

**TERMS OF SERVICE**

These terms of service, as amended from time to time (the “**Terms**”), shall govern the Informed Consent Form(s) between Supernova Nutrition and Fitness LLC, and its managers, employees, agents, instructors and coaches (“**Supernova**”) and the client (“**You**”).

**PAYMENT**

Payment shall be due in full before any services pursuant to a nutrition or personal training package (each, a “**Package**”) are provided by Supernova. Payment can be made via the Supernova website (http://supernovafit.com). Any amount remaining unpaid for fifteen (15) days after payment is due is subject to interest at the rate of one percent (1%) per month, until the amount owing is paid in full. Any pricing of each Package that is communicated to You is subject to change at any time if accompanied by written notice of such change. In the event that collection efforts are required, You agree to reimburse Supernova for all reasonable costs and expenses of collection, including reasonable attorneys’ fees.

**CANCELLATION FEES**

Package Sessions

Upon signing up for a Package, You commit to at least three (3) months of working towards your goals If within the first two (2) weeks of beginning a Package, You have reservations, have discussed them with a Supernova coach or trainer, and still wish to cancel, You may receive a full refund in Supernova’s sole discretion. If You wish to cancel the package after completing two (2) weeks of a Package, You will be charged for 50% of the remaining sessions left in your Package. Supernova is invested in your success, and we want You to feel fully committed in those first three (3) months. After the first three (3) months, You may continue to use Package services a month at a time or cancel at any time without incurring a cancellation fee.

To cancel a personal training video session, You must provide at least a 24-hour notice to Supernova in order to cancel your scheduled session without incurring any cancellation fees. If You cancel a session LESS than 24 hours from the scheduled start time, You will be charged in full for that session, as your coach will still utilize that time to working on the your fitness program.

To cancel a virtual nutrition coaching video session, You must provide at least a 24-hour notice to Supernova in order to cancel your schedule session without incurring any cancellation fees. If You cancel a session with less than 24 hours’ notice, the session will be forfeited, no refunds will be issued, and Supernova will send a summary resource related to that session’s topic electronically.

However, life happens so You will have one ‘free pass’ where one (1) missed personal training video or nutrition coaching session can be rescheduled within a week’s time.

Single Sessions

You must provide at least a 24-hour notice in order to avoid forfeiting the fees for such missed video session. A refund will not be made to You if less than 24 hour notice is provided. You will be allowed one ‘free pass’ where You may reschedule such missed session without incurring a fee.

Online Check-Ins

You must submit your information within your assigned 24-hour window. There will be an extra 24 hours after this where You may submit a late online check in and still receive a detailed response. After the 48-hour window has passed, the check-in is forfeited, and we pick back up at the next week’s check-in date.

Should your nutrition coach cancel a video session with less than a 24-hour prior notice, You shall be entitled to one (1) free session upon rescheduling. The free session must be redeemed within seven (7) days of the cancellation, or such free session will be forfeited. However, should your coach cancel a session with MORE than 24-hour notice, the video session shall be rescheduled within 7 days to ensure consistency and progress in your fitness program where You will not be entitled to any additional concessions.

**DISCLAIMER OF ALL WARRANTIES**

SUPERNOVA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Supernova does not provide medical advice, diagnosis or treatment. The services of each Package are not intended to be a substitute for professional medical advice, diagnosis, or treatment. You agree to always seek the advice of a qualified health provider with any questions You may have regarding a medical condition. Reliance on any information provided by Supernova is solely at your own risk.

**INDEMNIFICATION**

You agree to fully indemnify, hold harmless and defend Supernova and its managers, officers, employees, agents, owners, and affiliates from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney‘s fees and costs), involving a third party claim, which arise out of, relate to or result from your breach of any covenant, obligation or other duty contained in these Terms or under applicable law.

**NON-DISPARAGEMENT**

You will not make any false, disparaging or derogatory statements to any person, client, entity, media outlet, industry group, or financial institution regarding Supernova or any of its managers, officers, employees, agents or representatives, or about the Company’s business affairs and offered services.

**LIMITATION OF LIABILITY**

THE TOTAL LIABILITY OF SUPERNOVA TO YOU UNDER THESE TERMS SHALL BE LIMITED TO ACTUAL DAMAGES AND SHALL IN NO EVENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY YOU TO SUPERNOVA FOR THE SERVICES PERFORMED HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL SUPERNOVA BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES RELATED TO THESE TERMS OR RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SERVICES, OR ARISING FROM ANY CAUSE OF ACTION WHATSOEVER, INCLUDING CONTRACT, WARRANTY, TORT, STRICT LIABILITY, INDEMNITY OR NEGLIGENCE, EVEN IF SUPERNOVA HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

**TERMINATION**

Supernova may terminate these Terms and the provision of services to You pursuant to a Package at any time without notice or cause. Upon termination of these Terms and any related services, Client shall pay to Supernova all amounts earned, due and payable to Supernova in connection with the services performed hereunder. Any prepaid services shall be refunded to You within thirty (30), subject to Supernova’s right to offset any fees owed to it. The provisions of these Terms which require or contemplate performance after the termination of these Terms will be enforceable notwithstanding such termination.

**GENERAL**

These Terms shall be governed by Virginia law. These Terms, and any Informed Consent Form(s) entered into by You, reflect the entire agreement between Supernova and You, and supersede all prior agreements, understandings, and/or verbal or oral representations made by either party. These Terms are subject to change at any time without notice to You.