



Xtreme Training Academy Terms and Conditions

Thank you for choosing Xtreme Training Academy Ltd (XTA). By purchasing, enrolling in, or participating in the Xtreme Training Academy (collectively "XTA", "the company", "we" "our" or "us"), you agree to the provisions of these Xtreme Training Academy Terms and Conditions (the "Agreement").

This is a contract that you must follow

This Agreement includes the documents listed in the Entire Agreement Section 27 below. We reserve the right to change this Agreement at any time without notice to you, and the updated version of this Agreement will apply. If you do not agree with the terms of this Agreement, please do not purchase, enrol or participate in the Xtreme Training Academy Ltd Company.

Xtreme Training Academy©

1. **XTA overview.** Subject to this Agreement, by purchasing and enrolling in the XTA, you will be eligible to participate in an XTA Workshops/qualifications ("XTA" Workshops/qualification") and you will receive access to a Course Workbook ("Workbook") and other comprehensive course materials. At your Workshops/qualification, you will learn in-depth details surrounding our XTA programmes. Subject to these terms and conditions, successfully completing the complete set of Workshop/qualification with active participation makes you an XTA instructor. Being an XTA Instructor grants you certain limited rights to advertise yourself as an XTA Instructor (see the limited license rights detailed in Sections 6-8 below). Being an XTA Instructor will let you do more with XTA than ever, including promoting and conducting your own live XTA classes.
2. **Becoming an XTA Instructor.** To become an XTA Instructor you must:
 - a. Be at least eighteen years old.
 - b. Hold minimum pre-qualifying certification as required by the company
 - c. Purchase XTA Training music.
 - d. You must purchase and enrol and choose an XTA Workshop or qualification to attend.
 - e. Attend an XTA Training Workshop/qualification with active participation. You must attend your scheduled Workshops/qualification in its entirety with active participation.
3. **Purchasing Xtreme Training Academy Products and choosing an XTA Workshops/qualification.**
 - a. **Purchasing Xtreme Training Academy Product.** Speak to one of our Sales Team; contact us at Xtreme Training Academy Ltd via telephone on 01883 778000, or on-line at enquiries@xtremetrainingacademy.org truthfully and accurately provide all information requested and enrol on the XTA workshops or qualification.
 - b. **Course Workbook and Materials.** We provide you with access to a digital XTA Workbook (also known as course manual) which contains course materials and information that only you personally may use in accordance with this Agreement.
 - c. **Scheduling an Xtreme Training Academy Workshop/qualification.** You must schedule an XTA Workshop/qualification when you purchase the XTA product. Workshop/qualification are available only on a first-come, first-served basis.
 - i. **Non-transferable.** Your XTA Workshop/qualification registration is not transferable. No other individual will be allowed to take your place at a Workshop/qualification.
 - ii. **Re-scheduling an Xtreme Training Academy Workshop/qualification.** You may reschedule a Workshop/qualification, although rescheduling may subject you to an additional fees as follows:



1. You can reschedule without charge if you do so at least fourteen days in advance of your scheduled Workshop/qualification date.
2. Rescheduling less than fourteen days before your then-scheduled Workshop/qualification will result in a £50.00 fee.
3. If you do not attend your scheduled Workshop/Course and would like to reschedule, you will be subject to a £75.00 fee per rescheduling.

d. **Xtreme Training Academy Rescheduling of Workshop/qualification.**

The company will make commercially reasonable efforts to conduct each Workshop/qualification as scheduled. The company may postpone, move, or cancel a Workshop/qualification in its sole discretion owing to low enrolment, inclement weather, or other unforeseen circumstances. If we must change a Workshops/qualification under this paragraph, we will communicate the change to you and provide rescheduling assistance, but we will not be responsible for any losses or expenses incurred as a result of such change, including without limitations non-refundable travel, accommodations, or any other arrangements resulting in financial expense to you. No re-scheduling fee will apply if we change a Workshop/qualification.

4. **XTA Workshop/qualifications.**

The XTA Workshop/qualification is a mandatory, live, hands-on XTA instructional Workshop/qualification conducted by one or more XTA Master Trainers. You may only attend the Workshop/qualification you have selected. You must show identification upon arrival to your scheduled Workshop/qualification. You must show up to the Workshop/qualification on time and attend the Workshop/qualification in its entirety to get credit for your attendance.

a. **XTA Workbook and workshop/qualification Material.**

- b. During the XTA Workshop/qualification, you will explore in detail the materials presented in the XTA Workbook and apply what you have learned about Xtreme in practical demonstrations. Your review and thorough understanding of the Workbook and other provided course materials will help you increase your knowledge to lead Xtreme Training class. You must be provided with additional instruction materials at your Workshop/qualification.

c. **Live Assessment.**

During the Workshop/qualification, XTA will assess your participation, knowledge, and skill to become an XTA Instructor. You will be required to attend and actively participate in all sessions throughout the Workshops/qualification which may include role-play, practical activities, and feedback sessions, and you will receive on-site feedback to help you safely and effectively instruct XTA classes.

