



Expert terms and conditions

Edition date: 30th June 2022

1. INTRODUCTION

Make Me Fit Club Ltd a company incorporated and registered in England and Wales with company number 12295947 whose registered office is at 64 Castle Road West, Birmingham, England, B68 0EZ ("**Make Me Fit Club**", "**we**", "**us**" and "**our**") publishes an application accessible on Android and iOS app stores, along with any other website and application for web and smart devices published by us from time to time ("**Application**"). The Application will allow you ("**you**", "**your**", "**yours**" and "**Expert(s)**") to provide 1:1 Services to our Members that will be booked via the Application on condition that you provide at least one free health, wellbeing and/or and fitness class per week to our Members.

2. INTERPRETATION

Capitalised terms used herein shall have the following meanings unless otherwise defined in our Privacy Policy:

“Account”	<ul style="list-style-type: none"> <li data-bbox="799 237 1398 454">(i) a personalised account created by a Member to book (i) free health, wellbeing and/or fitness classes provided by an Expert and/or (ii) 1:1 Services provided by an Expert; or <li data-bbox="799 506 1398 813">(ii) a personalised account created by an Expert by which he/she is able to deliver classes, approve Bookings for 1:1 Services, receive free health, wellbeing and/or fitness classes provided by another Expert (up to 10 per month) and/or receive 1:1 Services provided by another Expert. <li data-bbox="799 864 1398 1077">(iii) an upgraded Member account created by a Offer Provider to publish one or more adverts on the Application each month to promote their business, goods, services, club and/or activity.
“Advert”	has the meaning given in clause 16.1;
“Agreement”	has the meaning given in clause 17.8;
“Application (App)”	has the meaning given in clause 1;
“Booking”	a booking made by a Member or another Expert via the Application for the services of an Expert, these services include, classes and/or 1:1 Services;

“Booking Contract”

a contract that automatically arises between a Member (including Offer Providers and other Experts) and an Expert when they make a Booking for a Class and/or a contract that automatically arises between a Member (including Offer Providers and other Experts) and an Expert when an Expert accepts a Booking for 1:1 Services made by a Member. Pursuant to the Booking Contract, the Expert agrees to provide the requested 1:1 Services to the Member at the time and on the date set out in the Booking, and for 1:1 Services the Member agrees to pay Make Me Fit Club as agent on behalf of the Expert the Booking Fees associated with the 1:1 Services. These Terms are incorporated into every Booking Contract by reference including without limitation the cancellation terms in clause 8;

“Booking Fees”

the fees payable by the Member to Make Me Fit Club as agent on behalf of the Expert to compensate the Expert for provision of 1:1 Services to the Member;

“Business Day”

a day (other than a weekend or bank holiday) on which banks in the City of London are open for business;

“Class” “Classes”

health, wellbeing and/or fitness classes that are free with any Member, or Offer Provider Subscription; up to ten free health, wellbeing and/or fitness classes per month with any Expert Subscription

“Commission”

has the meaning given in clause 7.7;

“Content”

any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer, mobile or any other device that appears on or forms part of the Application uploaded by either us, the Members or the Experts;

“Data Protection Legislation”

means:

- (a) the Data Protection Act 2018 and any successor UK legislation;
- (b) the retained EU law version of General Data Protection Regulation ((EU) 2016/679) (UK GDPR); and
- (c) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority;

“Device”

any device that can access the Application such as a computer, a smartphone (or other mobile device) or a digital tablet (including without limitation any iPad);

“Intellectual Property Rights”	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
“Members”	our customers who use the Application to book Services;
“Member Terms”	the terms applicable to Members (including any Expert making a Booking for Classes or 1:1 Services) which can be found on the Application (as amended from time to time);
“Monthly Subscription Fee”	has the meaning given in clause 7.1;
“Notice Period”	has the meaning given in clause 7.2;
“Offer Providers”	any Member who has elected to publish one or more adverts on the Application each month to promote their business, goods, services, club and/or activity;

