

Terms of Use

Who Can Use Our Services

Our Site and Services are not intended for use by individuals under the age of 18 (a “Minor”) unless a Minor has obtained prior consent to use our Site or Services. Use of our Site or Services by a Minor without such consent is strictly prohibited. Chrystal specifically disclaims any and all responsibility or obligation to monitor or verify the age or legal status of any Client. Chrystal will have no liability resulting from any use of our Site or Services by any Minor.

Our Services

Chrystal offers a Fitness and Nutrition Coaching Program (“Coaching Program”);

When you register for Chrystal’s Coaching Program, you will receive a structured nutrition program, a training program, and be able to connect with Chrystal (a “Coach”) to help make adjustments to your program and keep you on track. Your Coach will adjust your Coaching Program experience based on the information that you provide to us.

Payment

You agree to pay, and authorize Chrystal’s third-party payment processor to charge using your selected payment method and payment plan, for all applicable fees and taxes that may accrue in relation to your subscription to use our Services or purchase our products. All fees are in CAD Dollars and are non-refundable except as required by law.

All prices, discounts and promotions posted on this Site are subject to change without notice. The price charged for a product or Service will be the price advertised on this Site at the time the order is placed, subject to the terms of any promotions or discounts that may be applicable. The price charged will be clearly stated in your order confirmation email. For subscription offerings Chrystal reserves the right to change pricing upon notice. Posted prices are inclusive of all applicable taxes. Chrystal is not responsible for charges or foreign exchange rates applied by your credit card company and/or financial institution.

You are responsible for providing complete and accurate billing and contact information to us. We may suspend or terminate the Services if fees are 30 days past due. Chrystal is not responsible for charges or foreign exchange rates applied by your Credit Card Company and/or financial institution.

Feedback

Chrystal would love to hear from you, and welcome any feedback, comments and suggestions you may have to improve our Services and/or our Site (“Feedback”). You can submit Feedback by emailing us at chrystal@coachchrystal.ca. When you submit your Feedback, you grant us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable and transferable license (under any and all intellectual property rights that you own or control) to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

No Professional or Medical Advice; No Doctor-Patient Relationship

CHRYSTAL IS NOT A HEALTHCARE PROFESSIONAL. OUR SERVICES AND THIS SITE DO NOT PROVIDE OR OFFER, AND ARE NOT A REPLACEMENT FOR, PROFESSIONAL MEDICAL EVALUATION, ADVICE, DIAGNOSIS OR TREATMENT (“**MEDICAL ADVICE**”). Chrystal provides the services for informational purposes only. Based on information that you request and/or provide to us, Chrystal provides you: (i) access to general health education and information; (ii) nutritional and other fitness advice; and (iii) references to other resources. While Chrystal believes that the information provided through our Services and the Site is current and reliable, Chrystal cannot and does not make any such guarantee or warranty.

YOU HEREBY AGREE THAT, BEFORE USING OUR SERVICES, YOU WILL CONSULT YOUR PHYSICIAN OR OTHER HEALTH CARE PROVIDER FOR MEDICAL ADVICE, PARTICULARLY IF YOU ARE AT RISK FOR PROBLEMS ARISING FROM CHANGES IN YOUR DIET OR LIFESTYLE. Our Services are not intended to be used by Minors or individuals with health conditions that makes the kind of changes to diet or lifestyle suggested by our Services unsafe or inappropriate.

Furthermore, Chrystal shall have no obligation or responsibility to monitor your health status or health condition or to contact or alert any medical or emergency professional. Chrystal shall not be liable to you for your reliance on any information obtained through the use of the Services or this Site, and Chrystal disclaims all liability in connection with such information. This disclaimer shall not extend to damages caused directly and solely by Chrystal's gross negligence or wilful misconduct.

Assumption of Risk and Disclaimer

CHRYSTAL PROVIDES, AND YOU ACKNOWLEDGE AND AGREE THAT CHRYSTAL PROVIDES, THE SERVICES, THIS SITE AND ANY AND ALL MATERIALS RECEIVED BY YOU AS PART OF YOUR USE OF OUR SERVICES AND THIS SITE “AS IS” AND “WITHOUT WARRANTY” OF ANY NATURE OR KIND. CHRYSTAL GRANTS NO, AND CHRYSTAL HEREBY DISCLAIMS ALL, WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES AND THIS SITE PROVIDED TO YOU, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE SERVICE, THIS SITE, OR CONTENT WITH WHICH IT IS LINKED. CHRYSTAL DOES NOT WARRANT THAT (I) YOUR USE OF THE SERVICES OR THIS SITE WILL BE UNINTERRUPTED OR SECURE, THAT IS WILL BE ALWAYS AVAILABLE OR ERROR FREE OR WILL MEET YOUR REQUIREMENTS OR NEEDS, (II) ANY OR ALL DEFECTS OR ERRORS IN THE SERVICES OR THIS SITE WILL BE CORRECTED OR (III) THAT THE SERVICES OR THE INFORMATION PROVIDED ON THIS SITE IS ACCURATE, CURRENT OR COMPLETE. WE RESERVE THE RIGHT TO MODIFY AND/OR DISCONTINUE THE SERVICE OR ACCESS THERETO AT ANY TIME WITHOUT NOTICE TO YOU. TO THE EXTENT YOU COMMUNICATE WITH CUSTOMER SERVICE OR A CHRYSTAL REPRESENTATIVE THROUGH ANY SOURCES, THE STATEMENTS AND PROMISES MADE OR ACTIONS TAKEN BY THEM SHALL NOT LIMIT OR OTHERWISE MODIFY THE TERMS OF THIS DISCLAIMER AND/OR THESE TERMS OF USE AND THIS DISCLAIMER SHALL APPLY TO ANY INFORMATION PROVIDED TO YOU THROUGH SUCH SOURCES.