- d. If XTA determines in its sole and absolute discretion that you successfully fulfilled all requirements and complete the Workshop/qualification, you will be deemed an "XTA Instructor". If you do not successfully complete the Workshop/qualification as determined by the company in its sole and absolute discretion, you will be required to retake a Workshop/qualification as instructed by XTA.

e. **Retaking the Xtreme Training Academy Workshop/qualification.**

If you do not attend the Workshop/qualification in full or it is determined by the company in its sole discretion that you do not meet the competency necessary to lead or teach Xtreme in a live setting you will not receive XTA Instructor status. You can take a new XTA Training Workshop/qualification at the full price in order to try to become an XTA Instructor.



5. **Cancellation Fees; Refunds.** You may cancel your XTA Workshop/qualification enrolment at any time, subject to the following fees that will be deducted from your refund:

a. Cancellation Fee

- i. If you cancel at least fourteen days before the scheduled date of your Workshop/qualification, there is no Cancellation Fee.
- ii. If you cancel less than fourteen days before the scheduled date of your Workshop/qualification, there is a £50 Cancellation Fee.
- iii. If you do not attend your Workshop/qualification, and then cancel your enrolment in the XTA workshop/qualification, there is a £75.00 Cancellation Fee.
- iv. No refunds will be made after you have attended any part of the Workshop/qualification.

- b. **Reconciliation; Refund Timing.** If you cancel your enrolment in the XTA training at any time, the company may in its discretion issue you a reconciliation statement of refunds and/or fees according to the Notice provision below, or refund you, as determined by the company. If you receive a reconciliation statement, you have ten days to dispute the content of the statement or amount of refund once we send it. Failure to dispute the statement in that period constitutes your agreement that the reconciliation statement or refund is complete and accurate. If we send a reconciliation statement, refunds will only be made after this dispute period has expired. XTA reserves the right in its sole discretion to delay or cancel any refund, if (i) we have requested and you have not provided the verification referred to in (b), above (ii) we have made other unanswered inquiries directed to you, or (iii) there are any open compliance matters concerning your actual or potential participation in the XTA training.

Intellectual Property, Licences and Restrictions

6. Ownership of Intellectual Property; Acknowledgment.

You acknowledge and agree that Xtreme Training Academy Ltd is and at all times will be the sole owner of (a) all trademarks, trade names, trade dress, logos, other indicia of origin, designs, inventions, patents, original works of authorship and other copyright-protected materials, Trade secrets, methods and processes, concepts, ideas, know-how, and other intellectual property or proprietary information Xtreme Training Academy owns and /or uses on or in connection with its products, services and /or business, including the XTA and any Logos and Advertising Materials (as each are defined below) that may be provided to or accessible by you (collectively with Logos and Advertising Materials, and (b) all DVD's, CDs, products, advertisements, promotional or marketing materials, still and moving images and other recorded material, (including digital and other forms or material), text, prints, packaging, and any other materials XTA owns and/or uses on or in connection with its products, services, and/or business including the Xtreme Training Academy.

7. You acknowledge and agree that Xtreme Training Academy is and at all times has been and will be the sole and exclusive owner of all rights in and to the XTA Materials, including any goodwill arising from any use of the company. You agree not to do anything inconsistent with XTA sole and exclusive ownership. Nothing in this Agreement shall be construed as a transfer or assignment of any rights to you. Any and all use by you of the company Materials shall inure to the sole benefit of Xtreme Training Academy. You agree that you will not make any modification to any company Materials, or use, exploit or exhibit any Xtreme Training Academy Materials except as expressly authorised in this Agreement.

8. **Limited Licence; Permitted Advertising.** If you successfully become an XTA Instructor, you have limited rights to advertise yourself as an XTA Instructor.



