

TERMS OF SALE

This Terms of Sale Agreement is a legally binding contract by and between CORE POWER HEALTH & FITNESS INC™ having a principal place of business at 6401 Rialto Blvd #515 Austin, TX 78735 and Purchaser of HIP CAMP™ ("Purchaser").

Purchaser understands that they can contact CORE POWER HEALTH & FITNESS INC™ at corepowerhealth@gmail.com to answer any questions or to explain this Agreement and the Refund Policy.

The period of this Agreement begins on the date of purchase of HIP CAMP™.

1. PAYMENT

I understand that I am responsible for paying CORE POWER HEALTH & FITNESS INC™ in full for HIP CAMP™. Participant may lose access to the program if payments are missed or full payment is not completed by the due date.

Purchaser shall: (i) pay CORE POWER HEALTH & FITNESS INC™ at the current standard rates, and (ii) pay CORE POWER HEALTH & FITNESS INC™ in full upon purchase OR 3 monthly payments as stated below under the Payment Plan. All payments pursuant to this Agreement are non-refundable. CORE POWER HEALTH & FITNESS INC™ reserves the right to place further services on hold until any outstanding invoice is paid and to invoice Client ten percent (10%) annual interest rate for any outstanding, undisputed invoice not paid within thirty (30) days after receipt. If payment ceases for a period of 30 days, this Agreement will be cancelled, and Client will be required to pay the prorated amount due for services performed up to that date.

Your credit/debit card details are not handled by CORE POWER HEALTH & FITNESS INC™. All payment and all credit card handling is through a third party. Authority for payment must be given at the time of placing your order.

2. FEES

The fee for CORE POWER HEALTH & FITNESS INC™ includes the following two options: 1 payment of \$247 USD (due at time of purchase) or 3 monthly payments of \$ 97 USD. If you select the Payment Plan, you will pay \$97 at the time of purchase, and \$97 each month for an additional 2 months from the date of purchase, for a total payment of \$291. If you choose the Payment Plan option, **you are responsible for all 3 payments.**

PLEASE NOTE: This is not a monthly membership program with the option to cancel further monthly payments. The Payment Plan option is simply the opportunity to split your payment up over the next 3 months.

3. METHODS OF PAYMENT

If Purchaser elects to pay by monthly installments, Purchaser authorizes CORE POWER HEALTH & FITNESS INC™ to charge Purchaser's credit card or debit card. If Purchaser elects to pay in FULL, Purchaser may pay by credit card, debit card, or PayPal.

Purchaser must provide current, complete, and accurate billing and credit card information. Purchaser must promptly update all billing information (such as billing address, card number, and expiration date) to keep their account current, complete, and accurate, and must promptly contact CORE POWER HEALTH & FITNESS INC™ if their credit card is lost or stolen, or if they become aware of a potential breach of account security (such as an unauthorized disclosure or use of their Sign-In Name or Password). Purchaser hereby authorizes CORE POWER HEALTH & FITNESS INC™ to obtain or determine updated or replacement expiration dates for their credit card in the event that the credit card you provided us expires. We reserve the right to charge any renewal card issued to you to the same extent as the expired card. **If payment is not received from your credit card issuer or PayPal account, you hereby agree to pay all amounts due upon demand. You agree to pay all costs of collection, including attorney's fees and costs, on any outstanding balance.** In certain instances, the issuer of your credit card may charge you a foreign transaction fee or related charges, which you will be responsible to pay. You are advised to check with your bank and credit card issuer for details.

4. REFUND POLICY

Your purchase of HIP CAMP™ includes a 7 day 100% Money Back Guarantee. If you are not completely satisfied with our provided services and products, please contact us at corepowerhealth@gmail.com within 7 days of beginning HIP CAMP™ to request a refund.

If the HIP Kit™ products were included in your tuition and ordered by CORE POWER HEALTH & FITNESS INC™, you will be required to return the product (HIP Kit™) in its original condition to receive a full credit. CORE POWER HEALTH & FITNESS INC™ is not responsible for returned shipments if they are lost or damaged on their way back to us. CORE POWER HEALTH & FITNESS INC™ will initiate a refund of the original purchase price of your program, less shipping and handling charges.

Send all returns to:
Core Power Health & Fitness Inc
6401 Rialto Blvd #515
Austin, TX 78735

You also have the option to keep your HIP Kit™ products and receive a refund on HIP CAMP™'s online trainings and coaching tuition (if the HIP Kit™ products were included in your tuition). If you cancel within 7 days of beginning HIP CAMP™ and request a tuition only refund, we will initiate a refund on your original purchase price minus a \$97 fee for the HIP Kit™ products. You will not need to return the HIP Kit™ products to us if you choose this option.

