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Athlean x return policy

COMPLIANCE WITH GOVERNING LAW AND DISPUTE RESOLUTION: You agree to obey all applicable laws while using our website. 2b. AX bonus content (made available as part of a promotion or exclusive to a product launch) are not included in All Access and remain available only through future time limited promotions and launches only. The signature of the copyright owner or a person authorized to act on behalf of the copyright owner. This may consist of, but not limited to Proof of Import, any health licenses or any other document your county requires importing our product. That said, we do have our team of XPERTS standing by, as part of our XTRA MILE guarantee, who are glad to help you to get the most out of your program should you have any questions. A customer has 30 days from the date of purchase for 12 week programs, 14 days from the date of purchase for 6 week programs an 7 days from the date of purchase for 4 week programs. If you believe that your intellectual property rights have been infringed upon, or if a notice of infringement has been filed against you, you should immediately seek legal counsel. If fo rany reason you decide to return this item, please contact us within 30 days for receipt. The return shipping charges will be the responsibility of the customer and will not be covered in the refund. 4. The timing is set so that if you follow the program exactly as it is designed, do not skip rest days and do not double up workout days than the next phase of your training will be ready and waiting for you without any downtime. For instance, if you purchased months 4, 6 and 9 of NXT and later decided to join the monthly program, you would receive month 1 first. You would then still have access to months one, two and three because month four was the last full month that was paid for. OBSCENE AND OFFENSIVE CONTENT: We are not responsible for any obscene or offensive content that you receive or view from others while using our website. Again, unlike other membership sites that revoke your entire access to member's content when not enrolled however, we allow our NXT members to retain their workout phases up to one month fewer than the number of months they were enrolled. ANTI-SPAM POLICY IS PART OF THESE TERMS AND CONDITIONS: Our anti-Spam policy is part of, and subject to, these terms and conditions of use. 26 days later you would receive month 2 of NXT. Due to the fact that this is a digitally accessed product with no recoverability on our part once accessed, downloadable content is prohibited and all refund requests are limited to the first 14 days following purchase. 8. PRIVACY POLICY IS PART OF THESE TERMS AND CONDITIONS: Our privacy policy is part of, and subject to, these terms and conditions of use. Do NOT send them back to the Shelton, CT address. Consumable goods are not eligible for return once they are opened, regardless of when they are purchased. Although we are not obligated to do so, we reserve the right to monitor, investigate, and remove obscene or offensive material posted to our website. (as of 2021 the feature applies to Breakout, BEAXST, Monster Maker, Core4 Abs, Xero2, Old School Iron and will apply to any program moving forward). 2a. DISCLAIMERS AND LIMITATIONS OF LIABILITY: The information on our website is provided on an "as is," "as available" basis. Suite #100 Hebron, KY 41048 Upon completion of inspection of the product to ensure all original components are included and that the program is in it's original condition, a refund will be issued (less shipping and handling charges). Upon receipt of a properly filed complaint under the DMCA, the owner and/or the ISP of this website will block access to the allegedly infringing material. MODIFICATIONS AND TERMINATIONS: These terms and conditions may change from time to time. ATHLEAN ALL-AXCESS is about getting you a workout regimen from ATHLEAN-X that is not only exactly matched to your goals but grounded, as always, on cutting edge science based training, to keep you solidly on the path to Athlean immortality (and an incredible physique!). I accidentally purchased the program twice. However, if you do receive or view such content, please contact us by e-mail at so that we can investigate the matter. You agree that the laws of CT govern these terms and conditions of use without regard to conflicts of laws provisions. Access to prior months will remain up to one month less than the number of months you were successfully paid and enrolled for. We do not warrant that our website will always be available, access will be uninterrupted, be error-free, meet your requirements, or that any defects in our website will be corrected. We may terminate these terms and conditions of use for any reason and at any time without notice to you. If you have a good faith belief that you have been wrongfully accused, you may file a counternotification with the website owner and/or the ISP. Packages are shipped once a day from our facility (9AM EST), Monday through Friday (with no shipping occurring on Saturday or Sunday). Each party shall bear one half of the arbitration fees and costs incurred, and each party is responsible for its own lawyer fees. In the event that a customer's request for a program exchange is granted, the customer will no longer be eligible for a refund on either program, nor will the customer be eligible to request another program exchange in regards to that purchase. REFUND POLICY: The ATHLEAN-X Training System is delivered entirely as a digital product with no recoverability once it is ... What is your return policy on DIGITAL programs? If a refund is requested for any single month one will ONLY be granted IF it is within the first week of initial purchase/rebiling AND the documentation/workouts have NOT been downloaded. To prevent you from being distracted by the specifics of workouts that are beyond the scope of your imminent work for today, each new month of training will be unlocked every 28 days. Please note, only UPS provides detailed city by city tracking however they do not deliver to P.O. Boxes. Keep in mind, this does not preclude you from previewing the workout schedule and equipment needs for future months so you can be sure you're ready to attack your workouts when they arrive. Under no circumstances will we be liable or responsible for any direct, indirect, incidental, consequential (including damages from loss of business, lost profits, litigation, or the like), special, exemplary, punitive, or other damages, under any legal theory, arising out of or in any way relating to our website, your website use, or the content, even if advised of the possibility of such damages. There is a 10 year manufacturer warranty. 