- a. **Permitted Advertising for XTA Instructors.** If you have successfully completed the XTA Workshop/qualification, are in good standing and remain in compliance with the terms and conditions of this Agreement and any applicable laws, rules, or regulations, the company grants you a personal, non-transferable, revocable, limited, nonexclusive, and non-sublicense license to:
- i. Name your class " Xtreme;"
 - ii. Call yourself an "Xtreme Instructor;"
 - iii. Use the word "Xtreme Training Academy" on class advertising
 - iv. Use the text word "Xtreme" on class schedules; and
 - v. Use the XTA logo, XTA Instructor logo and eBadge ("logos") that are provided to you directly by the company or via your login portal on the Xtremetrainingacademy.org, website on your personal websites (including social networking sites) which you use to promote yourself as an XTA Instructor or your Xtreme classes or activities under the following guidelines:
 - **Trademark Notice.** All use of the Logos on websites must include a registered trademark symbol and where applicable, trademark notice in the following form XTA is a registered trademark of Xtreme Training Academy, used under License." You must not use the Logos in combination with any other trademarks, service marks, or other terms unless approved in writing by the company.
 - **Link to Xtremetraining.co.uk.** The website should include a prominent hyperlink on the homepage to the Xtreme Training official website, www.Xtremetrainingacademy.org
 - **Music.** You must obtain all necessary third-party rights and licences to use any music on your website. Any music that you receive from XTA Ltd may only be played during your Xtreme classes; **any other use is strictly prohibited.** See below for details.
 - **Disparagement.** You may not include any offensive or distasteful content on your applicable website or content that the company determines in its sole and absolute discretion dilutes, disparages, or is otherwise detrimental to the Logos or XTA or XTA brand. The company reserves the right to require that you remove any such content from your website in our sole and absolute discretion.
 - **Ownership.** You must clearly state that the site is owned by you (i.e. Joe Trainer or Fitness Gym, and not XTA).

Your limited license in this Section is effective on the day the company notifies you that you have successfully completed all of the requirements of becoming an XTA Instructor and ends with the Term (defined below). Except as expressly permitted in this Section, you may not use any Logos, Advertising Materials, Xtreme Training Academy Intellectual Property, or XTA materials (including without limitation advertise or promote yourself as an XTA Instructor or your XTA classes or activities) in any other manner without the express written consent of the company.

You must use the Logos only in the form and manner as provided to you, in accordance with this Agreement and our trademark usage guidelines, and solely to advertise and promote yourself as an XTA Instructor and your XTA classes or activities. Failure to comply with this Section is subject to disciplinary action which may include the suspension of your license and, in Xtreme Training Academy' discretion, termination of this Agreement of your license rights.



- b. **Permitted Advertising for Xtreme Instructors.** If you have successfully completed the Xtreme Training Academy Workshop/qualification, are in good standing and remain in compliance with the terms and conditions of this Agreement and any applicable laws, rules or regulations, the company grants you a personal, non-transferable, revocable, limited, nonexclusive and non-sub licensable license to use certain advertising materials provided to you directly by XTA, which may include, in addition to the Logos XTA or Xtreme trademarks and logos ("Marks"), business cards, email templates, class or gym passes, postcards, and posters (collectively with Marks "Advertising Materials").

Your limited license in this Section is effective on the day you become an XTA member and ends when you are no longer an XTA member. Except as expressly permitted in this Section, you may not use any Logos, Advertising Materials, Xtreme Training Academy Intellectual Property or XTA materials (including without limitation advertise or promote yourself as an XTA Instructor or your XTA classes or activities) in any other manner without the express written consent of the company.

You must use the Advertising Materials only in the form and manner provided to you, in accordance with this Agreement and our trademark usage guidelines, and solely to advertise and promote yourself as an XTA Instructor and your XTA classes or activities. In addition, you must obtain all necessary third-party consents to use any Advertising Materials. For example, to hang a poster on the gym wall, you must first obtain the gym's permission, or to hand out business cards on private property, you must first obtain the property owner's permission. Failure to comply with this section is subject to disciplinary action which may include the suspension of your license and, in the company's discretion, termination of this Agreement and your license rights.

In addition, your use of the Advertising Materials is limited to, and shall comply with the following:

i. Printed Materials and Email.

- **Promotional Materials.** You may use the Marks on flyers, posters, electronic mail, and printed promotional materials whose sole purpose is to promote yourself as an XTA Instructor, your XTA classes or activities, and XTA products or services. Except as expressly authorised herein, no other promotional materials may be used. All use of the Marks on such materials must include a registered trademark symbol and where applicable, trademark notice in the following form: "Xtreme Training Academy and XTA are a registered trademark of Xtreme Training Academy Ltd, used under license." When using the Marks in electronic mail, you must adhere to all applicable laws governing email advertising and marketing, including CAN-SPAM.
- **Describing Your X-TA Class.** You may not use the Marks in combination with any other trademarks, service marks, or other terms unless expression XTA-Abs or Beginners XTA. However, you may use the Marks followed by descriptive word, for example, XTA (followed by ab crunches!) or XTA (for newbies!). Such words must be descriptive and not identify another brand, such as XTA + Zumba or XTA Spinning.
- **No Newsletters or Publications.** You may not use any of the Marks in whole or in part, as the title of a newsletter or other printed or online publication.

