



Poliquin Performance Terms & Conditions/ Non-Disclosure Policies / Code of Conduct

TERMS & CONDITIONS

Welcome to Poliquin Performance.

I. The content of the pages of our website is for your general information and use only. It is subject to change without notice.

II. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors, and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

III. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

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NON-DISCLOSURE AGREEMENT

I. Intellectual Copyright Material. By clicking “I Agree”, I acknowledge that all printed, visual and audio materials provided to me by Poliquin Performance including but not limited to the Poliquin International Certification Program (PICP) Manual, Poliquin Education Online Courses including supplemental materials and BioSignature Manual, is the intellectual property and copyrighted material of Poliquin Performance and its entities, including but not limited to, Poliquin Education Online, Poliquin International Certification Program and The BioSignature Method. I agree I will keep such printed and electronic information confidential and not share the contents of these materials with anyone at any time, except in the training of my clients. All aforementioned materials are to be used solely for the purpose of my strength & health education and this information is not to be shared, duplicated, or reproduced by me or anyone acting on my behalf. Violators will be prosecuted.

I understand that I may not duplicate or use any content from the www.charlespoliquin.com website without approval from Poliquin Performance. For content approval I will contact Poliquin Performance with my proposed content. I will not post any of the proposed material until approval is granted. I will not advertise myself or my services as a Poliquin Affiliate unless proper approval and arrangements have been made with Poliquin Performance. This includes references on any social network, my own website or email.

II. BioSignature Method. I agree that the material is not to be used to diagnose or treat any illness or condition. I will always consult a medical professional before recommending any of the BioSignature protocols or suggestions. I will also contact Poliquin Performance for approval before using the term BioSignature in any public facing literature (printed or electronic). I understand I will not sell any Poliquin products on the internet unless it is through the Official Affiliate Page provided by Poliquin Performance. I understand that I must recertify my credentials as the Poliquin BioSignature Recertification requires. The policy may be updated at any time. Poliquin Performance will take the necessary steps to notify all Practitioners of any recertification changes, but it is the student’s responsibility to keep up to date with any changes.

III. Poliquin Online Education. I am agreeing that any information presented to me on the web, may not be shared with another party in a private or public community of the internet. I may not share my personal login or account information that allows any other person, other than me, to view the content provided to me. I agree that any information that may be printable from the internet cannot and will not be reproduced or shared with others. I understand the sharing and reproduction of any information will result in the discontinued access to any and all information and will forfeit any and all certifications within Poliquin Education. If I choose to select only Internet options for the courses of Poliquin Education Online, I understand the risks I might encounter with my internet connection. I understand it is my sole responsibility to check my Internet connection capabilities prior to registering for any online courses at www.speedtest.net. I understand that if my Download rate is less than 5 Mbps and Upload rate is less than 1 Mbps, I may encounter problems viewing the information.

IV. In-Person Course Restrictions. I understand the use of any audio or visual recordings, including but not limited to photography, digital recording and video recording of the lecture and/or materials presented in class is strictly prohibited. The use of laptops in any course is prohibited.

You shall indemnify and hold harmless Poliquin Performance against and from any loss, damage, injury, harm, detriment, lost opportunity, liability, exposure, claim, demand, settlement, judgment, award, fine, penalty, tax, fee (including attorneys’ fees), charge or expense (whether or not relating to a third-party claim) that is directly suffered or incurred at any time during a course.

V. Software. Any software, including but not limited to, BioSignature Software, iStrength Pro and/or iStrength Pro Bio, purchased through Poliquin Performance has a license of one (1) year. It is my responsibility to notify Poliquin Performance to renew my software prior to it expiring. If I notify Poliquin Performance after my software is expired, I understand I will lose access to my data until the software has

been renewed. Renewal prices are subject to change according to the type of software I have purchased. I recognize that I must be a current Practitioner or Coach to be able to renew my software. If I do not stay current with my credentials, I realize I will lose all my data entered into the software. All versions of the software are copyright material and no reproduction in any way is allowed.