2c. The recipient is required to provide any and all other paperwork required by their county of citizenship or where the product is being shipped. This copyright notice applies to everyone, including all visitors to this website. We may terminate your license to use our website, and access to our website, for any reason, and without giving you notice. After 28 more days of continued membership you would receive month 5 (since you already own month 4). No updates are provided in transit for USPS Priority Mail, however P.O. Box delivery is available. Cancellation requests must be sent in writing to . If website owner and/or the ISP receives a valid counter notification, the DMCA provides that the removed or blocked information will be restored or access re-enabled. It is assumed that you know all about the program that you once owned and returned. No part of this website may be reproduced or transmitted in any form or by any means, mechanical, electronic, or otherwise, including photocopying and recording, or by any information storage and retrieval system, or transmitted by e-mail, or used in any other fashion without the express prior written permission of the website owner. Once again, after 28 days you would receive month 7 (since you already own month 6). On behalf of ourselves and our content suppliers, we claim all property rights, including intellectual property rights, for this content and you are not allowed to infringe upon those rights. The ATHLEAN-X NXT monthly training program is delivered entirely as a digital product with no recoverability once it is delivered, just like AX-1, AX-2 and Xero and TNT, however does carry specific terms of use. The website owner and/or the ISP will forward a copy of the notification of claimed copyright infringement to the alleged infringer. It is not an app. NO shipping costs will be refunded if the package is shipped within these time frames regardless of the shipping speed selected. While other product offerings from ATHLEAN-X do have a 30 day return policy (elast-x training bands) the ATHLEAN-X Training Camp(AX1)programs (and their associated digital content), ATHLEAN-X2 X-treme(AX2) programs, ATHLEAN-X TNT series, ATHLEAN XERO and XERO2, NXT, Ultimate Arms, Athlean-XX for Women, Max Size, Max Shred, Breakout, BEAXST, Monster Maker, Core4 Abs, Old School Iron and ANY other similarly delivered digital programs are not included and no returns accepted. BLOK: This item is not shipped directly by us. CONTENT OWNERSHIP: All content on our website is owned by us or our content suppliers. How it works... the second month and its subsequent third month will remain blocked until it has been 28 days from the first month. The customer is responsible for return shipping charges. Identify in sufficient detail the copyrighted work that you believe has been infringed upon. All requests for refunds and exchanges must be made within the appropriate time frame for that program. Likewise, if you begin with an NXT membership and decide to purchase any individual future month of NXT (or group of NXT's), your monthly membership will continue sequentially on your next billing with the next NXT in sequence from the ORIGINAL MONTHLY SEQUENCE with no relation to your individual purchases (even if they occur subsequent to your NXT monthly purchase). If you want to use this website, you must agree to conform to and be legally bound by the terms and conditions described below. All rights reserved. Any requests to use our content should be submitted to us by e-mail at If you believe that your intellectual property rights have been infringed upon by our website content, please notify us by sending an e-mail to ,or by sending mail to us at the address listed below. You will be issued an RMA but YOU will be responsible for the cost of return shipping. Please just let us know how they can help you by submitting a ticket at Should you require a refund of the unopened supplements, shirts or hats you may do so by returning the physical product to us in its unused original condition within 30 DAYS OF PURCHASE to the following address: ATHLEAN-X c/o Rocket Shippers Returns Department 1370 Aviation Blvd. COUNTERNOTIFICATION TO CLAIMED COPYRIGHT INFRINGEMENT If a notice of copyright infringement has been filed with the website owner and/or the ISP against you, the owner and/or the ISP will attempt to notify you and provide you with a copy of the notice of copyright infringement. Access to the NXT program will be discontinued immediately for the current month that was refunded. Once again for example, if you were enrolled for 5 months, you would keep the first 4 months of NXT. NXT membership is delivered sequentially, starting in month 1 and progressing to month 2, 3, 4, etc. HOW TO CONTACT US: Any questions or concerns about these terms and conditions of use should be brought to our attention by e-mail at , and providing us with information relating to your concern. Identify the material that you claim is infringing the copyrighted work listed in item #1 above. SHIPPING AND DELIVERY POLICY: 1, 7. You may view our privacy policy on this website. The owner of this website and the ISP are committed to complying with international trade law, international trade practices, all United States laws, including United States copyright law. If the recipient fails to provide such documentation and the product is not returned to our warehouse at the recipients' cost, NO