“Privacy Policy”	the privacy policy which governs our use of your personal data which can be found on the application (as amended from time to time);
“Probationary Period”	has the meaning given in clause 8.6;
“Profile”	A dedicated page in your Account where a Member, Expert or Offer Provider can manage their Account information, Booking’s, Subscription and personal details;
“1:1 Services”	the provision of one-to-one (1:1) sessions by an Expert and booked via the Application;
“Stripe”	Stripe Payments UK Ltd, a company incorporated and registered in England and Wales with company number 08480771 whose registered office is at 9th Floor, 107 Cheapside, London, EC2V 6DN;
“Subscription”	has the meaning given in clause 7.2;
“Terms”	these terms and conditions as amended from time to time in accordance with clause 4;
“Termination Date”	has the meaning given in clause 7.4;
“Virus(es)”	has the meaning given in clause 10.7; and
“Yearly Subscription Fee”	has the meaning given in clause 7.1.

3. WHAT ARE THESE TERMS?

- 3.1. Experts are encouraged to read these Terms thoroughly before creating an Account. These Terms will explain how Classes and/or 1:1 Services will be provided by you and to you, how you can cancel a Booking and in what circumstances you will be entitled to a refund (if applicable). Please contact us if any of the information contained in these Terms are unclear or you require further information.
- 3.2. Make Me Fit Club's responsibility is limited to being the operator and provider of the Application. Make Me Fit Club does not directly provide any Classes or 1:1 Services on behalf of the Expert. As detailed below, when an Expert confirms a Booking, a contract will be entered into directly between the relevant Member and Expert for the provision of Classes and/or 1:1 Services. We do not take any responsibility for any Classes and/or 1:1 Services provided by our Experts, any Booking Contract entered into via the Application or otherwise, or the conduct of any Member or Expert.
- 3.3. By using our Application and creating an Account, you warrant that you agree to these Terms in their entirety.

4. CHANGES TO THESE TERMS

- 4.1. We reserve the right to amend these Terms from time to time. We will notify you of any changes to these Terms by emailing you at the email address associated with your Account and/or by posting a notice on the Application.
- 4.2. By continuing to use the Application and/or by accepting a Booking on the Application after you have received notification in accordance with clause 4.1 you are deemed to have agreed to the amended Terms.
- 4.3. Any Bookings accepted prior to receiving notification of the amended Terms, the version of the Terms in issue at the time the Booking is confirmed will govern the Booking Contract.

5. CREATING AND DELETING AN ACCOUNT

- 5.1. To become an Expert, you will be required to create an Account with us in order to provide Classes and/or 1:1 Services to our Members. To complete your registration, you will need to provide us with certain personal data which may include your full name, billing address, email address, payment details and VAT number (if you are VAT registered) and agree to these Terms. At other times (for example, when making a Booking for certain Classes and/or 1:1 Services) you may need to provide further personal information including any health information required by the Expert.
- 5.2. You will be required to obtain and maintain in force appropriate insurance cover and confirm the level of qualifications secured by you. You will be required to upload to the Application (for display on the Application) certificates evidencing your insurance cover and qualifications as part of the process of setting up an Account. These certificates will be made available for our Members to view on your Profile page. You are solely responsible for ensuring that your certificates are up to date and renewed when required, and that a copy of the latest certificate is uploaded to your Account. In the event that your certificates are not up to date, we may suspend your Account.
- 5.3. Once an Account has been successfully created, the Expert will receive a confirmatory subscription email. We have no obligation to honour your request to create an Account and may elect in our sole and absolute discretion to refuse your request to do so without giving any reason.
- 5.4. You will be required to set up a monthly or yearly Subscription (and agree to pay a Monthly Subscription Fee or Yearly Subscription Fee) as the final step of setting up the Account. Further details on the Monthly Subscription Fee and Yearly Subscription Fee are provided in clause 7 below. Each Member will be required to set up an Account with us in order to book Classes and/or 1:1 Services from our Experts.
- 5.5. Each Expert will be required to set up an Account with us in order to provide Classes and/or 1:1 Services to our Members.
- 5.6. Experts are responsible for the security of their Account details. We will accept no liability or responsibility for any losses suffered as a result of personal information being shared or lost.
- 5.7. You must immediately inform us if you believe that your log in details have been compromised, lost, stolen, or misused in anyway. By informing us of any issues with your Account, you irrevocably authorise us to take any appropriate measures we think fit to protect your Account and/or the Application. This may mean blocking and/or deleting your Account and associated information.