VI. Photography Consent and Release. I hereby grant permission to Poliquin Performance to take and use photographs and/or digital images of me for use in news releases, educational materials and/or featured promotions. These materials might include printed or electronic publications, websites or other electronic communications. I further agree that my name and identity may be revealed in descriptive text or commentary in connection with the image(s). I authorize the use of these images without compensation to me. All negatives, prints and digital reproductions shall be the property of Poliquin Performance.

VII. Release of Liability. In consideration of gaining certification or being allowed to participate in the activities and programs of Poliquin Performance and to use its facilities, equipment, and machinery, not limited to the Poliquin Strength Institute, but any location a Poliquin Performance course is held, I do hereby waive, release and forever discharge Poliquin Performance and its officers, agents, employees, representatives, executors, and all others from any and all responsibilities or liability for injuries or damages resulting from my participation in any activities or my use of equipment or machinery in the above-mentioned facilities or arising out of my participation in any activities at said facilities. I do also hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to myself, including those cause by negligent act or omission of any of those mentioned or other acting on their behalf or in any way arising out of or connected with my participation in any activities of Poliquin Performance or the use of any equipment at said facilities.

I understand and am aware that strength training and aerobic exercise, including the use of equipment or potentially hazardous activities. I also understand that fitness activities involve a risk of injury and even death and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.

I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in any of the activities and programs of Poliquin Performance. I do hereby acknowledge that I have physician's permission to participate if any of the above-mentioned is present.

General

I. I understand Poliquin Performance reserves the right to change or update the Terms & Conditions as well as the Non-Disclosure Agreement at any time and without notice.

CODE OF CONDUCT

Poliquin Performance Center 2, LLC and its subsidiaries, affiliates and related companies (together, “**Poliquin**”) is proud of its reputation as a world-class, professional fitness company committed to the highest ethical standards. Poliquin’s commitment is defined in this Code of Conduct, which outlines the rules that you and each other employee, student, certified trainer, independent contractor and agent of Poliquin is required to follow at all times.

YOU **MUST** DO THE FOLLOWING:

- Be polite and treat all of Poliquin’s potential, actual and former customers, trainees, employees, trainers, contractors and agents with respect.
- Conduct yourself in a professional manner when representing Poliquin or dealing with Poliquin’s potential, actual or former customers, trainees, employees, trainers, contractors and agents.

YOU **MUST NOT** DO THE FOLLOWING.

- Harass or abuse (or encourage others to harass or abuse) Poliquin’s potential, actual or former customers, trainees, employees, trainers, contractors or agents.
- Engage in conduct on or off the job that could impair your work performance or affect Poliquin’s reputation or business interests.
- Engage in inappropriate behavior with or around Poliquin’s potential, actual or former customers, trainees, employees, trainers, contractors or agents.

If Poliquin determines, in its sole discretion, that you have violated this Code of Conduct, you may be subject to disciplinary action up to and including, without limitation, any or all of the following:

- Immediate suspension or termination of any employment or other contractual relationship you may have with Poliquin.
- Immediate suspension or termination of any rights arising out of or relating to any Poliquin certification, including but not limited to reduced rates for supplements, licenses to associate with the Poliquin brand, access to training classes and the right to hold yourself out as being certified in anyway by Poliquin.

Poliquin will endeavor but is not obligated to provide you a warning before any disciplinary action is taken pursuant to a violation of this Code of Conduct. Poliquin retains the right to amend and modify this Code of Conduct from time to time in its sole discretion.

By signing this document, I am agreeing to the foregoing Terms & Conditions, Non-Disclosure Agreement, and Code of Conduct of Poliquin Performance. If I do not agree to these terms, I forfeit receiving all information and monies paid associated with this course.

Signature of Participant

Date of Signature

**Printed Name of Participant
(must be legible)**

Participant Email Address

This sheet must be detached and handed in to the course instructor.