negligence on the part of yourself, your training partner, or of those around you, falls or the failure or improper use of equipment (as per your regime), which results in serious injury or death and sprains, tears or strains.

11.4 You are aware of all of the risks, inclusive of (but not limited to) the above-mentioned risks, and that they may result in serious injury or death to yourself.

11.5 You understand that your training regime may involve weightlifting, demanding

bodyweight exercises, high intensity exercises or long endurance activities.

11.6 You understand that you are not obligated to perform in any exercise that you do not wish to do.

11.7 You understand that if you start to feel uneasy, light-headed, faint, dizzy, nauseated or experience pain or discomfort, you are immediately required to stop the exercise, inform someone around you for help and seek proper medical attention. If no one is around you are to immediately contact '000' or '911' or ensure you have close access to an emergency call point/button.

11.8 You acknowledge if you are at a gym after hours, you are required to wear the supplied duress alarms, as per your gyms/fitness facility's policy and procedures.

11.9 You willingly assume full responsibility for the risks that you are exposing yourself to and accept full responsibility for any physical or mental injury or death that may result from participation of any exercise implemented within the protocols.

11.10 We exclude all liability arising from or in connection to participation with any recreational activities or services for: 1. death; 2. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury); 3. the contraction, aggravation or acceleration of a disease; and 4. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs.

## **12.0 INFORMATION PROVIDED**

12.1 All information provided by CV Fitness (Chester Villanueva) is to the best of the author's ability in an attempt to provide services. However due to the ever-changing nature, and continuous new research findings within the health and fitness industry, such information and numerical values are to be considered as estimates and guidelines only, not exact. Varying factors such as (but are not limited to) new findings in research, the product type, brand, natural fluctuations in fresh produce, the processing practices of ingredients and batches all have the ability to substantially change nutritional composition, therefore create variances in the nutritional information provided.



12.2 You acknowledge that whilst we attempt to review our products and all the content with which we provide, there is no warranty that the information within the website, products, services or application of recommendations is free from error.

12.3 You agree that to the extent permitted by law, we do not make any representations or warranties that any of the information that we provide is reliable, up to date, accurate or complete. CV Fitness (Chester Villanueva) makes no promises or guarantees of any specific results from use of this website, or information provided through services, products or recommendations. You acknowledge that the content can contain certain historical information, therefore may not be current.

12.4 We are not liable for any loss or damage, arising as a result of any action taken, the use of, or your reliance upon, any of the information, material recommendations, services or products obtained through the use of CV Fitness (Chester Villanueva). It remains your responsibility to evaluate the accuracy, completeness and usefulness of such information and services prior to commencement.

12.5 We reserve the right to modify any of the information on this website, products or services at any time. However, we have no obligation to update the content or information on the website, products or services at any time.

12.6 You agree that any information provided on the website, within purchases made from the website, telephone (call or text message), email, social media platforms or in person is an expression of the author's opinion, not fact and should be regarded only as general information. Such information should not be relied upon or used as the primary basis for making any decisions regarding yourself or your lifestyle.

12.7 None of the nutrition protocols available at present are formulated to suit the specific nutritional needs of pregnant or breastfeeding women and therefore should not be implemented. If you have recently stopped breastfeeding, it is recommended you see your healthcare professional prior to commencement.

12.8 If you are in a pregnancy and are opting to continue to exercise and use the guidance of any product or service provided on the website, within purchases made from the website, telephone (call or text message), email, social media platforms or in person, none

of the training protocols available at present are formulated to suit the specific exercise needs of pregnant women and therefore should not be implemented, until recommendation by your healthcare professional is sought out prior to commencement.

12.8 You acknowledge that all the recommendations and services provided from us in an information service only and that you are solely responsible for (at your own discretion) following (or not following) any recommendation, training and/or nutritional protocol that may be provided as a part of the information service.

## **13.0 MODEL RELEASE**

13.1 By accepting these terms and conditions you grant CV Fitness (Chester Villanueva) the rights and permission to use any photographs and/or video footage relevant to training, competition preparation or that illustrate your body transformations.