- 5.8. If you wish to delete your Account, you may do so by clicking the delete link in your Profile page. When you delete your account, you will be unable to:
- a. access any Expert functionality or services made available via the Application;
 - b. offer or use any 1:1 Services booked via the Application and outstanding as at the date of deletion of your Account – all 1:1 Services will automatically be cancelled in accordance with clause 8;
 - c. some or all data associated with your Account may be deleted; and
 - d. your Subscription will be immediately terminated. You will not be entitled to any refund of any unused portion of any Monthly or Yearly Subscription Fees.

6. BOOKINGS

- 6.1. Members may only book Classes and/or 1:1 Services with our Experts via the Application. Experts can deliver these Classes and/or 1:1 Services face to face however they must be booked first using the application. You must not solicit or accept any Booking with a Member other than via the Application. A Booking made for a 1:1 Service may be a date and time suitable to the Member, subject to the availability of the Expert. The Expert has no obligation to accept any 1:1 Service Booking and may reject any Booking in its sole and absolute discretion.
- 6.2. A Booking is only confirmed once it has been accepted by the Expert. Once the Expert has confirmed the booking, a Booking Contract is automatically entered into between the Member and the Expert. The Member will be sent an email confirming the Booking and the Booking will appear on the Expert's Account.
- 6.3. For the avoidance of doubt, a Booking (Classes and/or 1:1 Services) is entered into directly between the Expert and the Member. Make Me Fit Club provides the Application to allow Experts to also accept a Booking to provide our Members with 1:1 Services, and handles payment of Booking Fees as an agent on behalf of the Expert only.
- 6.4. As a condition of membership of the Application as an Expert, an Expert is required to provide one (1) free forty-five (45) minute Class per week. In the event that an Expert is unable to provide a Class in any particular week, the Expert shall be required to provide multiple Classes in the following week(s). Failure to comply with this requirement may lead to termination of their access to the Application, as further detailed in clause 8.6.

7. SUBSCRIPTION AND PAYMENTS

- 7.1. A monthly subscription fee of £19.99 (“**Monthly Subscription Fee**”) or yearly subscription fee of £199.00 (“**Yearly Subscription Fee**”) is payable by our Experts to use the Application. The Monthly Subscription Fee or Yearly Subscription Fee will be payable in advance on a monthly basis (on the date in the month selected by you) or yearly basis (on each anniversary of the date you created the Subscription) when you create an Account. Make Me Fit Club waives the subscription fee for the first three (3) months of an Expert’s first Subscription to the Application. In the event that we are unable to take the Monthly or Yearly Subscription Fee on the due date, we will try to take the payment three (3) more times. In the event that we are unable to process the payment on the third occasion, we may block access to your Account.
- 7.1.1 You will be required to provide your accurate billing information (including your full name, address, email address and payment method) at the time of creating an Account. The Application may ask you to verify your billing information at the time of purchasing any 1:1 Services and you may be required to verify your details from time to time. Payments are managed by Stripe on behalf of Make Me Fit Club. Payment details will be provided by you to Stripe directly and are not held by, or communicated to, Make Me Fit Club or any of our Experts. Make Me Fit Club (via Stripe) collects Booking Fees as agent for and on behalf of the Expert. By providing the billing information, you authorise Stripe on our behalf to take payment of the Monthly Subscription Fee or Yearly Subscription Fee and any Booking Fees in accordance with these Terms and the terms and conditions of the AppStore from which you downloaded our Application.
- 7.2. Your Subscription to use the Application and maintain an Account (“**Subscription**”) is for a rolling term of one (1) calendar month or (1) calendar year (the “**Subscription Period**”). You may terminate your Subscription by giving us not less than seven [7] days’ notice which notice must expire no later than the last day of the current Subscription Period (the “**Notice Period**”). In the event that the Notice Period has not expired on the last day of the current Subscription Period, the Subscription will automatically renew. You may give us notice by clicking the “[Cancel Subscription]” link in your Profile page.
- 7.3. We reserve the right to modify our Monthly Subscription Fee or Yearly Subscription Fee from time to time. We will notify you in writing of any such modification and will give you not less than 14 days’ notice by emailing you at the email address associated with your Account, or by sending you a message within the Application. Any such modification will be effective from the end of the current Subscription Period in force on the 14th day after we give you notice. If you do not wish to pay the increased Monthly Subscription Fee, you must cancel your Subscription before the start of the new Subscription Period.

