

POWER RUNNING 45

Terms & Conditions, Privacy Policy & Refund Policy

Effective Date: April 8, 2026

PART I — TERMS AND CONDITIONS & MEDIA CONTENT RELEASE

1. Agreement to Terms

By engaging Power Running 45 coaching and fitness training services, you ("Client") agree to be bound by these Terms and Conditions. Please read them carefully before commencing any program. If you do not agree to these terms, you should not proceed with our services. Consent to these Terms and Conditions is voluntary. However, Power Running 45 reserves the right to deny services in instances where no consent is provided.

2. Services Provided

Power Running 45 provides coaching, fitness training, and wellness consulting services (collectively, "Services"), delivered virtually or in person, individually or in group settings. The specific Services to be provided will be outlined in your individual program agreement. Power Running 45 reserves the right to modify or discontinue any Service at any time with reasonable notice. At the sole discretion of Power Running 45, other athletes may train with you in your session to accentuate the training experience and accelerate progress.

These Terms apply to all virtual and in person, group and individual activities, and print, digital, and web-based content.

3. Results Disclaimer

Results may vary and are not guaranteed. They rely upon many factors — many of which are outside of our control — including persistent practice, adhering to instructions, diet and hydration, sleep routines, stress, healthy behaviors, and environmental conditions, to name a few.

4. Health & Medical Disclaimer

Our Services are not a substitute for professional medical advice, diagnosis, or treatment. Before beginning any fitness program, you should consult with your physician or qualified healthcare provider, particularly if you have any pre-existing medical conditions, injuries, or health concerns.

You represent that you are in good physical and mental health and have no medical condition that would prevent participation in fitness activities. You agree to inform your coach immediately of any changes to your health status.

You acknowledge and agree that Power Running 45 and Coach Mike Williams are not healthcare providers, and their assistance with your fitness goals does not constitute medical advice, diagnosis, or treatment.

Power Running 45 will not review medical or mental health history or records of customers. Power Running 45 will not monitor customers' medication use or handle medication. You agree that you are mentally and physically fit at present and, in coordination with your healthcare provider, will disengage and discontinue Power Running 45 services and products if your health status requires it at any point.

5. Assumption of Risk & Liability Waiver

Physical exercise involves inherent risks, including but not limited to muscle soreness, injury, or in extreme cases, serious bodily harm. By participating in our Services, you voluntarily assume all risks associated with physical fitness training and activities. You acknowledge that these risks exist even when sessions are conducted with proper instruction and supervision.

You engage, follow, adhere to, and utilize our workouts, fitness regimen, exercises, techniques, feedback, and all other components of our coaching and training products and services at your own risk. You hold Power Running 45 and Coach Mike Williams harmless in case of harm or injury.

To the fullest extent permitted by applicable law, you release, waive, and discharge Power Running 45, Coach Mike Williams, employees, agents, and affiliates from any and all claims, damages, losses, or liability arising out of or relating to your participation in our Services, including claims arising from negligence. This waiver does not apply to claims arising from gross negligence or intentional misconduct.

6. Parental/Guardian Consent

Clients under 18 years of age must have a parent or legal guardian review and agree to these Terms and Conditions on their behalf before participating in any sessions. The parent or legal guardian must confirm that the child is physically and mentally fit for training and coaching.

Parents and guardians play an important role in supporting the athlete — including ensuring proper sleep, nutrition, following customized exercise plans at home, punctuality to training and coaching sessions, proper attire, and more. Parents and guardians can expect to have initial and continuous discussions about this with Coach Mike Williams and the Power Running 45 team.

7. Scheduling & Cancellation Policy

Sessions must be scheduled in advance. Cancellations or reschedules require at least 24 hours' notice. Missed sessions without proper notice are forfeited and non-refundable. Power Running 45 reserves the right, at its sole discretion, to discontinue services if a customer cancels frequently.

8. Code of Conduct & Client Responsibilities

All participants are expected to:

- Arrive on time and prepared for sessions
- Follow all safety instructions provided by your coach
- Communicate openly about any pain, discomfort, or health changes
- Behave respectfully toward coaches and other clients
- Follow the program guidelines outside of scheduled sessions to the best of your ability
- Not share login credentials or program materials with others

Power Running 45 reserves the right to discontinue services for disruptive or unsafe behavior. If services are discontinued due to conduct, no refund will be issued for the session in progress at the time of discontinuation. However, Power Running 45 will refund unused sessions. Refunds, less the amount of used sessions, are issued back to the original payment method.

