

TERMS AND CONDITIONS

Effective Date: 01/09/2025

These Terms and Conditions ("Terms") govern your use of the website, services, products, including merchandise, in-person events, and any related content provided by GRAVITY ("we," "our," or "the Company"). By accessing or using the website and services, you agree to comply with and be bound by these Terms. If you do not agree with these Terms, you must immediately cease using our website and services.

1. Acceptance of Terms

By accessing, browsing, or using the GRAVITY website and services, including any merchandise, events, or vendor-related activities, you acknowledge and agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, you are prohibited from using our website or services.

2. Changes to Terms

We reserve the right to modify, amend, or update these Terms at any time, without notice. Any changes will be posted on this page, and the "Effective Date" will be updated accordingly. Your continued use of the website after any changes constitutes acceptance of those changes.

3. User Eligibility

You must be at least 18 years old to use our website and services, or have parental consent to use the services, where applicable, and be legally capable of entering into contracts.

4. Account Registration

To access certain features, such as placing orders, event registration, or making purchases, you may need to create an account. You agree to provide accurate, current, and complete information during registration and to keep it updated. You are responsible for maintaining the confidentiality of your account credentials and must notify us immediately of any unauthorized use.

5. Use of Services

You agree to use the GRAVITY website and services only for lawful purposes. You agree not to:

- Violate any local, state, national, or international law or regulation.
- Engage in any fraudulent, misleading, or harmful activities.
- Distribute viruses, malware, or other harmful content.
- Post content that is offensive, discriminatory, or unlawful.

6. Products and Services

- **Services:** GRAVITY offers various online services such as courses, coaching, and digital products. These are subject to the specific terms of service for each.
- **Products (Merchandise):** GRAVITY offers merchandise available through our website, including but not limited to apparel and accessories. Products are fulfilled by third-party vendors via dropshipping. By purchasing, you agree to be bound by the terms of the third-party vendor, including shipping, delivery, and refund policies.

- **In-Person Events:** GRAVITY also organizes in-person events, such as fitness workshops, vendor fairs, and meetups. Participation in these events may be subject to additional terms, including event fees, waivers, and health and safety protocols.
- **Vendor Activities:** GRAVITY may host or participate in vendor events. If you are a vendor, you agree to the vendor-specific policies and any terms provided at the time of event registration or participation.

7. Payment Terms

All payments must be made through the available payment methods on the website, including for products and services. Payment for merchandise, services, or event registration is due immediately upon purchase unless otherwise specified.

For recurring services (such as coaching), you agree to provide accurate billing information and authorize us to charge your selected payment method.

Merchandise may be subject to separate shipping and handling fees, and payment processing will be managed by third-party platforms. Please review the third-party vendor's terms for additional payment and shipping terms

8. Refund Policy

- **Digital Products & Services:** All sales of digital products, services, and gift cards are non-refundable.
- **Physical Products (Merchandise):** Merchandise returns are handled according to our Return Policy. Please refer to the detailed Return Policy for instructions on how to initiate a return, return conditions, and applicable timeframes.
- **Event Tickets:** Tickets for in-person events are non-refundable. Please ensure you can attend the event before purchasing. If an event is canceled by GRAVITY, you will receive a refund or an alternative solution. No refunds will be issued for events that you are unable to attend for personal reasons.

9. Intellectual Property

All content, design, graphics, logos, trademarks, and software provided on the GRAVITY website are the intellectual property of GRAVITY and are protected by copyright laws. You may not copy, modify, distribute, or create derivative works based on any part of our website or services without prior written consent from GRAVITY.

10. User Content

You grant GRAVITY a worldwide, royalty-free, and irrevocable license to use, modify, and distribute any content you submit (including but not limited to reviews, feedback, and comments) in any medium. You represent that you have the necessary rights to grant these licenses.

11. Privacy and Data Collection

Your use of our website and services is governed by our Privacy Policy, which explains how we collect, use, and protect your personal information. By using our website, you consent to the collection and use of your data as outlined in the Privacy Policy.

12. Disclaimers

- **No Warranty:** GRAVITY makes no warranties regarding the accuracy, reliability, or availability of our website, services, or products. All services, products, and merchandise are provided "as is" and "as available."
- **Limitation of Liability:** In no event shall GRAVITY, its affiliates, partners, or employees be liable for any direct, indirect, incidental, special, or consequential damages arising from your use of our website, services, or products.

13. Indemnification

You agree to indemnify, defend, and hold harmless GRAVITY, its affiliates, partners, vendors, contractors, and employees from any claims, damages, liabilities, costs, or expenses (including legal fees) arising from your use of our website, services, events, or your violation of these Terms.

14. Termination of Access

GRAVITY reserves the right to suspend or terminate your access to the website and services at any time, without notice, for conduct that we believe violates these Terms, applicable law, or is harmful to the interests of GRAVITY or its users.

15. Governing Law

These Terms are governed by and construed in accordance with the laws of the state of Hawaii, USA, without regard to its conflict of law principles. Any disputes arising from these Terms will be subject to the exclusive jurisdiction of the courts located in Hawaii, USA.

16. Dispute Resolution

In the event of any dispute or claim arising out of or relating to these Terms, you agree to attempt to resolve the matter informally. If informal discussions fail, the dispute shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

17. Severability

If any provision of these Terms is found to be illegal, invalid, or unenforceable, that provision will be severed from the rest of these Terms, which will remain in full force and effect.

18. Contact Information

If you have any questions about these Terms, please contact us at:

Email: team@gravitymovement.com