REFUNDS will be issued. Please send your request to . Bottom line, we're not your gym! We are not trying to lock you into contracts that you can't break (yep...I've been there myself sadly!). As stated above, NO exchange or refund will be issued if the files have been downloaded. If you'd like to be provided a tracking number, please wait the requested timeframe and then contact www.support.athleanx.com. Any such claim shall be subject to confidential binding arbitration as described later in these terms and conditions of use. Under the DMCA, the bona fide owner of copyrighted materials who has a good faith belief that their copyright has been infringed may contact not only the person or entity infringing on their copyright, but may also contact the designated agent of an Internet service provider to report alleged infringements of their protected works, when such alleged infringements appear on pages contained within the system of the Internet service provider (40c01SP4c). The shipping will take between 2 and 3 weeks. A second refund will NOT be issued if a customer purchases a program that they have received a refund on once before. Starting with the program Breakout and each program from that point forward that has been released will include this feature. It is understood that any and all packages delivered to international customers (defined as anywhere outside the fifty United States) will/may require clearance through customs which can cause an unpredictable delay of shipment. Hurricane Hypertrophy in month two, Half Life Training in month three, etc). Upon completion of inspection to ensure the goods are untampered with, a refund will be issued (less original order shipping and handling charges). We may disseminate the information as we see fit. 1. SEVERABILITY OF THESE TERMS AND CONDITIONS: If any part of these terms and conditions of use are determined by a court of competent jurisdiction to be invalid or unenforceable, that part shall be limited or eliminated to the minimum extent necessary so that the remainder of these terms and conditions are fully enforceable and legally binding. For instance, if you are enrolled in NXT monthly membership for 3 months and own months 1,2, and 3 and decide to purchase month 9, when billing occurs for your monthly billing cycle of NXT membership you will receive month 4 not month 10 since it is the next lowest sequential training month that is not owned. All cancellation requests for recurring orders must be submitted in writing. For example, a customer purchases Xero in March and receives a refund. If you are below the age of 18, you should only use our products and services with the permission and/or active involvement of a parent or legal guardian. You will be provided the correct address upon receiving the RMA. Every 28 days you will be charged the same \$29.95 and receive unlocked access to the newest progressive training phase of NXT (i.e.. This applies to ALL products. As new full programs are released by ATHLEAN-X they will be included in your portal as part of your All Access membership a minimum of 30 days after their initial release. International Shipping Documentation is required both by the recipient and the sender. You will not be contacted with a tracking number. Should packages be refused in these instances, it is understood that no refund of purchase will occur and the refusal of the package will be documented by the courier. 2e. The requirement for clearance and length of delay can vary greatly from country to country. Any order placed will ship during this period on the following day using the shipping method selected by the customer at the time of checkout. DIGITAL MILLENNIUM COPYRIGHT ACT ("DMCA") NOTICE This notice is for informational purposes only. Should you decide to join again at any point, you may do so and resume where you left off and any program progress, tracking or notes will be preserved for you. If your jurisdiction does not allow limitations on warranties, this limitation may not apply to you. During peak season such as Black Friday and the Holiday season things could take as long as 72 hours, BUSINESS Days, to process an order for shipping. Consistent with this "focus on what's in front of you" mentality, your workouts will be delivered to you with my "accountability features" in place. LICENSEE STATUS: You understand and agree that your use of our website is limited and non-exclusive as a revocable licensee. This website (see our website's Terms and Conditions of Use for definitions), including all text, HTML, scripts, and images are copyrighted and owned by Sports Performance Factory, LLC. All claims must arbitrated on an individual basis, and cannot be consolidated in any arbitration with any claim or controversy of anyone else. For example, if you purchased on May 10, then this means that you physically should not be able to complete your first month until June 7. MINORS: Although our products and services are not age specific, we do not market our services or products to minors. 11. Package tracking numbers are emailed to our customers on the evening of the day that the package ships (when applicable). You also agree that any dispute between you and us, excluding any intellectual property right infringement claims we pursue against you, shall be settled solely by confidential binding arbitration per the American Arbitration Association commercial arbitration rules. All arbitration must occur in Westport, CT, USA. We do not guarantee the accuracy or completeness of any of the information provided, and are not responsible for any loss resulting from your reliance on such information. We may take up to 48 hours, BUSINESS DAYS, to process an order for shipping. 1... You can cancel at any time. Delivery for digital contentYour programs are delivered entirely online. I also affirm that as the copyright owner, I have a good faith belief that use of the material in the manner complained of is not authorized by me, my agent, or the law." 5. These include the ATHLEAN-Rx supplements (X-Cite, X-LR8, ReconstruXion, Rx4 Women, Mechan-X) in all consumable forms. We disclaim all warranties of any kind, including but not limited to, any express warranties, statutory warranties, and any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. You agree not to copy content from our website without our permission. We will prosecute to the fullest extent of the law anyone who attempts to steal our property. 