- ii. **Website; Social Media.** You may use the Marks on your personal websites (including social networking sites) which you use to promote yourself as an XTA Instructor or your XTA classes or activities under the following guidelines:



- **Trademark Notice.** All use of the Marks on websites must include a registered trademark symbol and where applicable, trademark notice in the following form: "XTA is a registered trademark of Xtreme Training Academy, used under license." You must not use the Marks in combination with any other trademarks, services marks or other terms unless approved in writing by the company.
 - **Link to Xtremetrainingacademy.org** The website should include a prominent hyperlink on the homepage to the Xtreme Training Academy official website, Xtremetrainingacademy.org
 - **Music** You must obtain all necessary third-party rights and licences to use any music on your website. Any music that you receive from XTA may only be played during your XTA classes; any other use is strictly prohibited. See below for details.
 - **Disparagement.** You may not include any offensive or distasteful content on your applicable website or content that the company determines in its sole and absolute discretion dilutes, disparages, or is otherwise detrimental to the Logos or the XTA. Xtreme Training Academy Ltd reserves the right to require that you remove any such content from your website in our sole and absolute discretion.
 - **Ownership.** You must clearly state that the site is owned by you (i.e. Joe Trainer or Fitness Gym, and not Xtreme Training Academy).
- iii. **Internet Videos.** You may create promotional Internet videos of up to 5 minutes in length which feature you demonstrating an XTA Instructor and your XTA classes and activities, and under the following terms and conditions;
- **Releases.** You shall not include any person in your video unless you have obtained appropriate written releases and permissions from such person(s).
 - **Title.** If you use a title for your video, then the title should be "XTA class with (your name)."
 - **Live Online Instruction.** You may conduct live online instruction of your XTA fitness classes provided that you have received express written permission from Xtreme Training Academy Ltd.
 - **Music.** You must obtain all necessary third-party rights and licences to use any music on your website. Any music that you receive from Xtreme Training Academy may only be played during your XTA classes; any other use is strictly prohibited. See below for details.
 - **Disparagement.** You may not include any offensive or distasteful content on your applicable website or content that XTA determines in its sole and absolute discretion dilutes, disparages, or is otherwise detrimental to the Logos or the XTA brand. The company reserves the right to require that you remove any such content from your website in our sole and absolute discretion.
- iv. **Radio and Television.** You may not use the Marks in radio or television advertising without obtaining the company's prior written consent (which may withhold in its sole and absolute discretion).



- v. **News Coverage.** You may promote yourself as an XTA Instructor or your XTA classes and activities through live news coverage or print news media, such as newspapers and inform such organisations or publisher, provided however, that
 - vi. (1) you must inform such organisations or publishers of XTA trademark usage guidelines, and
 - vii. (2) With respect to live news coverage, such coverage shall not include more than ten minutes of XTA fitness classes without the company's' prior expressed written consent. You must notify the company of any such news coverage or promotion and, if possible, provide the company with a copy of the article or the footage for such news coverage, as appropriate.
- viii. **Sales of Genuine Xtreme Training Academy Products.** If you purchase genuine XTA products directly from the company which XTA has authorised for resale, you may use the Marks in accordance with the Agreement to identify and promote the retail sale of such products.
- ix. **Music.** You may receive music from XTA which the company has licensed and commissioned from an applicable third party. This license only allows you to play the music during your XTA classes, provided that the premises at which you train has obtained a valid public performance music license (applicable for XTA's Fun Fit Kids Programmes). For more information, please visit the appropriate music licensing authority in the UK. Any other use is strictly prohibited.
- x. You acknowledge and agree that you, and not XTA, will be responsible for your improper use of any music, including any music you receive from the company.
- xi. **Merchandise/Apparel for Personal Use Only.** You are permitted to use the "XTA or Xtreme" logo on apparel and merchandise, provided that you first submit your intended design to Compliance for review and approval. If approved, any apparel or merchandise which you create must be for personal use only – you must not sell, market, offer or give away any apparel or merchandise that you have created.

c. **General Restrictions on Advertising and Other Prohibited Advertising Activity.**

- i. **No Altering Marks or Stylised Writing.** You may not alter the form or appearance of any of the Marks or Advertising Materials, regardless of where or how you use them, including without limitation the size, colour, and font.
- ii. **No Inappropriate Use of Advertising Materials.** You agree not to copy, reproduce, duplicate, create derivative works of, distribute, sell or otherwise disseminate any Advertising Materials, Xtreme Training Academy Property, or XTA materials you obtain by enrolling in XTA (such as the Workbook and any materials provided to you during your XTA), or becoming an XTA Instructor.
- iii. In addition, you agree not to copy, reproduce, duplicate, or create derivative works of XTA workout DVDs (including their content), CDs, music, any product, nutrition or other guides, any XTA web content, or any other XTA materials.
- iv. **No Merchandise.** You may not manufacturer, create, or distribute any merchandise (such as clothing, bags, hats, etc.) or other promotional items bearing any of the Marks or any anything similar or related to the Marks. XTA team members should review and comply with the requirements above prior to creating any merchandise or apparel.