- 7.4. You have the right to cancel your Subscription at any point. However, you will not be entitled to a refund (unless required by law) for any Monthly Subscription Fee or Yearly Subscription Fee which has already been collected by us. You will retain access to the Application until the end of the Subscription Period for which you have paid the Monthly Subscription Fee or Yearly Subscription Fee (the “**Termination Date**”). Your access to the Application will terminate at the end of such Subscription Period. Any Bookings for Classes or 1:1 Services scheduled to be provided by (i) an Expert to you or (ii) you to a Member after the Termination Date [will automatically be cancelled by us when you cancel your Subscription]. In the event that payment has been taken for any Booking:
- a. you have made with another Expert which is scheduled to take place after or on the Termination Date and that is not capable of cancellation in accordance with clause 8 below, no refund will be due to you for such Booking; or
 - b. a Member has made with you which is scheduled to take place after or on the Termination Date will automatically be refunded to the Member.
- 7.5. Payments are managed by Stripe on behalf of Make Me Fit Club. In order to receive payments from Make Me Fit Club as your agent, you must provide us with your bank account details. Make Me Fit Club (via Stripe) collects Booking Fees for 1:1 Services from Members including Experts booking 1:1 Services) as agent for and on behalf of the Expert delivering 1:1 Services. Stripe will automatically split each payment of Booking Fees from a Member into two transactions:
- (a) the Commission (details of which are given below) which will be paid directly to Make Me Fit Club; and
 - (b) the balance of the Booking Fees which will be paid directly to the Expert.
- 7.7. Make Me Fit Club shall charge a fee to the Expert equal to **[10]**% of the Booking Fees (including any VAT) paid by a Member in respect of a Booking (the “**Commission**”).
- 7.8. When a Member makes a Booking, Stripe will block on the Member’s payment method a sum equal to the Booking Fees payable for that Booking.
- 7.9. Stripe will take payment of the Booking Fees for the 1:1 Services covered by the Booking Contract on the earlier of:

- (a) in the event that the time and date requested by the Member for provision of the 1:1 Services is less than 24 hours from the date on which the Member makes the Booking, Stripe will take payment at the time of acceptance of the Booking by the Expert; and
- (b) 24 hours prior to the date and time scheduled for performance of the 1:1 Services by the Expert.

Stripe will release payment of the Booking Fees 24 hours after provision of the 1:1 Services to which the Booking fees relate.

- 7.10. Where an Expert has cancelled a Booking after payment has been taken for the Booking, Stripe will refund the fees paid by the Member within 7 Business Days to the same payment method as that from which payment was originally taken. Bookings cannot be transferred or redeemed for cash or any other consideration. Where the Expert cancels a Booking less than 24 hours prior to the scheduled start time for the Booking, Make Me Fit Club will charge the Expert an administration fee of 10% of the Booking Fees (including any VAT) which will be deducted from the next payment to the Expert.
- 7.11. All sums quoted on the Application for the cost of 1:1 Services are inclusive of VAT (where the Expert is registered for VAT) and are quoted in Pounds Sterling. It is the Expert's responsibility to ensure that it has notified Make Me Fit Club if it is VAT registered and has provided its VAT number. Make Me Fit Club shall have no liability for any failure to charge VAT, or error in the amount of VAT charged arising as a result of any failure to provide information, or provision of incomplete or incorrect information by the Expert.
- 7.12. Make Me Fit Club will issue an invoice in the name of the Expert to a Member who has made a Booking for 1:1 Services to be provided by the Expert. Where the Expert has provided Make Me Fit Club with complete and correct information on its VAT status, the invoice will contain the Expert's VAT number and details of the VAT charged (which for the avoidance of doubt shall be included in the sum set for the relevant 1:1 Services by the Expert). Make Me Fit Club will issue an invoice to the Expert for the Commission due to Make Me Fit Club from the Expert including the details of any VAT charged (which for the avoidance of doubt shall be included in the percentage quoted for the Commission in clause 7.7).
- 7.13. All sums in respect of Booking Fees processed by Stripe at the direction of Make Me Fit Club are processed for Make Me Fit Club as agent on behalf of the Expert.
- 7.14. The Expert's bank statement will show all payments made to Make Me Fit Club under the reference Make Me Fit Club.

