THE MOVEMENT SOLUTION App

Terms of Service

Effective Date: July 10, 2026

Welcome to The Movement Solution coaching app (the "App"), owned and operated by The Movement Solution ("Company," "we," "us," or "our"). These Terms of Service ("Terms") govern your access to and use of the App, including any workout programs, exercise content, coaching services, and related features (collectively, the "Services"). By creating an account, purchasing a program, or otherwise using the App, you agree to be bound by these Terms. If you do not agree, do not use the Services.

1. Eligibility

You must be at least 18 years old to create an account or use the Services. By using the App, you represent and warrant that you are at least 18 years of age and legally capable of entering into a binding agreement.

2. Description of Services

The App provides access to workout programs, exercise instruction, coaching content, and related tools developed by The Movement Solution. Services may be updated, modified, or discontinued at our discretion, with or without notice. The App is not a medical record system, and is used as a coaching tool to supplement any in person client programs- or as a stand alone virtual program.

3. Medical Disclaimer

This program is not intended to diagnose or treat any specific medical condition.

The Services, including all exercise programs and content, are provided for general fitness and educational purposes only. They are not a substitute for professional individualized medical advice, diagnosis, or treatment. Please consult your doctor or other qualified healthcare provider before beginning any new exercise plan, especially if you have a pre-existing medical condition, injury, or are pregnant or postpartum. Never disregard professional medical advice or delay seeking it because of something you have read or accessed through the App.

4. Assumption of Risk and Release of Liability

Participation in any exercise program carries inherent risk of injury. By using the Services, you voluntarily assume all risks associated with exercise and physical activity, known and unknown, and agree to perform all exercises at your own risk.

To the fullest extent permitted by law, you release, waive, and discharge The Movement Solution, its owner, employees, contractors, and affiliates from any and all liability, claims, demands, or causes of action arising out of or related to any loss, damage, or injury, including death, that may be sustained while participating in the Services, whether caused by negligence or otherwise.

The Movement Solution is not liable for any injury, loss, or damage resulting from your use of the Services.

5. Payment, Billing, and Refunds

Certain Services require payment of fees as described at the time of purchase. By purchasing a program or subscription, you authorize us to charge your selected payment method for all applicable fees.

Refund Policy: All sales are final. No refunds will be issued once a program has started, regardless of the extent to which it has been used or completed.

Subscription-based Services, if offered, will automatically renew at the then-current rate unless canceled prior to the renewal date. You may cancel a subscription at any time through your account settings; cancellation will take effect at the end of the current billing period, and no partial refunds will be issued for the remaining period.

We reserve the right to change our pricing at any time. Any pricing changes will not affect programs already purchased.

6. User Responsibilities

You agree to: (a) provide accurate information when creating your account; (b) use the Services only for their intended, lawful purpose; (c) obtain medical clearance before beginning the program if you have any health concerns; and (d) stop exercising immediately and seek medical attention if you experience pain, dizziness, shortness of breath, or any other concerning symptoms.

7. Intellectual Property

All content within the App, including but not limited to workout programs, videos, text, graphics, logos, and the Movement Solution name and brand, is the property of The Movement Solution and is protected by applicable intellectual property laws. You may not copy, distribute, reproduce, or create derivative works from this content without our prior written consent.

8. Limitation of Liability

To the maximum extent permitted by law, in no event shall The Movement Solution or its owner, employees, or affiliates be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, arising out of or related to your use of the Services, even if advised of the possibility of such damages. Our total aggregate liability for any claim arising out of or relating to these Terms or the Services shall not exceed the amount you paid to us in the twelve (12) months preceding the claim.

9. Indemnification

You agree to indemnify, defend, and hold harmless The Movement Solution and its owner, employees, contractors, and affiliates from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with your use of the Services or your violation of these Terms.

10. Dispute Resolution and Arbitration

Any dispute, claim, or controversy arising out of or relating to these Terms or your use of the Services shall be resolved exclusively through final and binding arbitration, rather than in court, except that either party may bring an individual action in small claims court. The arbitration shall be conducted in Massachusetts in accordance with the rules of the American Arbitration Association then in effect.

You and The Movement Solution each waive any right to a jury trial or to participate in a class action lawsuit or class-wide arbitration.

11. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles.

12. Changes to These Terms

We reserve the right to modify these Terms at any time. Material changes will be communicated through the App or via email. Continued use of the Services after changes take effect constitutes your acceptance of the revised Terms.

13. Termination

We reserve the right to suspend or terminate your access to the Services at any time, for any reason, including violation of these Terms. You may terminate your account at any time by contacting us.

14. Contact Us

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

The Movement Solution 256 Georgetown Rd Boxford MA

Docroth@themovementsolutionpt.com