

End-User License Agreement (EULA)

End-User License Agreement (EULA) for DiagoFit Coaching

This End-User License Agreement ("Agreement") is a legal agreement between you ("User") and DiagoFit ("Company") for the use of any associated software, applications, or client portals ("Software") provided as part of the DiagoFit Coaching program.

By accessing or using the Software, you agree to be bound by the terms of this Agreement.

1. Grant of License

The Company grants you a revocable, non-exclusive, non-transferable, limited license to download, install, and use the Software solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement and the Terms and Conditions of the coaching program.

2. License Restrictions

You agree not to, and you will not permit others to:

- a) License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose, or otherwise commercially exploit the Software or make the Software available to any third party.
- b) Copy, modify, make derivative works of, disassemble, decrypt, reverse compile, or reverse engineer any part of the Software.
- c) Remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of the Company or its affiliates, partners, suppliers, or the licensors of the Software.

3. Intellectual Property

The Software, including without limitation all copyrights, patents, trademarks, trade secrets, and other intellectual property rights are, and shall remain, the sole and exclusive property of the Company.

4. Termination

This Agreement is effective until terminated by you or the Company. The Company may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice. This Agreement will terminate immediately, without prior notice from the Company, in the event that you fail to comply with any provision of this Agreement. Upon termination, you shall cease all use of the Software.

5. Disclaimer of Warranties

The Software is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. The Company expressly disclaims all warranties, whether express, implied, statutory, or otherwise, with respect to the Software.

6. Limitation of Liability

To the fullest extent permitted by applicable law, in no event shall the Company be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with your use of the Software.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States, without regard to its conflict of law principles.

Privacy Policy

PRIVACY POLICY

Effective Date: 12/08/2024

At DiagoFit, we are committed to protecting your privacy and ensuring the security of your personal information. This Privacy Policy outlines how we collect, use, and safeguard your data, as well as your rights regarding the information we collect.

1. Information We Collect

We may collect the following types of personal information directly from you:

Personal Details: Name, email address, and phone number.

Fitness Information: Details such as your fitness history, goals, and any supplements you may be taking.

Payment Information: Payment details are securely processed through Stripe and are not stored by us.

We may also collect data automatically when you use our website, such as:

Cookies and Tracking Technologies: We may use cookies or similar technologies to track website performance and user engagement. You can disable cookies in your browser settings.

2. How We Use Your Information

We use the information collected for the following purposes:

- To schedule and deliver fitness coaching sessions via Zoom.
- To assess whether our services are a good fit for you.
- To process payments securely through Stripe.
- To manage client relationships using our CRM system (GHL).
- To send updates, confirmations, and information about our services (with your explicit consent).
- To improve our services by analyzing user interactions with our website.

3. How We Protect Your Information

We use third-party services such as Stripe, Zoom, and GHL, which implement industry-standard security measures to protect your data. These measures include encryption, access controls, and secure servers. While we take every reasonable step to safeguard your data, no system is completely secure, and we cannot guarantee absolute security.

4. Data Retention

We will retain your personal information for as long as necessary to:

- Provide our services.
- Comply with legal obligations.
- Resolve disputes.
- Enforce our agreements.

For general customer information, we will retain your data for up to 3 years after your last interaction with us unless a longer retention period is required by law.

5. Your Rights

You have the following rights regarding your personal information:

Access: You can request access to the personal information we hold about you.

Correction: You can request corrections to any inaccurate or incomplete information.

Deletion: You can request the deletion of your personal data, subject to any legal requirements.

Opt-Out: You can opt out of receiving marketing communications at any time by following the unsubscribe instructions in our emails or contacting us directly.

To exercise any of these rights, please contact us at info@diagofit.com.

6. International Data Transfers

If you are located outside of the United States, your data may be accessed by our team members who are based in the US or other jurisdictions. We ensure that these transfers comply with applicable data protection laws.

7. Third-Party Sharing

We do not sell, rent, or share your personal information with third parties except as necessary to deliver our services. This includes using third-party platforms like Stripe (for payment processing), Zoom (for virtual coaching), and GHL (for client relationship management).

8. Legal Compliance

We comply with applicable privacy laws, including:

GDPR: For clients in the EU/UK, we process data lawfully, transparently, and only for specified purposes.

CAN-SPAM Act: For clients in the US, we adhere to regulations for email communication.

Other Relevant Laws: We comply with data protection laws applicable to jurisdictions where we operate.

9. Changes to This Privacy Policy

We may update this Privacy Policy from time to time. Changes will be posted on this page with the updated effective date. We encourage you to review this page periodically to stay informed about how we are protecting your information.

10. Contact Us

If you have any questions or concerns about this Privacy Policy or how your data is handled, please contact us at:

Email: info@diagofit.com