06081 USA To file a notice of infringement with either the website owner or the ISP, you must provide a written communication that sets forth the items specified below. DMCA PROVISIONS The Digital Millennium Copyright Act of 1998, found at 17 U.S.C. Â§ 512 ("DMCA"), provides recourse for owners of copyrighted materials who believe that their rights under United States copyright law have been infringed upon on the Internet. Unopened bottles must be returned within 21 days of purchase to be eligible for refund. If you are a minor, please do not provide us or other website visitors with any personal information. You may view our anti-Spam policy within our privacy policy on this website. INDEMNIFICATION: You understand and agree that you will indemnify, defend and hold us and our affiliates harmless from any liability, loss, claim and expense, including reasonable attorney's fees, arising from your use of our website or your violation of these terms and conditions. ATHLEAN ALL-AXCESS: You can cancel at any time and any future rebills will not occur. AthleanX provides ALL necessary documentation required to export our products to other countries. In these instances, the product must be shipped back to our facility at the address above, in its original unopened condition to be verified by inspection upon it's arrival. REFUND POLICY: The ATHLEAN-X Training System is delivered entirely as a digital product with no recoverability once it is delivered. Anyone who believes in good faith that a notice of copyright infringement has wrongfully been filed against them, may submit a Counternotice to the website owner and/or the ISP. It is shipped by the manufacturer directly. 12. These terms and conditions were last updated on 04-12-2010. They then decide to purchase Xero a second time in August and requests a refund, one will not be issued. Any requests beyond this point will not be honored. Any questions or concerns should be brought to our attention by sending an e-mail at , and providing us with information relating to your concern. If you are concerned about these terms and conditions of use, you should contact us immediately. 28 days later you would receive month 3. ENTIRE AGREEMENT: These terms and conditions, including the policies incorporated herein by express reference, constitutes your entire agreement with us with respect to your use of our website. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Should you decide to join again at any point, you may do so and resume sequentially with the month that you left off (in this case, month 6). If such changes are made, they will be effective immediately, and we will notify you by a notice posted on our website's home page of the changes that have been made. (You must include the URL(s) (the location(s) of the page(s) that contains the allegedly infringing material and also include a description of the specific content which you claim is infringing on your copyright.) 3. For details on the information required for valid notification, see 17 U.S.C. Â§ 512(c)(3). NOTIFICATION OF CLAIMED COPYRIGHT INFRINGEMENT Please send DMCA notifications of claimed copyright infringement to: Copyright Agent Sports Performance Factory, LLC P.O. Box 5054 Westport, CT. We are required to provide a Commercial Invoice as well as Proof of Origin. Thank you for visiting our website. The website owner and/or the ISP will replace the removed material and cease disabling access to it in not less than 10, nor more than 14, business days following receipt of the counternotification, unless the website owner and/or ISP first receives notice from the complaining party that such complaining party has filed an action seeking a court order to restrain the alleged infringer from engaging in infringing activity relating to the material on this website. Your price for NXT access is just \$29.95 (for existing members of TEAM ATHLEAN) and \$49.95 (for non-members) per 4 week training cycle. The signature or electronic signature must be that of the copyright owner, or a person authorized to act on behalf of the owner, of an exclusive copyright that has allegedly been infringed. Our total liability for any claim arising out of or relating to our website shall not exceed one hundred (\$100) dollars and that amount shall be in lieu of all other remedies which you may have against us or our affiliates. IF YOU DISAGREE WITH ANY OF THESE TERMS OR CONDITIONS, DO NOT ORDER OR USE OUR WEBSITE. It is not intended as, nor should it be construed as, legal advice. Information on our website should not necessarily be relied upon and should not to be construed to be professional advice from us. You may also mail your concerns to us at the following address: Sports Performance Factory LLC P.O. Box 5054 Westport, CT, 13. Accordingly, if you are not sure whether certain material of yours is protected by copyright laws, we suggest that you first contact an attorney. Likewise, any additional taxes or surcharges imposed by UPS, USPS or courier selected at the time of the international delivery are outside of our control, not determined, set or required by ATHLEAN-X and Sports Performance Factory and are therefore the responsibility of the recipient. For example, if you decided within the first week of month five that you no longer wanted to subscribe, you would be refunded the price for month five. They are web based. 2. Additionally, you would instantly regain access to month four as well (in our example) since your last paid month would now be through month five. NXT is about getting you a monthly workout regimen from ATHLEAN-X that is always on the cutting edge and more importantly, keeping you solidly on that path to athlean.

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