

Terms and Conditions of Purchase

Please read the following carefully. This is a legal agreement between you and Aerobic Fitness Consultants, Inc. Upon receipt of ANY downloadable materials, refunds are not available. Once you accept any digital material you are agreeing to be bound to these conditions.

I agree:

1. Sharing or duplicating any KID-FIT™ materials with those who have not purchased a license through Aerobic Fitness Consultants is prohibited.

2. Follow the KID-FIT™ program completely in order use the name KID-FIT™ and to charge fees at schools, day care settings and other businesses. Each session is to be taught during the dates indicated on the yearly curriculum guide. Each session must be taught in accordance with the lesson plan and visual sample provided, adhering to the KID-FIT marketing and sales system. Failure to do so will result in immediate license termination.

3. Conduct myself in a generally agreed upon professional manner. To abide by standards set by the KID-FIT™ program and live in accordance with healthy lifestyle habits.

4. Represent myself, as an authorized KID-FIT™ Instructor only with proof of a current KID-FIT™ license from Aerobic Fitness Consultants, Inc. Misrepresentation is a copyright infringement and prosecutable as a federal offense. Only those authorized by Aerobic Fitness Consultants with a valid KID-FIT™ license may represent themselves as KID-FIT™ Instructors and/or teach the KID-FIT™ curriculum.

5. Use the KID-FIT™ program only as intended, whether in whole or in part. Doing otherwise is strictly prohibited and punishable in a court of law. All materials are intended for classroom use only and are to be used during the specified calendar dates.

6. Retain current CPR certification and liability insurance if applicable. Aerobic Fitness Consultants does not assume any liability for any injury, loss of property, or damage in connection with the KID-FIT™ program.

7. Contact Aerobic Fitness Consultants directly for training and placement if I reside in or plan on teaching within a 100 mile radius of the corporate office. No independent KID-FIT™ teachers may solicit within this jurisdiction without prior written permission.

8. Refrain from soliciting accounts currently held by any other KID-FIT licensed instructor.

9. Keep my license active by paying the monthly curriculum fee. Should the curriculum fee be discontinued at any time, full-price is required to reinstate my license and start teaching again.

10. Should I choose to *not* continue my license and curriculum payments, I will immediately cease teaching any part of the KID-FIT program, stop using the name KID-FIT for any classes and notify all current clients that I am no longer teaching the KID-FIT curriculum. Failure to do any of the above will result in prosecution to the fullest extent of the law.

11. Use the KID-FIT™ trademark only in the forms directed and only for goods and services

which meet the standards of quality laid down and approved by Aerobic Fitness Consultants. The symbol "TM" shall appear in superscript behind the trademark. Any KID-FIT™ logo placed on a web site must link to the home page at <http://www.kidfit.com>. Profits from marketing and selling items other than classes, directly or indirectly using the KID-FIT™ name, symbol or reference are subject to a 10% commission to be sent directly to the corporate office on a quarterly basis.

12. Utilize business materials presented as given, except to customize, so as to promote my KID-FIT™ Business. Web sites are optional. Should I choose to have a website it must be designed and created by Aerobic Fitness Consultants for a nominal fee.

13. Be considered solely as an independent party and shall not be considered, under the terms of this agreement, as of employee status or the status of an agent or partner of Aerobic Fitness Consultants. As such, neither party has nor shall have any authority to bind the other party, to assume or create any obligation or responsibility, express or implied, on behalf of the other party or in its name.

14. Include the following statement in any advertising, news stories, or other printed promotional materials mentioning the KID-FIT™ program: "KID-FIT™ is the exclusive property of Aerobic Fitness Consultants, Inc. Monrovia, CA <http://www.kid-fit.com>."

15. Read private group site messages weekly and post an acknowledgement at least once per every 6 week session.

16. No credit is issued for missed sessions and back sessions are not available. Once a session is over, the materials for that session are gone (video, music, and printable materials). Sessions are taught once only - so archived materials are not permitted.

17. Aerobic Fitness Consultants reserves the right to cancel my license if my conduct does not reflect what is in the best interest for the KID-FIT name and philosophy. Any action deemed insubordinate, harmful to the company monetarily, in good will, or in team motivation serves as grounds to have my license revoked with no reimbursement or refund. Terminated or revoked licenses prohibit the former owner of purchasing again at a later date.

18. Start-Up Business Packages are non-transferable.

Note: Failure to comply with any of the above will result in immediate revocation of license, penalties and/or legal prosecution. The KID-FIT™ program is the exclusive property of Aerobic Fitness Consultants, Inc. Any/all copyright infringement will be prosecuted to the full extent of the law. By using this program you are agreeing you fully understand the above terms and conditions and agree to abide by them. These terms may change without notice at any time, based on our discretion.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY PURCHASING THIS PROGRAM YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE, FROM TIME TO TIME IN OUR SOLE DISCRETION. WE WILL NOTIFY YOU OF AMENDMENTS TO THESE TERMS AND CONDITIONS BY POSTING THEM TO THIS WEBSITE. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT PURCHASE THE KID-FIT ESSENTIAL BUSINESS PACKAGE.