8. CANCELLATIONS

- 8.1. In the event where the Expert delivering the 1:1 Services cancels a Booking, no less than twenty-four hours prior to the date of the Booking (where the payment has not been taken for the Booking), the Member will not be charged for the Booking and where payment has already been (within twenty four hours of the date of the Booking) the Member will be refunded the Booking Fees.
- 8.2. A Member (including an Expert attending the 1:1 Services) may cancel a Booking at any time up to 24 hours prior to the scheduled time and date for provision of the 1:1 Services, and in such circumstances the Member will not be charged for the Booking.
- 8.3. If a Member (including an Expert attending the 1:1 Services) cancels a Booking within 24 hours of the scheduled time and date for provision of the 1:1 Services, the Member will be charged 100% of the Booking Fees for the relevant 1:1 Services covered by the Booking.
- 8.4. In order to cancel a Booking, the Expert must do so by clicking on the “Cancel Booking” link found on their Profile page on the Application. The Expert and Member will receive an email confirming successful cancellation of a Booking and the Booking will show as cancelled on their Profile page on the Application. In the event that the cancellation email has not been received or the Booking is not shown as cancelled on the Profile page on the Application, the Expert should contact the Member via the Application.
- 8.5. The Expert undertakes that they shall not under any circumstances attempt to circumvent the Application by requesting the Member to cancel a Booking and subsequently booking a one-to-one session with the Member directly. Each Expert is expressly prohibited from cancelling any Booking on behalf of a Member and is obliged to report any such requests received.
- 8.6. We monitor cancellations and will take steps to remove any Experts from the Application who breaches these Terms. We reserve the right to place on probation for a period of three (3) months (the “**Probationary Period**”) any Expert who:
 - a. cancels more than three (3) Bookings in any one calendar month; or
 - b. fails to deliver at least four (4) free forty-five (45) minute Class per month over a period of 2 months.

In the event the Expert continues to accept booking of 1:1 Services and later cancels them within the Probationary Period, or fails to deliver at least one (1) free forty-five (45) minute Class per week in each week during the Probationary Period, we reserve the right to terminate the Expert's Account. The Expert shall not be entitled to a refund of any Monthly Subscription Fee or Yearly Subscription Fee in the event that the Expert's Account is terminated.

9. NON-CIRCUMVENTION

9.1. An Expert may only have open one (1) Account at any time. In the event that the Expert closes an Account, but then wishes to open a new Account, he/she must do so using the same name and email address.

9.2. The waiver of the Monthly Subscription Fee or Yearly Subscription Fee for the period of 3 months after an Expert first opens an account with the Application (as detailed in clause 7.1) shall apply only in respect of the first Account opened by an Expert. Seeking to benefit from the waiver on more than one occasion is expressly prohibited constitutes a material breach of these Terms. In the event that Make Me Fit Club discovers that an Expert has breached this clause 9, Make Me Fit Club shall be permitted in its sole and absolute discretion:

- a. to retrospectively void the waiver of the first three (3) months of the Monthly Subscription Fee or Yearly Subscription Fee and send an invoice to the Expert for all Monthly Subscription Fees or Yearly Subscription Fees that would have been due to Make Me Fit Club but for the Waiver; and/or
- b. to terminate the Expert's access to the Application and cancel all Bookings outstanding at the date of such cancellation.

9.3. The Expert shall not seek to circumvent Make Me Fit Club by:

- a. taking any booking for Classes and/or Services from a Member other than via the Application;
- b. soliciting or accepting payment for Services the subject of a Booking via the Application and/or additional services other than via the Application;
- c. soliciting or inducing a Member to cancel a Booking, or agreeing to cancel a Booking on behalf of a Member; and/or

- d. any other activity which has the effect of depriving Make Me Fit Club of its Commission due under these Terms.