5. CANCELLATION OR POSTPONEMENT

If CORE POWER HEALTH & FITNESS INC™ cancels HIP CAMP™ before it begins, Purchaser is entitled to a full refund of all paid program fees within 10 business days. If CORE POWER HEALTH & FITNESS INC™ discontinues the program after it begins, Purchaser is entitled to a

partial refund of the portion of the program that remains undelivered. Postponement by CORE POWER HEALTH & FITNESS INC™ of a scheduled start date for any service, program, or course shall not entitle Purchaser to a cancellation of this Agreement. Purchaser will be guaranteed a reservation in the next scheduled start date for that program.

6. PARTICIPANT ACKNOWLEDGEMENT

This Agreement shall constitute the entire agreement between Purchaser and CORE POWER HEALTH & FITNESS INC™. Purchaser understands and agrees that this Agreement supersedes any prior or contemporaneous oral or written agreements or statements and may not be modified without the written consent of CORE POWER HEALTH & FITNESS INC™. Purchaser also understands that this Agreement constitutes a binding contract upon purchase of HIP CAMP™.

7. USE OF RECORDINGS

Please note that coaching calls, webinars, or other audio or visual services may be recorded and can be used in the future by CORE POWER HEALTH & FITNESS INC™ for business and promotional materials or in conjunction with the sale of any products or services unless you specifically request otherwise. If you would like to make such a request, please send an email to corepowerhealth@gmail.com.

8. CONFIDENTIALITY

As part of HIP CAMP™, Purchaser and CORE POWER HEALTH & FITNESS INC™ agree to hold any Confidential Information received from the other in the strictest confidence.

Purchaser also agrees to hold every other *participant's* Confidential Information in the same strict confidence as required between CORE POWER HEALTH & FITNESS INC™ and its HIP CAMP™ participants. Information shared in Facebook groups, on calls, in video conferences, or any other means shall be maintained as confidential.

9. ACCESS TO PROGRAM MATERIALS and FACEBOOK GROUP

Purchaser will have lifetime access to all materials as long as the program exists. In the event CORE POWER HEALTH & FITNESS INC™ discontinues the program, Purchaser will be given fair notice in order to have sufficient time to download any available content before the program ends.

The private Facebook group will be closed upon the completion of the HIP CAMP™ group this Agreement applies to. CORE POWER HEALTH & FITNESS INC™ reserves the right to keep the group open for a longer period, but this in no way waives the right to close it at a future date. CORE POWER HEALTH & FITNESS INC™ reserves the right to transfer the private Facebook group into a paid option at the end of the program.

10. NO GUARANTEE OF RESULTS

PURCHASER EXPRESSLY AGREES THAT THEIR USE OR INABILITY TO USE HIP CAMP™ IS AT PURCHASER'S SOLE RISK. The content of HIP CAMP™ is for informational purposes only. By purchasing participation in HIP CAMP™ you accept, agree and understand that you are fully responsible for your progress and results and that we offer no representations, warranties or guarantees verbally or in writing regarding your results of any kind. You alone are responsible for your actions and results in life and business which are dependent on personal factors including, but not necessarily limited to, your skill, knowledge, ability, dedication, network and financial situation, to name just a few. You also understand that any testimonials or endorsements by our clients, customers or audience represented on our programs, websites, content, landing pages, sales pages or offerings have not been scientifically evaluated by us and the results experienced by individuals may vary significantly. Any statements outlined on our websites, programs, content and offerings are simply our opinion and thus are not guarantees or promises of actual performance. We offer no professional legal, medical, psychological or financial advice.

11. INTELLECTUAL PROPERTY

By accepting this Agreement, Purchaser acknowledges and agrees that all content presented within HIP CAMP™ is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of CORE POWER HEALTH & FITNESS INC™ and/or its Affiliates.

You are only permitted to use the content as expressly authorized by CORE POWER HEALTH & FITNESS INC™ or the specific content provider. Except for a single copy made for personal use only, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any content or information from HIP CAMP™ in any form or by any means without prior written permission from CORE POWER HEALTH & FITNESS INC™ or the specific content provider, and you are solely responsible for obtaining permission before reusing any copyrighted material that is available within. Any unauthorized use of the materials referred to may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

12. GENERAL INFORMATION AND UNDERSTANDINGS

CORE POWER HEALTH & FITNESS INC™ that it has the right to provide HIP CAMP™ and will use all reasonable skill and care in making it available to Purchaser and in ensuring its availability. Because of the nature of the internet, errors and omissions do occur and CORE POWER HEALTH & FITNESS INC™ not give any other warranties in respect of HIP CAMP™.