- v. **No Using the Marks for Anything Other Than to Promote XTA Fitness Classes.** Except as expressly permitted in this Agreement, you may not use any other Marks for purposes of promoting any Workshop/qualification, training, instruction, choreography session, or other activity (i.e., exhibition at a convention or trade show).
- vi. In addition, except as expressly permitted in this Agreement, you may not use any of the Marks to identify a gym, workout facility, or any other type of facility, program, or product without the express prior written consent of the company. The Marks may not be used to identify a business or company.
- vii. **No Videos/Recording.** Except as expressly permitted in this Agreement, you may not film, record, create, stream, or perform any recordings, including videos or XTA DVDs, or which depict or otherwise imitate XTA choreography or music. XTA videos and DVDs are fully protected under copyright laws, and any unauthorised duplication, exhibition, distribution, or other use without the express prior written consent of the company is strictly prohibited. Copyright violators will be prosecuted to the fullest extent of the law and may result in termination of this Agreement and the licenses hereunder.
- viii. **No Registrations, Domains, SEO, SEM, IDs, Social Media Names.**
 - ix. You agree not to
 - x. (a) apply for, register, or attempt to register in any manner of Xtreme, or Xtreme Training Academy anything that includes or is similar to those for any purpose, including without limitation trademarks, trade names, service marks, brands, logos, copyrights, domain names, or other identifiers or source or forms or intellectual property or Internet designations;
 - xi. (b) use any of these materials for search engine optimization (SEO) or search engine marketing (SEM), as or in any account name, user ID, or other handle within any blogs, social networking websites, or any "postings" sites including (for example only) Facebook, YouTube, MySpace, BlogSpot, Flickr, Linked In, Twitter; Pintrist or Instegram
 - xii. (c) Use any of these materials as the numbers/designations within a phone number (for example, prefix BUY-Xtreme) without the express written consent of the company, you may not use any XTA material, including any videos, test, or other content owned or used by the company on or in connection with its own websites, products, services, or marketing and advertising.
- xiii. **No Combination with Third-Party Intellectual Property.** In addition to the restrictions stated above, you must not offer any third-party products or services to customers/clients in connection with your promotion or teaching of XTA classes or combine any XTA materials in media that also contains third-party intellectual property (e.g. Trademarks, trade names, logos, etc.)
- xiv. Using your XTA Instructor status or any X-A Advertising Materials, Xtreme Training Academy Intellectual Property, XTA materials, or other Xtreme Training Academy owned trademarks or other intellectual property to advertise, promote, or sell any non-company products or services is prohibited. This paragraph applies to, for example, consumer products, apparel, equipment, accessories, supplements or nutrition products and other items.
- xv. **No Unauthorised Claims/Statements.** You may not make any claims or statements which include testimonials as to therapeutic, curative, or diagnostic properties of XTA or any products or services offered by XTA except those specific claims contained in official Programme guide or literature, or on the XTA website.



- xvi. Claims in the official XTA literature may only be repeated in exactly the same format as the published by XTA and must be republished completely. In particular, you may not make any claim or statement that Xtreme Training Academy or products cure, treat, diagnose, mitigate, or prevent any conditions or diseases or achieve any guaranteed results.

9. Licensed Live Activities.

- a. **Teaching XTA Exercise Classes.** Becoming an XTA Instructor allows you to teach live X-Treme classes to clients individually or group exercise classes to multiple individuals, subject to the restrictions below. The company requires you to be a certified registered sports coach, instructor or teacher operative prior to offering training and have experience teaching group exercise classes and/or events and individuals prior to offering the same.
- b. **Restrictions on Live Activities.** In addition to all other restrictions, terms and conditions in this Agreement, you agree that, without the prior express written approval of the company, you will not:
 - i. Teach any XTA classes in a gym, community centre, hotel, church, school or other facility without providing the facility with the XTA Advertising Guidelines which can be accessed upon request from the company. You must obtain all necessary licenses and approvals to each XTA class in public facilities or venues.
 - ii. Teach any XTA class that do not follow the overall principles, structure, and integrity of the XTA workouts. Although the XTA course need not be followed precisely, each particular workout should be taught or instructed using the principles from the structure of the XTA workouts, or as instructed by the company at the Workshop/qualification.
 - iii. Create any workouts or teach or instruct any classes that include or consist of XTA workouts combined with any other workout, exercise, or fitness routine, whether from a third party or otherwise. For example, you may not create or teach any hybrid classes such as XTA /Yoga, XTA /Zumba, XTA /CrossFit, or any other combination of products, workouts, or exercises.
 - iv. Directly or indirectly engage in any activity that may be interpreted as you being an employee or agent of XTA.
 - v. Teach any XTA classes without liability insurance that covers your activities and name XTA as an additional insured regarding those classes or that training.