10. USING THE APPLICATION AND ITS CONTENT

- 10.1. You may access and use the Application only in accordance with these Terms.
- 10.2. You will be responsible for configuring your Device in order to access the Application and will be required to ensure that you have implemented your own virus protection software.
- 10.3. Whilst using the Application, you undertake to comply fully with any and all local, national or international laws and regulations that apply to your use of the Application, Classes and 1:1 Services provided.
- 10.4. All Content displayed and used on the Application including Intellectual Property Rights in respect of the content has either been licensed to or belongs to Make Me Fit Club unless we have specifically labelled otherwise.
- 10.5. As an Expert, you shall:
 - (a) provide us with all necessary co-operation in respect of these Terms, and access to any information as may be required by us in order to provide you with access to the Application;
 - (b) without affecting any other obligations under these Terms, comply with all applicable laws and regulations in relation to the Application and/or Classes and 1:1 Services provided in these Terms; and
 - (c) be to the extent required by law and except as otherwise expressly provided in these Terms, solely responsible for procuring, maintaining, and securing network connections and telecommunications links from its system to our data centres, and all problems and conditions, delay, delivery failures and all other loss or damage arising from or relating to the Expert's network connections or telecommunications links or caused by the internet.
- 10.6. As an Expert, you shall not distribute or allow Members to transmit any material during the provision of the Classes or 1:1 Services or use of the Application that:
 - (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) facilitates illegal activity;
 - (c) depicts sexually explicit images;

- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property.

We reserve the right, without liability or prejudice to its other rights to our Experts, to disable the Expert's access to any material that breaches the provisions of this clause 10.6.

10.7. The Expert shall not except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under these Terms:

- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Application in any form or media or by any means; or
- (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Application; or
- (c) access all or any part of the Application in order to build a product or service which competes with the Application; or
- (d) use the Application to provide services to third parties; or
- (e) use the Application and/or Classes and/or 1:1 Services in any way or for any purpose that is unlawful or fraudulent; or
- (f) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Application and/or an Account available to any third party; or
- (g) attempt to obtain, or assist third parties in obtaining, access to the Application and/or an Account, other than as explicitly contemplated herein; or
- (h) introduce or permit the introduction of, any worms, Trojan horses, viruses and other similar things or devices (each a "**Virus**" and together, the "**Viruses**") any Virus into Make Me Fit Club's network and information systems.

- 10.8. The Expert shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Application and/or an Account and, in the event of any such unauthorised access or use, promptly notify us.
- 10.9. You are expected at all times to be polite and respectful when providing Classes and/or 1:1 Services and/or using the Application and agree to comply with these Terms and the Privacy Policy at all times. We will not tolerate abuse or discriminatory behaviour in any form.
- 10.10. We cannot guarantee that our Application will always be available and shall not be liable for any loss or damage caused by any inability to access the Application, or any of its features or functionality. In the event that the Expert or a Member is unable to attend a Booking for 1:1 Services as a result of the Application being unavailable, the Member and the Expert will be required to reschedule the 1:1 Session for another time and will not be able to cancel the 1:1 Session and receive a refund.
- 10.11. We may suspend the Application and/or access to the Services available for various reasons, including but not limited to:
- (a) dealing with technical maintenance (including any minor changes);
 - (b) updating the Application and/or Services to reflect changes in relevant laws and regulatory requirements; and
 - (c) making any changes to the Application which have been requested by any Expert or Member.
- 10.12. An Expert may post in the community section of the Application. By doing so, the Expert consents to other Members and Experts interacting with them on the Application by liking or commenting on their post and/or messaging them directly via the Application.
- 10.13. Once an Expert accepts or rejects a Booking from a Member, an automated chat will be generated in the community section to discuss any Booking details.
- 10.14. Any Member and/or Expert may carry out a search using the functionality in the Application for, and message, any other Member and/or Expert on the Application. A Member and/or Expert can opt out of inclusion in the search results via their Profile page on the Application.

11. OUR RIGHTS TO END THE CONTRACT

- 11.1. We may terminate the Agreement and your access to the Application immediately if you are in material breach of any of the provisions, paragraphs or terms contained in these Terms and either the breach is incapable of remedy or the breach is not remedied within a period of 7 days after we have given you written notice of it.
- 11.2. We may terminate the Agreement and your access to the Application immediately at any time by writing to you, for reasons including but not limited to, the following:
- (a) if any information provided by you is found to be untrue, inaccurate, out of date or incomplete;
 - (b) if you act in any way that has brought, or could bring, us into disrepute;
 - (c) if you commit any criminal offence;
 - (d) if you repeatedly cancel or do not attend scheduled Bookings;
 - (e) pursuant to clause 8; and/or
 - (f) if we are no longer able to provide the Services to you.

