

1. DEFINITIONS. The following terms, when capitalized, shall have the meanings designated in this Definitions section

“Customer” The person or company engaging The Dove House to provide Services under this Agreement.

“Party” or “Parties” Customer or TDH, or both.

“Personal Information” Information that identifies a Customer as an individual, including name, address, email address, telephone number, age, weight, and gender, or other similar information about Customer that is not otherwise publicly available.

“Services” The services to be furnished by TDH to Customer as described more fully in the Cover Sheet or a separate Statement of Work.

2. PRECAUTIONS. Information, materials and Services furnished by TDH are meant to support and not replace Customer’s relationship with a physician or other medical provider. TDH is not a licensed medical care provider and has no expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise or diet. Customer should always consult a physician before starting any exercise, fitness or diet program.

3. PRIVACY. TDH is committed to respecting the privacy rights of all Customers. TDH may collect Personal Information from Customer in connection with providing Services. Customer has the right to refrain from providing certain Personal Information, although this may hamper TDH efforts in providing the Services. TDH uses Personal Information to determine Customer’s needs, to customize the Services, and to track and provide anonymous reporting. TDH does not rent, sell, or share Personal Information with other people or nonaffiliated companies except to provide Services as requested through trusted partners who work on behalf of or with TDH under confidentiality agreements, or under the following circumstances: (i) TDH has obtained your permission; (ii) TDH is responding to a subpoena, court order, or legal process, or acting to establish or exercise legal rights or defend against legal claims; or (iii) TDH believes it is necessary to share Personal information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of this Agreement, or as otherwise required by law.

4. PAYMENTS Customer agrees to make all payments as set forth in the Cover Sheet the same day of service. Any payment not made when due may bear interest at the rate of 1.5% of the amount outstanding per month, or the highest rate permitted by law. Without a 24-hour notification, missed face-to-face sessions visited at the customer’s location shall be invoiced at the full amount, including expenses. Half the amount shall be invoiced for missed phone sessions. In addition, TDH shall be entitled to recover any sums expended in connection with the collection of sums not paid when due, including but not limited to all legal fees and expenses, collecting agent and/or attorney’s fees, whether or not suit is brought.

The undersigned have read and hereby agree to the attached Terms and Conditions.

Customer:
Name (Please Print): _____
Signature: _____
Date: _____