10. Compliance; Conduct.

- a. **Compliance.** You agree to comply with any and all instructions from the company compliance team. In addition, all of your Trainer and advertising activities must comply with all applicable laws, rules and regulations, including teaching, advertising and marketing activities and materials, electronic mail or other solicitation, communications to mobile devices (e.g. calling, SMS or "texting"), telephone and faxing, privacy, and collection, use, or dissemination of personal or other data.
- b. **Conduct.** As an XTA Instructor, you are a limited licensee of the company's XTA brands, Logos, XTA Intellectual Property, and XTA materials. You are also a representative of XTA. You agree to act in a legal, professional, non-detrimental, non-disruptive, and appropriate manner at all times. You must not act in any lewd, sexist, racist, discriminatory, off-colour, illegal or other inappropriate or offensive manner, or in any manner that diminishes the value of the XTA Intellectual Property or associated goodwill, or the XTA materials generally.
- c.



- d. The company reserves the right in its sole discretion to determine what conduct is detrimental, disruptive, or inappropriate. You acknowledge and agree that your conduct may directly impact XTA, Advertising Materials and other XTA Intellectual Property and associated goodwill, and/or any XTA materials products, or services. You agree to comply with any direction from the company regarding your conduct and that this Agreement may be terminated immediately by the company as a result of your conduct.

You should maintain a working knowledge of all XTA products and services so that you can answer any questions that may arise from customers or clients you teach. You can learn more at Xtremetrainingacademy.org. You may promote the company products during your licensed XTA classes subject to, if applicable, the discretion of the facility or venue in which you are teaching.

- e. **Attire.** Whilst conducting any XTA instruction, you must at all times look professional. In the event that the company requires specific apparel to be worn by XTA Instructors while engaging in licensed activities, you agree to purchase and wear that attire.
11. **Use of Your Name, Image, or Likeness.** You grant Xtreme Training Academy Ltd (including its parents, affiliates, subsidiaries, representatives and assigns, officers, employees, advertising and promotional companies, distributors, or any person(s) or corporation(s) acting with XTA permission and authority) a perpetual, irrevocable, royalty-free license throughout the universe to use, publish, reproduce, distribute, videotape, photograph, record, create derivative works or, and/or otherwise use your name, image, biographical information, voice, statements, and/or likeness in connection with the XTA Systems and/or any company promotion or advertisement, in any media now known or later devised, in such manner, for such purposes and with such frequency the company shall determine in its sole discretion without compensation or consideration to you, without attribution to you, and without further authorisation by you.
 12. You agree to execute any and all documents necessary for the company to exploit your grant of rights under this paragraph. You agree to waive any artistic or moral rights in and to any materials created or used by the company under this section. In addition, once you are an XTA Instructor, the company may post the XTA Instructor list online for consumers to view. You expressly authorise Xtreme Training Academy Ltd to publish your personal information through the XTA Instructors List, including your name, geographic location, and training status (e.g. whether or not you are in good standing).

Term, Termination, Revocation

13. **Term; Continuing Education and Renewal.** This Agreement is effective upon your purchase of the XTA (except for the limited license, which is effective as stated above) and expires twelve months from the date you complete the XTA Workshop/qualification and become an XTA instructor ("Term"). Being an active XTA member automatically extends the Term of your X-TA Instructor status for as long as you maintain continuous enrolment in Xtreme Training Academy.
14. At the end of twelve months Term, if you are not active XTA member you will have to attend a new XTA Training Workshop at the full price in order to remain an active XTA Instructor. However, if you are an active member, you will continue to be a valid and active XTA Instructor, unless and until you cancel your XTA team membership. The company may, in its sole discretion,
 15. (a) change the duration of the term,
 16. (b) define or modify the continuing education requirements,
 17. (c) increase or decrease the renewal fee, and/or
 18. (d) Modify whether participation in the team membership satisfies all or part of the continuing education requirement or renewal fee.



19. **Termination/Revocation.** Your XTA Instructor status may be revoked or terminated immediately by us in the event that (a) you breach any term, condition, or provision of this Agreement or fail to comply with the company privacy policy and website terms of use (located at <http://xtremetrainingacademy.org>). (b) You have not timely met any continuing education requirements required by the company; or (c) Xtreme Training Academy Ltd discontinues offering the Xtreme Training Academy.
20. In addition, the company may terminate or revoke your XTA Instructors status and/or prevent you from becoming an XTA Instructor for any or no reason in XTA sole discretion, provided that if that revocation, termination, or prevention is not due to any of the reasons listed in this paragraph or any other valid and good faith reason, we may provide a refund (subject to this Agreement) in our sole discretion.
21. **Actions upon Termination/Revocation.** Upon termination or revocation, you must immediately cease all Xtreme Training Academy Intellectual Property, or XTA materials (including referring to yourself in any manner as an XTA Instructor), and promptly return all company Materials to Xtreme Training Academy Ltd. This specifically includes destroying or deleting all hard and electronic copies of XTA Workbook.