9. Equipment & Supplies

All equipment, supplies, tools, and aids must be used by customers appropriately and responsibly. Customers may not adapt, abuse, mishandle, damage, or destroy them. Power Running 45 reserves the right to charge additional fees to the customer for any damages to its equipment or aids resulting from destructive customer behavior.

10. Intellectual Property

All training methods, coaching methods, workout plans, video analysis content, nutritional plans, feedback, and materials provided by Power Running 45 — whether delivered virtually or in person — are the intellectual property of Power Running 45. They may not be reproduced, distributed, sold, or shared without express written consent. Your license to use these materials is personal, non-transferable, and limited to the duration of your active program.

11. Media & Content Release

By agreeing to these terms, you acknowledge, understand, and agree that Power Running 45 may utilize statements, success stories, audio, video, photos, and other media with your image and likeness and share them with its affiliates, employees, agents, media representatives, and partners in order to provide and customize products and services, for promotional purposes, and to comply with requests for information from sponsors, funders, and local, state, and federal authorities.

You further understand and agree that Power Running 45 sessions, events, and activities are not private unless otherwise agreed upon, specified, and feasible.

You acknowledge and agree that Power Running 45 may use your likeness to reproduce, edit, distribute, publish, publicly display, and create derivative works (i.e., photographs, videos, statements, commentary, recordings, or other content) for purposes including but not limited to: print and digital publications; websites and social media platforms; reports, newsletters, and promotional materials; fundraising; fitness, health, and educational materials; and third-party communications content.

Power Running 45 may edit, alter, or modify photographs, testimonials, reviews, and/or video footage as deemed necessary for the intended purposes.

You acknowledge and agree that once social media posts, reports, communications, and other content are distributed, released, or otherwise shared, they could:

- Enter the public domain
- Be reposted, reshared, or altered by individuals or entities not affiliated with Power Running 45
- Be accessible indefinitely through search engines, social media, and other platforms

You acknowledge and agree that Power Running 45, its employees, agents, and partners are not and will not be responsible for how others choose to access, distribute, reuse, adapt, or share this content. Therefore, you hold them harmless for any harm, derivative or iterative actions by others, including intentional and unintentional actions.

You also understand and agree that:

- You will not receive financial compensation, remuneration, or royalties
- You retain no rights of ownership or any influence
- Power Running 45 retains all rights, including copyright and usage authority, without further notification to you, your family members, estate, or agents

This release will remain active indefinitely and irrespective of your future status as a client/customer. You may be featured in content and iterative materials long after your engagement with Power Running 45 ends. This release represents your full consent and authorization indefinitely. No additional release, consent, or authorization is required for Power Running 45 to exercise the rights described herein.

12. Governing Law, Language & Dispute Resolution

Although Power Running 45 products and services may be provided virtually or in person anywhere in the world, these Terms and Conditions are governed by the laws of the State of Florida and the United States of America. By purchasing, you agree to be governed by Florida and United States law.

English is the official language of all Power Running 45 services and products. While Power Running 45 will attempt to accommodate reasonable requests for translation, the customer incurs all costs associated with translation, interpretation, transcribed content, equipment, logistics, and other

language aids. Power Running 45 is under no obligation to provide services or products in any language other than English, regardless of the location of the service or the language of the customer.

If a dispute arises, Power Running 45 will first attempt to reach an amicable solution. If an amicable solution cannot be reached, the customer agrees to resolve the matter through arbitration rather than litigation before a court, judge, or jury. Any arbitration or other legal proceedings shall take place in the State of Florida.

13. Safety & Security

Power Running 45 does not provide security. Sessions, meetings, and events may be held in public parks, schools, and other locations accessible to the general public. Power Running 45 does not guarantee the safety or security of in-person or virtual services.

14. Amendments

Power Running 45 reserves the right to update these Terms and Conditions at any time. Changes will be communicated to active clients via email or in writing with at least 14 days' notice. Continued participation in our Services following notice of changes constitutes acceptance of the revised Terms.

