TERMS & CONDITIONS

AQUA BODY STRONG™ ONLINE CERTIFICATION

*Last updated November 19, 2019

INSTRUCTOR TRAINING REGISTRATION PAYMENTS

By accepting these terms and conditions through the completion of your registration for an Aqua Body StrongTM Instructor Training Course, selection of a method of payment, and your entry of your payment method information, you hereby authorize Aqua Body StrongTM to charge the selected payment method and its associated payment account that you have specified for the registration into an Aqua Body StrongTM Instructor Training Course.

REFUNDS

Sorry, there are no refunds on an Aqua Body Strong[™] Online Training Certification. There are NO Refunds for any Virtual Content that you get immediate access to and can utilize the moment you finish the purchase.

CERTIFICATION INFORMATION

The ABS™ online certification course consists of theoretical components, training video modules, a written test and a practical evaluation. You will have a period of six (6) weeks from the purchase of your online course to complete the written test and submit your video for evaluation to the online portal. The video will be evaluated by an Aqua Body Strong™ certified Master Trainer. You will be evaluated on technique, musicality, sequencing and cueing. The master trainer will provide both positive feedback as well as areas that may need improvement. If you do not pass the first time, you will be given one attempt to resubmit a new video within a period of 1 month.

After a second failed attempt, you must register and complete an on-site, in-person Aqua Body Strong[™] teacher training. We will credit you the cost of your original online certification training towards your in-person certification training.

We do not endorse the use of any water fitness board/mat equipment that is not an Aqua Body Strong[™] brand. This program has been developed, tested and administered to adhere to Aqua Body Strong[™] equipment only. Performing the learned movements of this program on copycat boards will not be executed in the same fashion and many results in injury to the instructor and participants.

Please take careful note to understand and accept the methods of this course. You will NOT be granted a certificate of completion if you submit a video on a board/mat that is not Aqua Body Strong™. The program and its associated continuing education units are directly associated with the Aqua Body Strong brand.

This certification grants you the right to teach Aqua Body Strong™ classes.

AQUA BODY STRONG™ CONTINUING EDUCATION NETWORK (ABS ™)

Upon completion of the Instructor Training Course, you will be have the option to join the Aqua Body Strong™ Instructor Network (ABS ™) There is a \$12.00 monthly fee associated with membership. The ABS™ program provides numerous benefits and resources in the areas of Marketing, Continuing Education, Community, and Entrepreneurship. Your membership allows you to teach Aqua Body Strong ™classes for a lifetime as long as you remain a ABS ™ member in good standing. In addition, you will be granted a limited non-transferable license to use Aqua Body Strong™ trademarks and logos, slogans, fitness music, images and our world-class marketing materials.

AGE REQUIREMENTS

A participant must be 18 years or older to attend any Aqua Body Strong[™] Training Course. A 16 or 17 year old may attend an Instructor Training Course on his/her own, but he/she must have a letter from his/her parent or legal guardian, and both parent and child must sign a liability waiver form at the training. If you are 16 or 17 years old, please contact the Aqua Body Strong home office for more information.

NON-COMMERCIAL USE

Use of the Aqua Body Strong Online Training Certification Site is for personal use only. You may not use the Site in connection with any commercial endeavors, such as (i) advertising or soliciting any user to buy or sell any products or services; or (ii) for commercial purposes. Users of the Site may not use any information obtained from the Service to contact, advertise to, solicit, or sell to any other user without his or her prior explicit consent. Organizations, companies, and/or businesses may not use the Service or the Site for any purpose unless expressly authorized by Aqua Body Strong™. Aqua Body Strong™ may investigate and take any available legal action in response to illegal and/or unauthorized uses of the Site.

ACCOUNT SECURITY

You are responsible for all activity that occurs under your account, including any activity by unauthorized users. You must not allow others to use your account. You must safeguard the confidentiality of your password. If you are using a computer that others have access to, you must log out of your account after using the Aqua Body Strong™ Online Training Certification Site. If you become aware of any unauthorized access to your account, you must change your password and notify us immediately at info@aquastrong.com

LIMITATION OF LIABILITY

To the fullest extent permitted by law: (i) in no event shall Aqua Body Strong $^{\text{M}}$, nor its affiliates, be liable for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to damages for personal injury, death, loss of livelihood, loss of enjoyment, pain and suffering, emotional distress, loss of profits, loss of future earnings, goodwill, use, and/or any other damages or other intangible losses.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Aqua Body Strong[™] and its affiliates, directors, officers, employees, and agents, from and against any liability, claims, damages, losses and costs (including reasonable attorney's fees) that: (i) arise from your activities on the Aqua Body Strong[™] Online Training Certification Site; (ii) assert a violation by you of any term of this Agreement.

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