12. DISCLAIMER, LIMITATION OF LIABILITY AND NO WARRANTY

- 12.1. Our Experts are required to take all reasonable efforts to ensure that the Content contained on the Application is complete, accurate and up to date. We make no warranties, representations or guarantees (express or implied) that the Content provided will be checked.
- 12.2. Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or fraud, or any other liability that cannot be excluded or limited by the laws of England and Wales.
- 12.3. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Application, or any Content on the Application, whether express or implied.
- 12.4. Our liability is limited to £10,000.00 for any claims arising out of the Booking Contract to which we may (directly or indirectly) become a party to.

- 12.5. In no event shall we, our shareholders, directors, officers, employees or agents be liable (jointly or severally) to any Expert for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- (a) the use of, or inability to use, the Application;
 - (b) the provision of the Services;
 - (c) any injury or harm caused by an Expert or any other Member;
 - (d) the use of, or reliance on, any Content provided with the Services or displayed on the Application;
 - (e) a Member's failure to seek assistance from a medical practitioner following your request to do so; and
 - (f) the continued use by a Member of the Expert of the Application contrary to advice from a medical practitioner.
- 12.6. Make Me Fit Club, our shareholders, directors, officers, employees and/or agents will not be liable to the Expert for:
- (a) loss of profits, sales, business, or revenue;
 - (b) business interruption;
 - (c) loss of anticipated savings;
 - (d) loss of business opportunity, goodwill or reputation; or
 - (e) any indirect or consequential loss or damage.
- 12.7. We will not be liable for any loss or damage caused by a Virus, distributed denial-of-service attack, or other technologically harmful material that may infect your Device, its operating system, data or other proprietary material due to your use of the Classes and/or 1:1 Services and/or the Application.
- 12.8. From time to time, you may use or access the services, promotions and websites of third parties (including without limitation for Experts and Members) whilst using the Application. In using or accessing third party services, promotions and websites, you agree to be bound by the terms of service of such third parties governing their services, promotions and websites and hereby acknowledge that we shall not be responsible for the

provision of services, accuracy of promotions or content of websites belonging to or operated by third parties.

- 12.9. You agree to indemnify and hold Make Me Fit Club and its related companies, and each of their respective shareholders, directors, officers, employees and agents harmless from and against any third-party claim or cause of action, including reasonable attorneys' fees and court costs, arising, directly or indirectly, out of your use of the Application and provision of Services in breach of these Terms or your violation of any law or the rights of any third party.
- 12.10. You acknowledge and agree that we are not responsible for the accuracy of any Content published on the Application by Experts or other Members and we do not warrant that any Content appearing on the Application is accurate, true or complete. If you believe that any Content appearing on the Application is incorrect, you should inform us of the Content that you consider to be inaccurate, and we will seek to inform the Expert or Member who posted the Content that you consider it to be inaccurate. We specifically exclude liability for any loss, harm, distress or damage suffered by you or any third party as a result of inaccurate Content appearing on the Application.
- 12.11. Experts acknowledge and agree that we are not responsible for the acts and/or omissions of any Expert offering and/or providing Classes or 1:1 Services or any other Expert or Member accessing and/or using the Application. We specifically exclude liability for any loss, harm, distress or damage suffered by you or any third party as a result of the acts/and or omissions of any given by an Expert or Member (as applicable).

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 13.1. We will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 13.2. Details of our approach to processing personal data can be found in our Privacy Policy.

14. WHO OWNS THE APPLICATION?

- 14.1. Make Me Fit Club and its licensor(s) are the sole owners of the Application, which includes any software, domains, and Content made available through the Application. The Application is protected by UK and international copyright and other intellectual property laws. All such rights are reserved.