15. Visual Representations & Illustrative Materials

The visualizations and images on this storefront, product covers, and in promotional materials are visual aids for illustrative purposes only and do not necessarily represent specific customer sessions or experiences. Power Running 45 continuously develops, adapts, and customizes its products and services. As such, the conditions, locations, technologies, facilities, resources, and equipment available to, for, and through Power Running 45 may vary.

16. Acknowledgment

By agreeing to these Terms and Conditions, you confirm that you have read, understood, and fully comprehend all of the content herein. You understand that consent is voluntary; however, Power Running 45 reserves the right to deny services in instances where no consent is provided.

Power Running 45 — Coach Mike Williams | Last Updated: April 8, 2026

PART II — PRIVACY POLICY

1. Information We Collect

We may collect the following categories of personal information:

Account Information: Name, email address, username, and profile details provided through Whop.

Payment Information: Billing details processed securely through Whop's payment infrastructure. We do not directly store credit card numbers.

Health & Fitness Information: Athletic background, fitness goals, injury history, and performance data you voluntarily provide during coaching sessions.

Media Content: Photos, videos, and audio recordings captured during training sessions, clinics, or demonstrations (subject to our Media and Content Release).

Communications: Messages, emails, and other correspondence between you and our team.

Usage Data: Information about how you interact with our services on the Whop platform, including session attendance and course progress.

2. How We Use Your Information

We use collected information to:

- Deliver personalized coaching, training, and conditioning services
- Customize session plans based on your fitness level and goals
- Process payments and manage your membership
- Communicate with you about sessions, schedules, and updates
- Improve our training programs and service quality
- Create promotional and educational content (with your consent per our Media and Content Release)
- Comply with legal obligations

3. Information Sharing

We do not sell your personal information. We may share your information with:

Whop Platform: As our service delivery platform, Whop processes account and payment data per their own privacy policy.

Coaching Staff: Team members involved in delivering your training services.

Legal Requirements: When required by law, regulation, or legal process.

4. Data Security

We take reasonable measures to protect your personal information. Payment processing is handled through Whop's secure payment infrastructure. However, no method of electronic transmission or storage is 100% secure.

5. Your Rights

You may:

- Request access to the personal information we hold about you
- Request correction of inaccurate information
- Request deletion of your personal information (subject to legal retention requirements)
- Opt out of promotional communications at any time

To exercise these rights, contact us through the Whop platform.

6. Children's Privacy

Our services may involve training minors (athletes under 18). We require parental or guardian consent before collecting personal information from minors. Parents/guardians may review, update, or request deletion of their child's information.

7. Changes to This Policy

We may update this Privacy Policy from time to time. Changes will be posted and take effect upon posting. Continued use of our services after changes constitutes acceptance.

8. Contact Us

For questions about this Privacy Policy, contact Coach Mike Williams through the Power Running 45 Whop page.

Power Running 45 — Coach Mike Williams | Last Updated: April 8, 2026

PART III — REFUND POLICY

All products and services are nonrefundable and non-transferable. We encourage you to talk with Coach Mike or a member of his team prior to checkout if you require accommodations, customized sessions, additional payment methods, or pricing flexibility to meet your needs.

Scheduling & Cancellation

Sessions must be scheduled in advance. Cancellations or reschedules require at least 24 hours' notice. Missed sessions without proper notice are forfeited and non-refundable. Power Running 45 reserves the right, at its sole discretion, to discontinue services if a customer cancels frequently.

Conduct-Related Discontinuation

Power Running 45 reserves the right to discontinue services for disruptive or unsafe behavior. If services are discontinued due to conduct, no refund will be issued for the session in progress at the time of discontinuation. However, Power Running 45 will refund unused sessions. Refunds, less the amount of used sessions, are issued back to the original payment method.

Disputes

We encourage you to contact us directly before initiating a payment dispute. If a dispute arises, Power Running 45 will first attempt to reach an amicable solution. If an amicable solution cannot be reached, the customer agrees to resolve the matter through arbitration rather than litigation before a court, judge, or jury. Any arbitration or other legal proceedings shall take place in the State of Florida.

Contact Us

For questions, contact Coach Mike Williams through the Power Running 45 Whop page.

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