13.2 You authorise that CV Fitness (Chester Villanueva) can use the above-mentioned photographs and/or video footage for promotional, marketing, advertising, publicity purposes or any other lawful purpose. You waive any right to inspect and approve the finished product that may be used now, and/or in the future, whether that use is known or unknown to you. Additionally, you also waive any right to royalties, or any form of other compensation arising from or related to the use of the image, international or otherwise.

## **14.0 DISCLOSURE**

14.1 You agree that we may disclose your personal information if required by law to do so or if you do not adhere to the Terms and Conditions and/or your appropriate subscription contract.

## **15.0 MEMBERSHIP POLICY**

15.1 With relation to Coaching Subscription or Competition Preparation Subscription athletes, CV Fitness (Chester Villanueva) reserves the right to suspend or terminate your membership if at any point it is discovered you have provided incomplete, inaccurate or misleading personal information.

15.2 All subscription clients will be provided with a password and username.

You agree this is intended for use solely by you and that sharing your account and/or services and/or recommendations as a result of your subscription will result in the non-refundable termination of services, and consequential legal action where we deem necessary.

15.3 You understand that you must not disclose your account details to anyone or allow anyone to use your account. You are entirely responsible for any access to your account by means of the password.

15.4 You understand that you must notify CV Fitness (Chester Villanueva) immediately if there are any changes to your health or the onset of injury.

## **16.0 CANCELLATION OF MEMBERSHIPS**

16.1 You must notify CV Fitness (Chester Villanueva) in writing, two weeks in advance of your intentions to cancel your payment subscription, Coaching services via cvfitnesshlc@gmail.com. You will receive a 'cancellation of Coaching Subscription' document upon us receiving your cancellation request. You acknowledge that coaching subscription services, including payments will cease upon the completion of the two-week (2 weeks) notification of cancellation period and return of the signed 'cancellation of Coaching Subscription' document. You understand that payments will continue to be debited during the two-week notification period and/or until the 'signed cancellation of Coaching Subscription document' is returned to us. Please see your contracts for additional individual variances regarding cancellation.

## **17.0 CREDIT/DEBT REPORTING AGENCIES**

17.1 Due to failure by the customer regarding payment obligation, you, the customer, authorises notification to any debit collection/credit reporting agency regarding the failure to fulfil the payment obligation. Should this occur, at our discretion, we may terminate your contract (where applicable), at which the remainder of the minimum term of payments, including current arrears, will be due in full. You authorise CV Fitness (Chester Villanueva) to add an additional 25% to the full outstanding debt balance, inclusive of any penalties, to offset any of our expense incurred in the collection of your debt and upon the referral to the debt collection/credit reporting agency.

## **18.0 SECURITY OF INFORMATION**

18.1 You acknowledge that when transmitted over the internet, no data can be guaranteed as totally secure. We endeavour to protect your information, however, we do not and cannot warrant the privacy or security of any information with which you provide to us nor can we guarantee that our systems will or can be free from (3rd party) third party interference. You understand any information you provide to us is provided at your own risk.

## **19.0 OUR RIGHTS TO MODIFY SERVICE**

19.1 You accept that CV Fitness (Chester Villanueva) reserves the right to amend and/or delete any information including but not limited to the website, prices, product offerings, information, services as we see fit and without prior notice.

19.2 You will be notified by the email with which you have provided to us as to any changes regarding the terms and conditions. You accept it is your responsibility to review all changes within the terms and conditions. If you do not agree with the changes, then you must email [cvfitnesshlc@gmail.com](mailto:cvfitnesshlc@gmail.com)

## **20.0 JURISDICTION**

20.1 These Terms and Conditions are governed by the laws of South Australia; Australia and you agree to the non-exclusive jurisdiction of the Courts of that jurisdiction and any appeals from those Courts.

## **21.0 QUALITY OF THE WEBSITE**

21.1 We do not guarantee that the website will be error-free or uninterrupted. We are unable to ensure that files and/or documents you open, save or download from the website or received in emails from CV Fitness (Chester Villanueva) will be free of viruses, contamination or destructive features, nor can we guarantee other internet-based communications such as via Facebook, Instagram or Tiktok.

