



M A U N A



TERMS & CONDITIONS

Agreement by Athlete

Services offered to you are conditioned on your acceptance without modification of the terms, conditions, and notices contained in our website and all documents required for participation in our Coaching Services herein. Your use of Coaching Services constitutes your agreement to all Terms & Conditions. Read these terms, keep a copy, and file for your reference. By entering your initials, signature or ticking the consent box on our check out forms (Terms & Conditions, Coaching Agreement, Release Waiver, Confidentiality Agreement), you agree to be personally bound by our Terms of Service.

These terms apply to the use of our Website, Coaching Services, Consultations, Brand programs, Sponsorships, and training camps provided by Mauna Endurance. Our training, coaching, advice and education are for Athletes and people of all levels and abilities.

Medical Professional Consultation

As with any physical activity, before beginning any fitness endeavor the Athlete should consult with a health care professional to avoid any health risks and restrictions appropriate to each individual. If during the course of training the Athlete undergoes unexpected physical changes in regards to their conditions please seek medical help immediately. Persons with pre-existing medical conditions, in poor health, or with any concerns as to commencement of a new fitness endeavor are responsible to consult with an appropriate healthcare professional and receive their consent before beginning any program or following any information on any source from our Company.

We do not give any medical advice and no content in any of the materials of Mauna Endurance is intended to be for medical use.

Insurances and Cover

You shall have your own individual health cover provider that will cover any medical expenses, in which you may incur. If travelling overseas, you also agree to have International Travel Insurances to cover these as well. In-person events such as training camps, requires that the Athlete provide proof of insurance prior to arrival to the activity.

Information and Content

We reserve the right to update the information available on our website. The Athlete acknowledges that the information on the website may not be the most current of updates in the relevant industry. Our Company makes an effort to provide quality information by relying on sources known to be accurate and up to date within the industry. We provide information on the grounds of Good Faith and we do not make representations or warranties that any information we provide is reliable, accurate, or complete. Also, we make no guarantees of any specific result from the information provided by our Company. If any loss arises from any action taken by any user while relying on the information on any of our materials, we are not liable in any way shape or form.



Security of Information

We take reasonable steps to preserve the integrity and security of any information related to Brands and Athletes. As a Company, we have not had any data leak issues. Any information communicated in any shape or form by you to us is done so at your own risk, however we take all necessary steps to maintain its confidentiality. We do not warrant or ensure the security of any information received by us.

Third Party Content

We do not accept responsibility for any loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with or arising from the products or services including acts, omissions and conduct of any third party related to our Company. We are not responsible for the products, services, advice, information, actions or failure to act of any third parties related to our Company. We do not make any guarantee as to the accuracy, completeness, or relevance of content from our third-party sources therefore will not accept liability from any damage arising from relying on the information obtained from third parties.

Coach Representations

The Company's Coaches are not qualified to provide nutrition, strength, conditioning, or sports psychology advice. Any information shared by the Coach should only be used for educational purposes, which includes topics such as health, fitness, nutrition, or travel information. They do not provide professional medical advice, diagnosis, treatment or rehabilitation and may refer the member to seek advice from third party resources.

Payment Methods and Schedule

An athlete must update card information immediately in case of replacement or loss, in all of their payment methods. Failure to make a payment within 5 days past due, will result in a \$30 late fee PLUS all past-due payments. After 10 days of the past due charge, Company will proceed to terminate the membership or service purchased. In addition, unpaid amounts shall accrue a monthly interest charge equivalent to 12% annually. An Athlete with unpaid outstanding payments will be reported to Collections.

Payment Structure

Athletes will incur a \$99 USD charge upon initiation of Coaching services for all tiers. If an Athlete decides to cancel the service and re-initiate a coaching program later on, the initiation charges of \$99 USD must be paid again.

An Athlete, who begins service at any time that is not the 1st of any month, will be charged a pro-rated amount before commencement of full monthly payment upon the 1st of the month following initiation.

Upgrading and Downgrading Coaching Tiers



Athletes can downgrade tiers no more than once a year. When downgrading and upgrading, the Athlete will complete the current month in the previous plan before transitioning to a new plan the following month.

Foreign Users/Athletes

Our Company is controlled, operated and administered from our base in the United States of America. If you access or use any service, information, advice, or brand partner discounts from a location outside the USA, you are responsible for compliance with all local laws.

Program Participation Refund Policy

Refunds will not be given once a program has begun. No refunds will be given retroactively for missed consultations or classes, nor will they be given due to missed consultations or classes or late arrivals, failure to bring necessary equipment or documentation, or disinterest in the consultation. An event, considered as what is commonly referred to as an “Act of God”, could receive or be provided with a make-up consultation on a case-to-case basis.

Changing Coach

Athletes can request for a change in Coach within the first 90 days of program and further on no more than once per year. Aside from the complimentary change in Coach at the beginning of the program, the Athlete will incur a Change Coach Fee of \$50 USD for further changes.

Membership Cancellation Policy

Monthly dues will be charged automatically or paid via the preferred payment method until an athlete cancels. An athlete may cancel their membership by emailing info@maunaendurance.com with a 30-days’ notice. If a 30 days’ notice falls in mid-month, the Client will incur the charges for the full last month.

An Athlete may request a Membership Freeze, which will be considered on a case-by-case basis. A one-time charge of \$30 dollars will be considered when freezing an account.

Membership is not transferable.

Pricing and Brand Partner Discounts

Pricing for all of our services is subject to change upon management discretion. Client will be notified by email at the electronic mail address provided and linked to the Athlete. Athlete has the right, at the time of price increase, to decline to continue using the services.

Brand partner discounts may change subject to the sole and absolute discretion of the brand without prior written notice. Brands may amend benefits or rescind from working with our services at any point in time and treat each geographic area separately and individually. Our Company does not warrant or guarantee the continuation of any brand partner discounts. Brand Partner discount codes are considered confidential information and if shared with public will result in an Athlete losing its privileges.



Termination

We reserve the right, in our sole discretion, to terminate your access or any service provided to you without notice. Use of any of our services or information is unauthorized in any jurisdiction that does not give effect to all provisions of this Agreement, including, without limitation, this section and all documents provided before initiating any Coaching program.

Liability

In no event will we (or our employees, agents and subcontractors) be liable to you for indirect, special or incidental, punitive, exemplary or consequential loss, costs, expenses and damages (or any loss of revenue, loss of data, loss of profits or loss of opportunity whether the losses be direct or indirect), suffered or incurred by you and arising out of or in connection with your access to or use of services/information provided by us.

Reservation of Rights

Our Company reserves the right, in its sole discretion, to change the terms offered in any of our services. The most current version of the terms will supersede all previous versions.

Indemnification

You agree to indemnify, defend and hold harmless this Company, its officers, directors, employees, agents, contractors and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use any of our services or information.

Governing Law

To the maximum extent permitted by law, the laws of the State of California govern this agreement and you hereby consent to the exclusive jurisdiction and venue of courts in California in all disputes arising out of or relating to the use of any of our Company's services.

Please email info@maunaendurance.com with any questions or concerns.