

# **PACE Nutrition Coaching, LLC**

## **Client Services Agreement**

**PACE Nutrition Coaching, LLC** (“PACE”, “we”, “us”, or “our”) provides nutrition and other wellness-related programs, advice, assistance, **and services (the “Services”)**. Such Services include, but are not limited to, personal coaching and online coaching utilizing Precision **Nutrition, Inc’s**<sup>(1)</sup> ProCoach, a nutrition coaching software for health and fitness professionals.

By signing below, otherwise expressly agreeing to this Client **Services Agreement (“Agreement”)**, and/or by using our Services, you acknowledge that you have read, understand and agree to be bound by this Agreement, as amended from time-to-time.

### Limitation of Scope of Services

WE ARE NOT HEALTHCARE PROFESSIONALS. OUR SERVICES DO NOT PROVIDE OR OFFER, AND ARE NOT A REPLACEMENT FOR, PROFESSIONAL MEDICAL EVALUATION, ADVICE, DIAGNOSIS OR TREATMENT (“MEDICAL ADVICE”). WE PROVIDE OUR SERVICES FOR INFORMATIONAL PURPOSES ONLY.

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YOU AGREE THAT, BEFORE AND WHILE USING OUR SERVICES, IT IS YOUR RESPONSIBILITY TO CONSULT WITH YOUR PHYSICIAN OR OTHER HEALTH CARE PROVIDER FOR MEDICAL ADVICE, PARTICULARLY IF YOU HAVE OR DEVELOP A MEDICAL CONDITION(S) OR ARE OR BECOME AT RISK FOR PROBLEMS ARISING FROM CHANGES IN YOUR DIET OR LIFESTYLE.

### Personal Information and Privacy

We recognize the importance of privacy and the sensitivity of information that identifies you, or by which your identity could be **deduced (“Personal Information”)**. By using the Services, you consent to the collection, use, and disclosure by us of your Personal Information, including but not limited to your payment and health information, as required to provide you the Services you request or by law. Your Personal Information will only be viewed by PACE coaching staff and will not be otherwise used or disclosed unless you provide your express permission for us to do so.

### Payment

You agree to pay for all Services requested, and/or authorize us or our third-party payment processor(s) to charge, using your

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selected payment method and in accordance with your chosen program and payment plan, all applicable fees and costs (including, but not limited to third party costs that we may incur in efforts to collect any chargebacks or unpaid balances from you). Payment plan charges will continue until terminated by you or us in accordance with this Agreement.

You may terminate our Services at any time by emailing us at [pacenutritioncoaching@gmail.com](mailto:pacenutritioncoaching@gmail.com).

In the event of your default under this Agreement, including but not limited to payments more than 30 days past due, we reserve the right to terminate or suspend your account or use of the Services at any time without notice.

In the event that you or we terminate, there will be no refund for Services already provided to you.

Upon termination of our Services, all provisions of this Agreement which should survive will survive.

### Content Rights and Ownership

You agree to not use, communicate, or display the PACE name, or any program content or materials made available through the Services, for any commercial purpose, on social media, or for

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the benefit of any third party without our express written consent.

### Limitation of Liability

PACE is a Limited Liability Company organized in the state of Missouri, USA and is entitled to all rights and limitations of liability granted to Limited Liability Companies by law.

Regardless of any statute or law to the contrary, any claim or cause of action against PACE arising out of or related to this Agreement or use of the Services must be filed within ninety (90) days after such claim or cause of action arose or be forever barred.

Date: \_\_\_\_\_

Full Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

<sup>(1)</sup> PACE Nutrition Coaching, LLC is not affiliated with Precision Nutrition, Inc. (**“Precision”**). All content provided or otherwise made available by Precision through the Services including but not limited to text, graphics, images, music, software (including ProCoach), audio, video, concepts, methods of operation, works of authorship of any kind, and information or other materials appearing on or emanating to and/or from the Services, as well as their overall design and **appearance (the “Content”) is owned, controlled or licensed by or to Precision.**