

Terms and Conditions

Please read these terms and conditions before using Envision Sports Fuel LLC's website and content.

The website and its content are owned by Envision Sports Fuel LLC ("Company", "we", "us"). Your access to and use of this site are subject to legally binding terms and conditions you accept and agree to when using this site's services. We reserve the right to alter these terms and conditions at any time. Your continued use of the site and its services after any change entails accepting the new terms and conditions.

Conditions of Use

Users of our site and its services must be at least 18 years of age. By using our site and services, you warrant that you are at least 18 years old and that the services are being acquired for yourself or on behalf of a child over the age of 13 years where you are that child's parent or legal guardian.

By using and purchasing services from this website, you attest that you have read and reviewed this agreement and that you will comply with its terms.

Privacy Policy

We advise you to read our privacy policy regarding user data collection.

Intellectual Property

All materials, products, and services provided on this website are the property of Envision Sports Fuel LLC, its affiliates, suppliers, or licensors including all copyrights, trademarks, trade secrets, patents, and other intellectual property under United States intellectual property laws. You must obtain written permission from the company via email to use the contents of the site in any manner not authorized by these terms and conditions. You will not reproduce or redistribute the company's intellectual property in any way.

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You are permitted to download and print content of purchased services for your personal, non-commercial use provided that you give us full attribution and credit by name, and keep intact all intellectual property laws and other proprietary notices.

When you voluntarily submit to use or post comments, reviews, photos, videos, or other submissions you are granting us consent to make it part of our website and its content. This right includes granting us proprietary rights or intellectual property rights under any relevant jurisdiction without any further permission from you. You may ask us to delete this information at any time. You acknowledge that we have the right, but not the obligation to use any contributions from you and that we may elect to cease the use of any contributions at any time.

Under this license, you may not:

- Modify, copy, duplicate, or steal our website or its content
- Use content for any commercial purpose or public display without written permission
- Transfer content to another person or mirror the materials on any other server

Third-Party Websites

This site uses third-party websites to develop content and execute business processes. All sites, materials, and pages are not under the control of Envision Sports Fuel LLC and we are not responsible for the content contained in any third-party website nor for any losses or damages you may incur as a result of the use of these sites. The company accepts no liability for any errors or omissions contained in third-party websites.

Disclaimer

Our website and its content are for informational and educational purposes only. We exclude reliability for any direct, indirect, or consequential loss or damage incurred by you or others in connection with our site and its services. You acknowledge and agree that we are not liable for any defamatory, offensive, or illegal conduct of any other website user, including yourself.

Medical Disclaimer:

This website and its content are not to be perceived or relied upon as medical or mental advice. The information we provide is not intended to be a substitute for professional medical services. We are not providing health care, medical, or nutrition therapy services or attempting to diagnose, treat, prevent, or cure any physical or mental conditions. However, we will collect health information to provide you with individualized and appropriate services. You must provide complete and accurate medical information that we request. Please see our privacy policy. You must seek a licensed medical professional should the need arise and it is your responsibility to consult with your licensed medical professional before implementing our services.

Warranties Disclaimer:

We make no warranties as to our website or its content. You agree that our content and services are provided “as is” and without warranties of any kind.

Technology and Services Disclaimer:

We can not guarantee that your access to our site and its services will not be restricted or suspended for intermittent periods to allow for maintenance, repairs, or updates. We reserve the right to alter, update, or remove any of our services at any time. The company will provide its customers with written notice of these events as soon as we are made aware. If restrictions or suspensions occur that impact your ability to receive a purchased service, you may request a subscription pause, cancellation, or reschedule within 48 hours without incurring associated charges via email to the company. If this restriction or suspension occurs following an initial purchase, and you wish to cancel services, you will receive a full refund if notice is provided within 48 hours via email. You may also pause or cancel services directly through our payment processing company. Please see Cancellation, Pausing, Rescheduling, and Refunds.

Errors and Omissions:

We make no warranty or guarantee as to the accuracy, timeliness, performance, completeness, or suitability of the information on our website or its services. We attempt to provide the most accurate, relevant information using evidence-based research and technology, however, we cannot be held responsible or accountable for the accuracy of our content due to the constantly evolving nature of research. We assume no liability for errors or omissions on the website or its content. You acknowledge that such information may contain inaccuracies or errors.

Testimonials:

Any testimonials on this site are not guaranteed to reflect the results that you may achieve. Results may vary and your experience may not be similar to the experience of another user.