FURTHER, USING THE SERVICES MAY INVOLVE THE RISK OF PHYSICAL OR MENTAL INJURY OR ILLNESS. SPECIFIC RISKS VARY FROM ONE DIET OR LIFESTYLE CHANGE TO ANOTHER AND THE RISKS RANGE FROM MINOR INJURIES OR ILLNESS TO MAJOR INJURIES OR ILLNESS.

IN CONSIDERATION OF YOUR USE OF THE SERVICES, YOU UNDERSTAND AND VOLUNTARILY ACCEPT THE RISKS AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS CHRYSTAL AND ITS OFFICERS, DIRECTORS,

EMPLOYEES, CONSULTANTS, AGENTS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY LOSS, LIABILITY, CLAIM, DEMAND, DAMAGES, COSTS AND EXPENSES, INCLUDING ALL LEGAL AND OTHER REASONABLE FEES AND EXPENSES FOR INVESTIGATING OR DEFENDING ANY ACTION OR THREATENED ACTION (AS WELL AS SETTLEMENT COSTS) WHICH ANY OF THE INDEMNIFIED PARTIES MAY INCUR IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RESULTING FROM: (I) ANY BREACH BY YOU OF THESE TERMS OF USE; (II) YOUR USE OF THE SERVICE, YOUR ACCOUNT(S), YOUR CLIENT CONTENT; AND/OR (IV) ANY VIOLATION BY YOU OF ANY LAW OR THIRD PARTY RIGHTS, INCLUDING, WITHOUT LIMITATION, FOR PERSONAL, BODILY, OR MENTAL INJURY, WRONGFUL DEATH, EMOTIONAL DISTRESS, ECONOMIC LOSS, LOSS OF SERVICES OR OTHER DAMAGES OR HARM OR ANY DAMAGE TO YOU, YOUR SPOUSE, UNBORN CHILD, OR OTHER THIRD PARTIES RESULTING FROM YOUR USE OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF CHRYSTAL OR ANYONE ON CHRYSTAL'S BEHALF. YOU UNDERSTAND AND ACKNOWLEDGE THAT CHRYSTAL IS PROVIDING INFORMATIONAL SERVICES ONLY AND MAY NOT BE HELD LIABLE FOR DEFECTIVE PRODUCTS.

Limitation of Liability

IN NO EVENT SHALL CHRYSTAL, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR CONTENT BE LIABLE: (I) TO YOU FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA OR GOODWILL, LOSS OF PROGRAMS, LOST PROFITS, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR COST OF SERVICE INTERRUPTIONS) ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE SERVICES, THIS SITE, THE SERVICES MOBILE APPLICATION SOFTWARE (IF ANY) AND ANY AND ALL EQUIPMENT OR DEVICES RECEIVED BY YOU AS PART OF YOUR USE OF IN THE SERVICES, EVEN IF CHRYSTAL OR ITS AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (II) TO ANY PERSON OTHER THAN YOU FOR ANY DAMAGES WHATSOEVER.

IN ADDITION, CHRYSTAL DISCLAIMS ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR THE ACTS OR OMISSIONS OF OTHER CLIENTS OR UNAUTHORIZED USERS (E.G., "HACKERS") OF THE SERVICES. EXCEPT WHERE DUE TO CHRYSTAL'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

IN NO EVENT SHALL CHRYSTAL BE LIABLE TO YOU OR ANYONE ELSE FOR ANY AMOUNT IN EXCESS OF THE AMOUNTS PAID BY YOU (OR BY A THIRD PARTY ON YOUR BEHALF, AND ONLY TO THE EXTENT SUCH AMOUNT IS DIRECTLY ATTRIBUTABLE TO YOU AND NOT ANOTHER CLIENT) TO CHRYSTAL FOR ACCESS TO THE ONLINE SERVICES AND THIS WEBSITE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR THE LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY BY JURISDICTION.