21.2 Poor or slow internet connection speeds and/or older operating systems and/or browsers may result in slower page load times and an inability to view photos or videos on the website or download/open emails. You accept that this is of no fault of CV Fitness (Chester Villanueva).

## **22.0 THIRD PARTY CONTENT**

22.1 CV Fitness (Chester Villanueva) does not accept responsibility for any loss or damage of any kind, regardless of cause, including negligence, which may cause you to directly or indirectly suffer in accordance with or arising from the items, information or services including acts, omissions and conduct with any third party associated with the website, other athletes, advertisers or sponsors. We are not responsible nor liable for the services, items, advice, information, availability, actions or failure to act of any of the third parties referenced, associated or incorporated as a part of CV Fitness (Chester Villanueva). We do not guarantee the quality, accuracy, advice or completeness of the content or services provided by a (3rd party) third party, we will not accept liability for loss or damage arising from the use of or your reliance upon any information or services obtained through a (3rd party) third party. You accept that it remains your responsibility to carefully review any and all of the (3rd party) third parties' policies, procedures and terms and conditions of service prior to the commencement of any transaction. Any complaints, claims, concerns or questions regarding (3rd party) third party content or products should be directed to the associated (3rd party) third party and not CV Fitness (Chester Villanueva).

## **23.0 LINKED WEBSITES**

23.1 The website may reference and/or link to (3rd party) third party websites on the internet. CV Fitness (Chester Villanueva) has no control over these websites or the content found within them. We cannot and do not, represent, guarantee or warrant that the content contained within such websites are inoffensive, accurate, safe and/or legal. Additionally, we do not warrant that such websites will not contain viruses or otherwise impact your computer or mobile devices. You agree and understand that you will not make any form of claim against us for damages or losses, however they may arise as a result from your use of a link to access another website.

## **24.0 LIMITATION OF LIABILITY**

24.1 Subject to the rights granted to you as the consumer by the statutory consumer protection legislation, which cannot be excluded, in no event will we (including our employees and subcontractors) be liable to you for any injury, or incidental, undue damage whatsoever, including damages for loss of income, any loss of revenue, loss of data, loss of profits or loss of opportunity whether the losses be direct or indirect to you, suffered or incurred by you and arising out of or in connection to the use of the website, products or services or your reliance

of any of the information, use of the services or recommendations provided by us or any linked website regardless if liability is based on any breach of the contract, including negligence, or warranty arises except to the extent such limitation or exclusion of liability is not permitted by law.

## **25.0 INDEMNITY**

25.1 You agree to indemnify us, including our employees or subcontractors to the full extent required from any and all third party claims, liabilities, damages, expenses and costs, inclusive of all legal fees incurred on a solicitor/client basis, that may be suffered or incurred by us as a result of your improper or illegal use of the website and/or services and/or your facilitation or support of a third party causing damage to us from your breach of any of the terms and conditions.

25.2 You agree to indemnify us in full for any losses, claims, abilities, expenses or costs ('losses') incurred by CV Fitness (Chester Villanueva) which you may cause or contribute (indirectly) to such loss.

25.3 You agree to indemnify us for any claim, liability, expenses and/or costs rising from any injury or health problems that could or may arise from your participation in any of the CV Fitness (Chester Villanueva) services or recommendations. You acknowledge that commencement of these services and/or recommendations is completely at your own risk.

## **26.0 BREACH OF CONTRACT**

26.1 Both yourself, the customer and CV Fitness (Chester Villanueva) each hold rights of termination for a material breach of any term or condition of the contract. The contract will be terminated upon receipt in writing outlining the details of the relevant breach.

## **27.0 WAIVER**

27.1 Any delay in or failure to exercise a power or right we have under these terms and conditions, unless in writing to you, does not amount to a waiver of that power or right and will not prevent or impact our entitlement to exercise that power or right at a later date.

## **28.0 FEEDBACK AND OTHER SUBMISSIONS**

28.1 You agree that we may, at any given time without restriction, edit, copy, publish, distribute, translate or use otherwise any suggestions made by you, to us regarding business improvement, proposals, ideas, designs, plans or other materials, made online, verbally, or otherwise (including social media comments).