General Provisions

22. **Non-Disparagement.** While the company welcomes constructive input and suggestions, you must not make negative comments and remarks in any forum (oral, online, written, or while providing instruction or training) about the XTA brand or programme, Steve Robertson, Xtreme Training Academy, Xtreme Training Academy personnel (e.g. directors, owners, employees, consultants, partners), Master Trainers, Xtreme Training Academy Materials, or Xtreme Training Academy other products or services.
23. **Acknowledgement.** You understand, acknowledge, and agree that:
- The company reserves the right to suspend, revoke or terminate your XTA Instructor states and/or any other rights or licenses you receive under this Agreement.
 - You are not receiving a "professional" license or certification of any kind by completing the XTA or becoming an XTA instructor, and that these items or titles are not recognised or endorsed by all National Accredited Certifying Training organisations;
 - You have no right to and may not "certify" others in XTA or teach or instruct any other person or entity to become an XTA Instructor, unless you are an XTA approved XTA Master Trainer.
 - The company does not guarantee any level of success or income generated by or in connection with the XTA or being an XTA Instructor;
 - You may be subject to testing or other similar review and renewal processes by the company on a yearly or other basis in XTA sole discretion to ensure that you remain up to date with and knowledgeable about the latest in XTA and related products and services;
 - You may not sub-license, rent, transfer, or otherwise allow any third party to use your rights under this Agreement, including any material from the XTA Workshop/qualification, in connections with any fitness instruction other than the training you provide as an XTA Instructor.
 - You may not use any material you received in connection with the XTA, including any material from the XTA Workshop/qualification, in connection with any fitness instruction other than the training you provide as an XTA Instructor



24. **Insurance.** The company requires that you obtain valid professional liability insurance to cover your XTA Instructor activities and that you include "XTA and its affiliates and subsidiaries" as an additional insured. The company does not and cannot offer or provide you with that insurance. Since you are an independent contractor, you expressly acknowledge and agree that you are not insured under any of XTA insurance policies and waive any and all right to claim coverall of any kind thereunder

25. Representations and Warranties.

- a. You acknowledge, covenant, represent, and warrant that: (i) any advertising or promotional materials you see (that are not provided by the company) do not infringe any intellectual property, personal, or other proprietary rights of any third party; (ii) you have the full authority to enter into this Agreement and entering into this Agreement does not violate or conflict with any agreements or obligations to any third parties; (iii) you, any services you provide, and your XTA instructor and advertising activities have not engaged in and will not engage in any activity, commitment, or agreement inconsistent with or in derogation of the rights granted in this Agreement.
- b. The company acknowledges covenants, represents and warrants that it has the full authority to enter into this Agreement.

26. **Indemnification.** You agree to indemnify and hold harmless Xtreme Training Academy Ltd, its parents, affiliates, subsidiaries, representatives and assigns, employees, officers, owners, attorneys, or any person(s) or companies acting with its permission or authority, from any third-party claim, action, demand, loss, or damages (including attorneys' fees) arising from or relating to your purchase of or participation in the XTA, any instruction, classes, activities, promotional activities or other services provided by you in connection with XTA or the XTA, any violation by you or this Agreement, your XTA instruction and promotional materials or activities, or your violation of any rights of a third party.

27. **Assumption of Risk/Waiver.** You understand and acknowledge that particular aspects of the XTA including XTA Workshop/qualification and your XTA Instructor activities, will include physical activity and use of equipment, and that there are certain risks associated with those activities and equipment, including risk of serious personal and/or bodily injury, death, or damage to or loss of property.

28. You expressly and voluntarily assume all risk and, to the extent permitted by law, waive any and all actual or potential claims against Xtreme Training Academy Ltd (including its parents, subsidiaries, representatives and assigns, employees, officers, owners, lawyers, or any person(s) or corporation(s) acting with its permission or authority) arising from or related to your participation, instruction, classes, or activities in the XTA, or as an instructor or trainer, including the associated physical activity and equipment.

29. **Limitation of Liability.** *TO THE EXTENT PERMITTED BY LAW, EXCEPT IN CONNECTION WITH YOUR VIOLATION OF SECTION 7 OR 8 OF THIS AGREEMENT, A PARTY'S INDEMNIFICATION OBLIGATIONS AND/OR A PARTY'S GROSS NEGLIGENCE OR WILLFULL MISCONDUCT, A PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THREE TIMES THE AMOUNT PAID BY YOU TO PURCHAE AND ENROLL IN XTREME TRAINING ACADEMY LIMITED, EXCEPT IN CONNECTION WITH YOUR VIOLATION OF SECTION 7 OR 8 OF THIS AGREEMENT, A PARTY'S INDEMNIFICATION OBLIGATIONS AND/OR A PARTY'S GROSS NEGLIGENCE OR WILLFULL MISCONDUCT, IN NO EVENT WILL A PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.*

30. *THE PARTIES AGREE THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY.*

31.



