

THE ELEVATION METHOD

MASTER — TEM ELEVATION AUDIT SERVICE AGREEMENT

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ELEVATION AUDIT SERVICE AGREEMENT

Prepared for: [CLIENT FULL NAME]

Effective Date: [DATE]

This Elevation Audit Service Agreement (“Agreement”) is entered into between Jessica Sta. Maria, doing business as The Elevation Method (“The Elevation Method,” “TEM,” “Coach,” “we,” “us,” or “our”), and [CLIENT FULL NAME] (“Client,” “you,” or “your”).

A copy of this Agreement may be provided before purchase so prospective clients can review the applicable terms.

By purchasing The Elevation Audit and signing this Agreement, Client confirms that they have read, understood, and voluntarily agree to the following terms.

1. SERVICE DETAILS

Service: The Elevation Audit

Purchase Price: \$197

Service Format: Personalized nutrition and lifestyle assessment + individualized 45-day action plan + one private strategy session approximately 90 minutes in duration.

Client understands that The Elevation Audit is a focused, one-time strategy service and is NOT ongoing 1:1 coaching.

2. WHAT THE ELEVATION AUDIT INCLUDES

The Elevation Audit may include:

- review of Client's completed assessment
- identification of relevant nutrition patterns, friction points, limiting factors, and priorities
- individualized nutrition and lifestyle recommendations
- calorie and macronutrient guidance where appropriate
- portion-based nutrition guidance where appropriate
- meal structure recommendations
- food, grocery, convenience, restaurant, or travel strategies where relevant
- behavioral pattern identification
- practical behavior-change strategies
- identification of approximately 1–3 highest-impact priorities
- development of a personalized 45-day action plan
- one private strategy session approximately 90 minutes in duration
- reasonable refinement of the action plan during the strategy session

Recommendations are based on the information Client provides and Coach's professional coaching judgment.

3. DELIVERY PROCESS

The standard Elevation Audit process is:

1. Client completes the required Elevation Audit assessment.
2. Coach reviews the submitted information.
3. Coach prepares Client's initial personalized 45-day action plan, generally within approximately three business days after receipt of a sufficiently completed assessment.
4. Client schedules the included private strategy session.
5. During the strategy session, Coach and Client discuss the assessment findings, priorities, recommendations, and proposed action plan.
6. Coach may refine or finalize the plan based on information discussed during the session.

Delivery timelines may reasonably vary due to incomplete information, illness, holidays, emergencies, technology issues, or other circumstances outside Coach's reasonable control.

4. CLIENT RESPONSIBILITIES

Client agrees to:

- provide truthful, accurate, and materially complete assessment information
- disclose relevant medical conditions, medications, injuries, symptoms, restrictions, or health changes when they may affect coaching
- ask questions when recommendations are unclear
- communicate if a recommendation appears unrealistic, inappropriate, unsustainable, or overly restrictive
- consult appropriately qualified healthcare professionals when necessary
- obtain medical clearance where appropriate

- immediately discontinue any activity or recommendation that produces concerning symptoms and seek appropriate care
- understand that implementation decisions remain Client's responsibility
- schedule and attend the included strategy session
- maintain respectful and professional communication
- use TEM materials only as permitted under this Agreement

Client confirms that they are at least 18 years old and legally capable of entering into this Agreement.

5. SCOPE OF PRACTICE

The Elevation Method provides nutrition coaching, nutrition education, general wellness guidance, behavior-change support, and strategic problem-solving.

TEM services are not a substitute for individualized care from a physician, registered dietitian where required, licensed mental-health professional, or other appropriately qualified healthcare provider.

Unless separately licensed and expressly providing such services through an appropriate professional practice, TEM does not provide:

- medical diagnosis
- medical treatment
- medical nutrition therapy
- treatment of disease
- prescription of medications
- psychotherapy
- mental-health diagnosis
- eating-disorder treatment
- emergency medical or psychiatric care

Nutrition and wellness coaching may involve discussion of habits, motivation, emotions, stress, behavior, or psychological concepts. Such discussion does not constitute psychotherapy or mental-health treatment.

Coach may recommend that Client seek additional professional evaluation or support when Client's needs appear to exceed TEM's scope.

6. NO GUARANTEE OF RESULTS

Coach agrees to provide the purchased service professionally and in good faith.