Purchase and Delivery of Services

This website allows you to make purchases from us. If you make a purchase, all information obtained, including name, address, method of payment, credit and debit card numbers, and billing information, may be collected by us, the merchant, our affiliate software, our payment processing company, and trusted third parties. Please review the privacy policy.

Your participation, correspondence, or business dealings with any affiliate, individual, or company that works with our site are between you and the merchant. This includes purchase terms, conditions, representations, or warranties associated with payments and refunds related to your purchase. We are not responsible or liable for any loss, damage, refunds, or other matters incurred as a result of dealings with a merchant.

Payment processing companies and merchants may have privacy and data collection terms that are different from ours. We have no responsibility or liability for these policies of the payment

processing companies or merchants. You may be subject to additional terms and conditions of a payment processing company or merchant applying to your purchase from us. For more information, visit that merchant or payment processing company's website or contact them directly.

You indemnify and hold harmless us from any damages that you incur from merchants, affiliates, and third parties we are associated with and agree not to assert any claims against us arising from your purchase through our website or its content.

Following the purchase of services, you will receive a confirmation email within 24 hours of your purchase. For counseling subscription packages you will be provided an intake form to complete and email back to Envision Sports Fuel LLC, as well as an opportunity to schedule your first appointment within 24 hours from purchase. Following the first month, scheduling emails will be sent a week before the previous month's appointment. We will strive for initial counseling session appointments to be conducted within a week from the initial purchase, however, this is not guaranteed. Failure to schedule initial or follow-up appointments within 1 week from the scheduling email will result in the session not being conducted that month and you will be fully charged for service. We are not obligated to make an appointment that month following an inquiry past the week's deadline. Intake forms and other requested pertinent information that come directly from us, must be completed and returned 48 hours before the scheduled counseling appointment, or the session will not be conducted with no opportunity for rescheduling that month and you will be charged the full amount for service. For meal subscription services, meals will be emailed within 24 hours of purchase following the first month and will be emailed the first week of the month in subsequent months.

Cancellation, Pausing, Rescheduling, and Refunds

Cancellation, pausing, and refunding of services must be conducted by our payment processing company's terms and conditions. You may cancel, pause, or request refunds through our payment processing company's website directly or contact Envision Sports Fuel LLC via email notice and we can pursue these requests through our third-party website on your behalf.

If you are providing an email request to us and want us to make service changes on your behalf, all purchases are final 48 hours before the automatic payment date associated with your purchased subscription with no refunds granted. You may cancel your subscription up to 48 hours before your automatic payment date without being charged. You may pause your subscription up to 48 hours before your automatic payment date, however your subscription with associated charges will resume the following month unless paused again or canceled within 48 hours.

If you need to reschedule a counseling appointment, you must provide an email notification to us at least 48 hours before the original appointment time. If the company must reschedule your appointment due to an obstacle on our end, we will provide you with a minimum of 48 hours' notice and reschedule you that month. If we fail to provide you with notice within 48 hours and/or another session is unable to be conducted that month, we will refund your payment for that month.

Termination

We reserve the right to refuse your access to the website's content and services at any time. The restrictions imposed on you in these terms and conditions concerning Envision Sports Fuel LLC's website, content, and services still apply following termination.

Applicable Law

By visiting this website, the laws of the state of Colorado will govern these terms and conditions, or any dispute that may occur between Envision Sports Fuel LLC and you, or its business partners and associates.

Disputes

Any dispute related to your visit to this website or use of its services shall be arbitrated by a provincial (Colorado) or federal (United States) court and you consent to the exclusive jurisdiction and venue of such courts.

Limitation of Liability

Unless otherwise limited by law, we are not responsible for or liable for any loss or damage suffered by you as a result of your use of our site or services.

Entire Agreement

These terms and conditions and any other legal notices, policies, and guidelines of Envision Sports Fuel LLC constitute the entire agreement between you and the company. There will be no terms added unless signed in writing by both parties. This agreement may not be amended or modified except by Envision Sports Fuel LLC. If a court of competent jurisdiction finds any provision or portion of these terms and conditions to be unenforceable, that provision or portion shall be enforced to the maximum extent allowed to effectuate the intent of the parties reflected by that provision. The remainder of these terms and conditions will continue in full effect. Failure to enforce or exercise any of these terms and conditions by the company will not constitute a waiver of that right.