CORE POWER HEALTH & FITNESS INC™ is continually seeking to improve HIP CAMP™. CORE POWER HEALTH & FITNESS INC™ the right, at its discretion, to make changes to any part of HIP CAMP™ provided that it does not materially reduce its content or functionality.

13. REPRESENTATIONS AND WARRANTIES

Each party warrants that:

- (i) This Agreement has been duly and validly executed and delivered and constitutes a legal, valid, and binding obligation, enforceable against either party in accordance with its terms;
- (ii) They have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform their obligations under this Agreement, without the approval or consent of any other party; and
- (iii) They have sufficient right, title, and interest in and to the rights granted in this Agreement. CORE POWER HEALTH & FITNESS INC™ that the Services will be performed in a professional manner in accordance with recognized industry standards. To the extent services provided are advisory, no specific result is assured or guaranteed.

CORE POWER HEALTH & FITNESS INC™ DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (BY ANY TERRITORY OR JURISDICTION) TO THE EXTENT PERMITTED BY LAW, AND FURTHER CORE POWER HEALTH & FITNESS INC™ EXCLUDES ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY TO THE EXTENT PERMITTED BY LAW.

14. LIMITATION OF LIABILITY

MAXIMUM LIABILITY FOR ANY ACTION ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN TORT OR CONTRACT, SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY PURCHASER FOR THE SERVICES, COURSE OR PRODUCT FROM WHICH THE CLAIM AROSE. IN NO EVENT SHALL CORE POWER HEALTH & FITNESS INC™ BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN.

15. INDEMNIFICATION

You agree to indemnify and hold harmless CORE POWER HEALTH & FITNESS INC™ its employees, representatives, agents, and affiliates, against any and all claims, suits, actions, or other proceedings brought against them based on or arising from any claim resulting from your breach of this Agreement. You will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by us in connection with or arising from any such claim, suit, action, or proceeding.

You will immediately notify CORE POWER HEALTH & FITNESS INC™ of any current, impending, or potential legal action against it by a third party for matters relating to email, email complaints, email deployment, and violations of CAN-SPAM.

CORE POWER HEALTH & FITNESS INC™ reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the indemnifying party hereunder.

16. ASSIGNMENT

Neither party may assign its rights or obligations under this Agreement to any party, except, that the assignment to a third party who obtains all or substantially all of the business or assets of a party shall be permitted subject to the reasonable consent of the other party (i.e. the non-assigning party).

17. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and interpreted in accordance with the laws of the State of TEXAS without regard to the conflicts of laws and principles thereof. Jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement, shall be only in a federal or state court having subject matter jurisdiction located in TRAVIS COUNTY AND TEXAS.

18. DISPUTE RESOLUTION

Any cause of action brought by Purchaser against CORE POWER HEALTH & FITNESS INC™ must be instituted within one year after the cause of action arises or be deemed forever waived and barred.

For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees' (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts of the State of TEXAS and agrees that those courts have personal jurisdiction over each party; (iii) venue will be in TEXAS; and (iv) the parties will submit the dispute to mandatory mediation held in TEXAS or through an online mediation service agreed upon by all parties. If the parties cannot agree on a mediator, then any party may apply at any time to the presiding judge of the Superior Court for the appointment of a mediator, and the judge's selection is binding on all parties. The parties will share equally (50/50) in all costs of the mediation, including the mediator's fees, but each party is solely responsible for its own attorneys' and experts' fees. Every mediation will be completed within 4 months of the date when the initial notice demanding mediation was provided by any party. If, for any reason, the dispute is not resolved through mediation within the 4-month period, then the parties may continue seeking to resolve the dispute via any process, including litigation by trial.

In no event shall CORE POWER HEALTH & FITNESS INC™ liable for any consequential, punitive or multiple damages of any kind.

19. FORCE MAJEURE

Neither party shall be liable for any failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control, including without limitation, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government.

20. GENERAL

- (a) Parties may not amend or waive any provision of this Agreement unless in writing and signed by both parties.
- (b) This Agreement represents the entire agreement between the parties and shall supersede all prior agreements and communications of the parties, oral or written.
- (c) The headings and titles contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.
- (d) If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.
- (e) The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

21. CONTACT INFORMATION

If you have any questions or concerns, please contact CORE POWER HEALTH & FITNESS INC™ by email at corepowerhealth@gmail.com.

The Parties hereby agree to all of the above terms and have executed this Agreement by a duly authorized officer, agent or representative.

Purchaser acknowledges their agreement to the above terms by either checking the box related to this agreement during the online payment process when purchasing HIP CAMP™ or signing and returning this form by email to corepowerhealth@gmail.com.

CORE POWER HEALTH & FITNESS INC SIGNATURE Date

PURCHASER'S NAME Date