TEM does not guarantee any particular:

- weight change
- body composition result
- body-fat percentage
- physical appearance
- health outcome
- rate of progress
- behavioral outcome
- timeline
- maintenance outcome

Results depend on numerous factors including Client implementation, physiology, health, lifestyle, environment, consistency, and circumstances outside Coach's control.

Client understands that purchasing The Elevation Audit purchases professional assessment, strategy, education, and guidance—not a guaranteed result.

7. PAYMENT & NO-REFUND POLICY

The Elevation Audit is purchased for a one-time fee of \$197.

Except where otherwise required by law, payments are non-refundable once processed.

Client's failure to:

- complete the assessment
- schedule the strategy session
- attend the scheduled strategy session
- implement recommendations
- use the provided action plan

does not automatically create a refund or credit.

The service is considered available when TEM has provided Client reasonable access to the purchased delivery process.

8. SCHEDULING, CANCELLATION & NO-SHOWS

The Elevation Audit includes one private strategy session approximately 90 minutes in duration.

Client is responsible for scheduling the session using TEM's designated scheduling system.

At least 24 hours' notice is required to cancel or reschedule.

Cancellation with less than 24 hours' notice or failure to attend may result in forfeiture of the included session.

Emergency or exceptional circumstances may be considered at Coach's discretion.

A forfeited or unused session does not ordinarily create:

- a refund
- cash value

- account credit
- an automatic replacement session

Coach may permit a replacement session at their discretion.

9. SERVICE EXPIRATION

Client is expected to complete the assessment and schedule the included strategy session within a reasonable period following purchase.

Unless otherwise agreed in writing, Client should use the purchased service within [90 DAYS] of purchase.

Failure to complete the service within this period due to Client inactivity does not automatically create a refund or indefinite obligation for TEM to hold the service open.

Coach may extend this period at their discretion for reasonable circumstances.

10. THE 45-DAY ACTION PLAN

The personalized 45-day action plan is designed as a practical strategy based on information available at the time of the Audit.

It may include:

- current priorities
- nutrition recommendations
- food-execution strategies
- behavioral strategies
- practical non-negotiables
- recommendations for Days 1–15

- recommendations for Days 16–30
- recommendations for Days 31–45
- other individualized next steps

The plan is not intended to guarantee a particular result or replace ongoing professional care where needed.

The Elevation Audit does not include ongoing weekly adjustment, accountability, monitoring, or unlimited access to Coach after delivery.

Any ongoing coaching relationship requires separate enrollment.

11. COMMUNICATION

The Elevation Audit does not include ongoing unlimited messaging or continuous access to Coach.

Reasonable administrative communication relating to:

- assessment completion
- scheduling
- delivery
- clarification of the Audit process

is included.

Substantive ongoing coaching, repeated troubleshooting, or continued plan modification beyond the purchased service may require enrollment in another TEM service.

12. INTELLECTUAL PROPERTY

The Elevation Method retains all ownership rights in its proprietary materials, systems, methodologies, content, and intellectual property.

Protected materials include, without limitation:

- **The Elevation Method methodology**
- **Elevation Audit framework**
- **assessments**
- **diagnostic frameworks**
- **action-plan structures**
- **worksheets**
- **coaching prompts**
- **educational resources**
- **templates**
- **written materials**
- **behavior-change tools**
- **proprietary terminology**
- **systems and processes**
- **other TEM resources provided through the service**

Client receives a limited, personal, non-exclusive, non-transferable, revocable license to use materials provided through the Elevation Audit solely for Client's own personal use.

Client may NOT, without TEM's prior written permission:

- **sell or resell TEM materials**
- **redistribute TEM materials**
- **publicly post or publish proprietary TEM materials**
- **reproduce substantial portions for others**
- **share paid resources with non-clients**

- sublicense TEM materials
- remove ownership or copyright notices
- teach or commercially distribute TEM frameworks as their own
- reproduce TEM templates for another coaching business
- adapt TEM intellectual property into competing commercial products or services
- use TEM proprietary materials to develop, train, or substantially reproduce competing commercial coaching products, programs, systems, or artificial-intelligence outputs

Client retains ownership of Client's own original personal information and reflections.