32. **You're Relationship with Xtreme Training Academy Ltd.** You acknowledge and agree that your participation in the XTA or becoming an XTA Instructor does not establish an employer/employee, partnership, franchise, agency, joint venture, or other similar relationship between you and Xtreme Training Academy Ltd. Neither party shall have, or represent itself as having, the authority to bind or commit the other party in any way, or to incur any liability in the manor or on behalf of the other party. You agree not to make any statements or take actions that may confuse or mislead any persons regarding the nature of the relationship between you and the company.
33. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the UK laws (without regard to the choice of law or conflicts of law principles). In the event of a dispute arising out of or in any way relating to this Agreement or the XTA, jurisdiction and venue shall be proper in the state of County/Magistrates/Crown/Supreme Courts and only in those courts. The parties irrevocably waive any objections or defences based on lack of personal jurisdiction, improper venue, or forum non-convenes. To the extent allowed by law, the parties waive their right(s) to a jury trial in any action arising out of or in connection with this Agreement and the XTA. The parties further agree that any claims, disputes, or actions of any kind shall be resolved individually and without resort to any form of class action.
34. **Assignment.** The company may assign, transfer, sublicense, or subcontract any of our rights or obligations under this Agreement at our sole discretion. You may not assign, transfer, license, sublicense, or subcontract any of your rights or obligations under this Agreement.
35. **Severability.** If any provision of this Agreement shall be deemed unlawful, void, or for any reason invalid or unenforceable by a court of competent jurisdiction or other tribunal, then the provision shall be interpreted in a manner to give the provision as much effect as the law permits or served from the Agreement, neither of which shall affect the validity and enforceability of any remaining provisions.
36. **No Waiver.** Any waiver of any provision of this Agreement or of a party's rights or remedies under this Agreement must be in writing signed by the party against which the waiver is sought to be enforced. Failure, neglect, or delay by a party to enforce the provisions or this Agreement or its rights or remedies at any time is not a waiver of that party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice that party's right to take subsequent action. Waiver any other provision shall not be deemed to waive a subsequent violation of the same provision or violation of any other provision. Any delay by XTA in exercising any right or remedy under this Agreement shall not operate as waiver of that right or remedy or affect its ability to subsequently exercise that right or remedy.
37. **Notices.** All notices, requests, demands, and other communications given or made under this Agreement shall be in writing and shall be deemed received (i) on the same day if delivered in person, by same-day courier or by electronic mail transmission to the signatory or another person known to the Parties to receive communications regarding the Agreement (provided transmission may be proved), (ii) on the next day if delivered by overnight mail or courier, or (iii) three business days after the date of deposit in UK mail for delivery in the UK or seven days if by International mail. Any of the Parties to this Agreement may from time to time change such Party's address for receiving notice by giving written notice or according to XTA established policies.
- a. Notice to Xtreme Training Academy Ltd must be made in person or by mail or courier in a manner that permits the tracking and delivery of the notice to the company's, Managing Director, **Maybrook House, 97 Godstone Road Caterham, Surrey CR3 6RE**. Notice to the company shall only be effective upon receipt and if receipt can be established.



- b. Notice to you may be made to your physical or electronic address as most recently recoded in our system by you. You agree to keep you electronic mail current and that notice by us to that electronic mail address is deemed received the day it is sent. Notice to you shall be effective if dispatched according to contract information most recently provided by you and you waive any defence based on not receiving that notice if your contract information is not current.
38. **Entire Agreement.** This Agreement, together with Xtreme Training Academy privacy policy and website terms and use (xtremetrainingacademy.org) constitutes the entire agreement between the parties concerning the subject matter of this Agreement. The parties affirm that there are no side or collateral agreements, understandings, course of dealing or trade usages that modify, vary, explain, or supplement this Agreement and that no prior communications or documents constituted any agreement regarding the subject matter of this Agreement.
39. You agree that the company may add, delete, modify, revise, amend, or supplement this Agreement ("amendment") without notice or by providing notice to you at the main XTA website at any time and in our sole discretion. You further agree that the continuing with the XTA after any such amendments constitutes your acceptance of those amendments.
40. You agree to regularly check for notices of amendment and waive any defence to noncompliance with those amendments based on not receiving notice. Where the provisions of this Agreement are contrary to or inconsistent with the provision of any other agreement(s) between the parties, the provisions that control your conduct will be those of the operative contract governing the particular activities. For example, if you are engaging in activities as a Coach, the Coach Policies and Procedures govern as to inconsistent provisions and if you are engaging in XTA Instructor activities, this Agreement governs as to inconsistent provisions.