- 14.2. We permit the Experts to use the Application for its own personal and/or commercial use subject to these Terms and we grant to the Experts a limited and non-transferable licence solely for that purpose.
- 14.3. The Expert may not sell, export, license, modify, copy, distribute or transmit the Application (or any part of it) without our prior express written consent.
- 14.4. Any unauthorised use of the Application may result in the termination of the limited licence granted by us. We reserve the right to terminate the limited licence in respect of the Expert in its sole and absolute discretion.
- 14.5. Make Me Fit Club and its graphics, logos, icons and service names related to the Application are registered and unregistered trademarks or trade dress of Make Me Fit Club and may not be used without our prior express written permission.
- 14.6. All other trademarks not owned by us that appear in connection with the Application are the property of their respective owners, who may or may not be affiliated with, connected to or sponsored by us. We accept no liability for any unauthorised use of any trademarks by any Expert or third party.

15. WHAT SECURITY MEASURES DO WE HAVE IN PLACE?

- 15.1. Whilst we have implemented commercially reasonable technical and organisational measures to secure the Expert's personal information from unauthorised use, we cannot guarantee that unauthorised third parties will never be able to defeat those measures. We accept no liability for any losses associated with any unauthorised use.
- 15.2. The Expert acknowledges that it provides personal and other information at its own risk.
- 15.3. By downloading, using and/or accessing in any way the Application and/or material provided through the Application, the Expert consents to receiving electronic communications and notices from us.
- 15.4. The Expert agrees that any notice, agreement, disclosure or other communications that Make Me Fit Club sends to the Expert electronically will satisfy any legal communication requirements, including that such communications be in writing.

16. MARKETING

- 16.1. We allow specific Members called “**Offer Providers**” to publish one or more adverts for business, goods, services, club and/or activity provided by them (including without limitation off Application) (each referred to as an “**Advert**”) on the Application each month to promote their business, goods, services, club and/or activity.
- 16.2. Adverts are accessible via a special section of the Application.
- 16.3. Adverts may contain a link to an external website on which other Members, Experts and other Offer Providers may click to learn more about, or sign up to, the information or service detailed on your advert.
- 16.4. Make me Fit club is not responsible for any transactions or communications between an Expert and a Offer Provider arising from an Advert.
- 16.5. When an Expert publishes, makes or accepts a Booking for their first Class or 1:1 Services, they will be given the option to opt-in to receiving additional marketing communications. In the event that an Expert opts in to receiving additional marketing communications, they will receive such marketing communications until they opt out.

17. OTHER IMPORTANT TERMS

- 17.1. In providing you with access to attend and deliver Classes and /or 1:1 Services and the Application, we reserve the following rights, and, in accessing, browsing or otherwise using the Application, you grant to us and agree that we shall have the following rights:
 - (a) the right to refuse or withdraw your access to the Application without liability, in accordance with applicable laws for any reason at any time (with or without notice) if, in our sole and absolute discretion, you violate, attempt to violate or breach any of these Terms or applicable law;
 - (b) the right to amend or update the Services you provide and/or the Application, fees (including without limitation any Commission, Monthly Subscription Fee and Yearly Subscription Fee), billing methods or these Terms from time to time;
 - (c) the right to without notice, remove Content or materials from your Account for any reason whatsoever at our sole and absolute discretion, including without limitation Content which is unlawful, offensive, threatening, libellous, defamatory, obscene or which infringe third party rights, or where the account is used to propagate any such Content;

- (d) the right to access your Account in order to respond to a request for technical support so long as we maintain reasonably appropriate administrative physical and technical safeguards for the protection of the security and confidentiality and integrity of your data; and
 - (e) the right to terminate without notice, your Account and delete any associated data from the Application if your Account has been inactive or disabled for 90 days or more.
- 17.2. We may transfer our rights and obligations under these Terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may contact us to terminate these Terms no more than 7 Business Days' after we tell you about our intention to transfer.
- 17.3. You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.
- 17.4. These Terms are between you and us. No other person (other than in respect of a Booking Contract containing these Terms) shall have any rights to enforce any of these Terms.
- 17.5. Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 17.6. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of you breaching any of these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 17.7. Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 17.8. These Terms and our Privacy Policy constitute the entire agreement between you and us ("**Agreement**") in relation to your use of the Services and the Application and supersede any prior representations, inducements or agreements relating to its subject matter.
- 17.9. You agree that these Terms and any claim, dispute or controversy arising out of in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims), the Services, the Application, advertising or any related transaction between you and us shall be governed by and construed in accordance with

the law of England and Wales. Any dispute or claim arising out of or in connection with such matters (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England and Wales.