Customization of a TEM framework for Client does not transfer ownership of the underlying TEM methodology, structure, or intellectual property.

13. CLIENT INFORMATION & PRIVACY

Client may provide personal information reasonably relevant to the Audit, including nutrition habits, body-weight information, lifestyle information, photographs, progress information, health-related context, and behavioral reflections.

Client authorizes TEM to receive, store, review, and use this information as reasonably necessary to perform the purchased service.

Providing information for coaching purposes does NOT grant TEM permission to use Client's:

- name
- likeness
- photographs
- testimonial
- personal story
- identifiable results

for marketing or advertising.

Marketing use requires separate explicit authorization.

14. THIRD-PARTY PLATFORMS

TEM may use third-party platforms and service providers to:

- process payment
- administer assessments
- schedule sessions
- communicate
- store documents
- deliver Client materials

Client understands that electronic communication and third-party technology involve inherent privacy and cybersecurity risks.

TEM will use reasonable business practices to protect Client information but cannot guarantee absolute security of third-party systems.

15. TERMINATION OR REFUSAL OF SERVICE

TEM may suspend or terminate the service where reasonably necessary, including for:

- abusive, threatening, discriminatory, harassing, or inappropriate behavior
- fraudulent activity
- misuse of TEM intellectual property
- material dishonesty that prevents appropriate coaching

- repeated boundary violations
- circumstances that make the relationship unsafe or unworkable
- needs that clearly exceed TEM's professional scope

If TEM terminates due to Client misconduct or material breach, Client is not automatically entitled to a refund.

If TEM independently determines that it cannot appropriately provide the purchased service for reasons unrelated to Client misconduct and before substantive service delivery has occurred, TEM may issue an appropriate full or partial refund at its discretion or as required by law.

16. PERSONAL RESPONSIBILITY

Client voluntarily decides whether and how to implement Audit recommendations.

Client remains responsible for:

- monitoring their own health
- making final nutrition and lifestyle decisions
- seeking appropriate medical care
- disclosing concerning symptoms
- determining whether recommendations are appropriate with their healthcare providers where necessary

Nothing in the Elevation Audit should be interpreted as an instruction to ignore medical advice or delay necessary professional care.

17. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement will be governed by the laws of the State of New York, except where applicable law requires otherwise.

Before initiating formal litigation, the parties agree to make a good-faith effort to resolve disputes informally.

Where appropriate and mutually agreed, the parties may attempt mediation before pursuing litigation.

Nothing in this Agreement prevents either party from exercising rights that cannot lawfully be waived.

18. ENTIRE AGREEMENT

This Agreement constitutes the agreement between TEM and Client concerning The Elevation Audit together with any specific purchase details expressly incorporated into it.

It supersedes prior informal representations regarding the purchased service.

Any material modification must be confirmed in writing.

19. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will remain effective to the fullest extent permitted by law.

20. NO WAIVER

If TEM chooses not to enforce a provision on one occasion, that does not permanently waive TEM's right to enforce that provision or another provision later.

A discretionary exception does not create an entitlement to future exceptions.

21. ELECTRONIC COMMUNICATION & SIGNATURE

Client agrees to receive this Agreement and related communications electronically.

Electronic signatures are intended to have the same force and effect as handwritten signatures to the extent permitted by applicable law.

22. ACKNOWLEDGMENT

By signing below, Client acknowledges and agrees that:

- Client has read this Agreement
- Client understands what The Elevation Audit includes
- Client understands that The Elevation Audit is a one-time strategy service, not ongoing coaching
- Client understands the \$197 purchase price
- Client understands the no-refund policy
- Client understands the scheduling and cancellation terms
- Client understands the scope and limitations of nutrition coaching
- Client understands that TEM does not guarantee specific results
- Client accepts responsibility for their own implementation and health decisions
- Client understands TEM's intellectual-property restrictions
- Client voluntarily agrees to participate under these terms

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AGREEMENT ACCEPTANCE

Please note: By signing this document, you acknowledge that you have reviewed, understood, and agree to the terms of **The Elevation Audit Service Agreement** associated with your purchase. Your enrollment and payment have already been completed. **Delivery of your Elevation Audit will begin once this Agreement has been electronically signed.**

Business Signature	Client Signature
Jessica Sta	
9/9/2026	9/9/2026 Signature