Violation of the Terms of Use

In addition to any other rights and remedies available to Chrystal, we reserve the right to terminate or suspend any Client's right to access or use our Services or the Site, without notice, if we believe, in our sole discretion, that such Client has violated these Terms of Use.

Termination

You may cancel your account at any time by emailing us at chrystal.ladocueur@gmail.com. In the event that you cancel your account, Chrystal shall not be required to provide you with a refund or other compensation.

In the event of your default under these Terms of Use, Chrystal reserves the right to terminate or suspend your account or use of the Services at any time. In such event, Chrystal shall not be required to provide you a refund or other compensation.

Upon termination, discontinuation or cancellation of our Services or your account, all provisions of these Terms of Use which should survive will survive, including, without limitation: content rights and ownership provisions, warranty and professional/medical services disclaimers, assumption of risk and indemnity, limitations of liability, and dispute resolution provisions.

Dispute Resolution and Governing Law

Chrystal currently operates from British Columbia, Canada. These Terms of Use shall be governed and construed in accordance with the laws of the Province of British Columbia, and the laws of Canada applicable therein, without giving effect to any principles of conflicts of law. You agree that any claim or cause of action arising out of, or related to, your use of the Services and the Site shall be brought exclusively in the Superior Court of Justice, or for matters involving intellectual property, the Federal Court of Canada, located in Victoria, British Columbia, Canada. The language of any proceedings arising from these Terms of Use shall be in English.

If you choose to access and use our Services from another location, country or jurisdiction, you are responsible for compliance with local laws, if and to the extent local laws are applicable. Nothing in these Terms of Use shall be deemed to affect any statutory or other consumer rights that you may have under local laws which cannot be or have not been altered, limited or waived by these Terms of Use. You might wish to consult with a legal professional in your own jurisdiction about the exact implications of these Terms of Use.

Regardless of any statute or law to the contrary, any claim or cause of action against Chrystal arising out of or related to your use of the Services must be filed within one (1) year after such claim or cause of action arose or be forever barred.

If you have a dispute with one or more of our other Clients, you release Chrystal from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

Personal Information and Privacy Policy

All information provided by you or collected by us in connection with your use of our Services, including your payment information and health information (“Personal Information”), will be collected, used and disclosed pursuant to the terms of our Privacy Policy, which is incorporated by reference and available online at www.coachchrystal.ca. Chrystal may amend the Privacy Policy from time-to-time, in its sole discretion, without being liable to you or any other person, by making an amended Privacy Policy available through our Site or otherwise notifying you. Each time you use our Site, you consent to the collection, use and disclosure of your Personal Information (including your Personal Health Information) by Chrystal in accordance with our Privacy Policy, as amended.

Links to Third Party Websites

Our Services may contain links to third-party websites, social media platforms or other resources, but these links and sites do not form part of our Services. We provide these links only as a convenience to you and are not responsible for the content, products or services available from those websites or resources or links displayed on such sites. Chrystal does not endorse or control any information accessed on or from any third-party website and assumes no responsibility for any material which may be accessed through such links. You acknowledge sole responsibility for, and assume all risk arising from, your use of any third-party websites or resources. Please make sure to review the applicable agreements and policies when visiting any third-party websites, including different policies with respect to the use, collection and disclosure of your Personal Information.

Internet Service Provider Charges and Other Charges

You are responsible for all mobile, cable or other internet service provider charges incurred by you for connecting to the Services or the Site, and Chrystal assumes no responsibility or liability for any such charges, including, but not limited to, data charges, long distance charges, per minute (or unit) surcharges, and/or equipment or line costs, incurred by you while accessing the Services or the Site. Any dispute or problem regarding telephone or internet provider services are strictly between you and your service provider. You may receive text messages in connection with your use of our Services or the Site. Standard text messaging and data usage rates may apply. You are responsible for all charges incurred by you for text you receive and Chrystal assumes no responsibility or liability for any such charges.

General Provisions

The Terms of Use, accepted upon first accessing the Services and the Site, including all policies, terms and conditions or other documents and agreements you may accept incorporated by reference, constitutes the entire agreement between you and Chrystal regarding the use of our Services and the Site. Any and all other written or oral agreements or understandings previously existing between you and Chrystal with respect to use of our Services and Site are hereby superseded and cancelled.

If any provision of the Terms of Use is found unlawful, void or unenforceable, then such provision shall be deemed severable from the rest of the Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

Our Communication with You

Subject to providing your express consent evidence by checking the box and option during the registration process for our Services or on our Site, you consent to receive (via email or through the Services or Site) communications from us regarding the use of the Services and the Site, and authorize us to send you other communications, newsletters or offers regarding third-party products and services. If you do not opt-in to receive the communications described in this section, the remainder of the Terms of Use will continue to apply to you and your use of the Services and the Site.

Contact Us

If you have any questions about these Terms of Service, our Services, or our Site please contact Chrystal at chrystal@coachchrystal.ca, or mail us at:

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