



Members 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 "**Member(s)**") to receive free health, wellbeing and/or fitness classes, and/or to book any 1:1 Services provided by our Experts. A Member may include an Expert to the extent that the Expert is booking Services from another Expert, however with respect to booking free classes, these are limited to 10 per month;

2. DEFINITIONS

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

“Account”	<ul style="list-style-type: none"> (i) a personalised account created by a Member to book (i) receive free health, wellbeing and/or fitness classes provided by an Expert and/or (ii) 1:1 Services provided by an Expert; or (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. (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.
“Adverts”	has the meaning given in clause 10.1;
“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 including Classes and/or 1:1 Services;

“Booking Contract”	<p>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 9;</p>
“Booking Fees”	<p>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;</p>
“Business Day”	<p>a day (other than a weekend or bank holiday) on which banks in the City of London are open for business;</p>
“Class” and “Classes”	<p>health, wellbeing and/or fitness classes that are free with any Member, or Offer Provider Subscription and up to ten free health, wellbeing and/or fitness classes per month with any Expert Subscription</p>
“Content”	<p>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, any Member or any Expert;</p>

**“Data
Protection
Legislation”**

Protection 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);

“Experts”

qualified professionals who provide health, wellbeing and/or fitness classes and/or and 1:1 Services, including but not limited to beauticians, personal trainers, nutritionists and counsellor; Experts must provide a minimum of one free health, wellbeing and/or fitness Classes per week;

“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;
“Member”	has the meaning given in clause 1;
“Monthly Subscription Fee”	has the meaning given in clause 6.1;
“Notice Period”	has the meaning given in clause 6.2;
“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 9.6;

“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 provided 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 6.2;
“Terms”	these terms and conditions as amended from time to time in accordance with clause 4;
“Termination Date”	has the meaning given in clause 6.4;
“Virus(es)”	has the meaning given in clause 11.7; and
“Yearly Subscription Fee”	has the meaning given in clause 6.1.

3. WHAT ARE THESE TERMS?

- 3.1. Members 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 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 to Members. 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 1:1 Services. We do not take any responsibility for any Classes and 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 making a Booking on the Application after you have received a notification in accordance with clause 4.1, you are deemed to have agreed to the amended Terms.
- 4.3. Any Bookings made prior to receiving notification of the amended Terms, the version of the Terms in issue at the time the Expert confirmed the Booking will govern the Booking Contract.

5. CREATING AND DELETING AN ACCOUNT

- 5.1. To become a Member, you will be required to create an Account with us in order to receive Classes or 1:1 Services provided by our Experts. To complete your registration, you will need to provide us with certain personal data which may include your full name, billing address, email address and payment details and agree to these Terms. At other times (for example, when making a Booking for certain 1:1 Services) you may need to provide further personal information including any health information required by the Expert.

- 5.2. Once an Account has been successfully created, the Member 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.
- 5.3. 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 Subscription Fee are provided in clause 6 below.
- 5.4. Our Experts are required to set up an Account with us. As a Member, you will be able to view all our Experts' professional certificates and insurance policies.
- 5.5. It is the Member's responsibility to check an Expert's professional certificates and insurance policies are in date and valid before booking any Class or 1:1 Services with the Expert. In the event that the Member discovers any error or issue with an Expert's certificates and/or insurance documents it is the Member's responsibility to inform Make Me Fit Club as soon as reasonably practicable and in any event prior to the scheduled start time of the Booking.
- 5.6. Members are responsible for the security of their Account details. We 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 Member functionality or services made available via the Application;
 - b. 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 9;
 - 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. SUBSCRIPTIONS

- 6.1. A monthly subscription fee of £9.99 (“**Monthly Subscription Fee**”) or yearly subscription fee of £99 (“**Yearly Subscription Fee**”) is payable by our Members 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 one (1) month of a Member’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.
- 6.2. 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.
- 6.3. We reserve the right to modify our Monthly 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.

- 6.4. 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 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 or Yearly Subscription Fee (the “**Termination Date**”). Your access to the Application will terminate at the end of such Subscription Period. Any Bookings for 1:1 Services scheduled to be provided by an Expert 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 scheduled to take place after the Termination Date that is not capable of cancellation in accordance with clause 9 below, no refund will be due to you for such Booking.

7. BOOKINGS

- 7.1. Members may only book Classes and 1:1 Services with our Experts via the Application. Members can attend these Classes and/or 1:1 Services face to face however, they must be booked first using the application. You must not solicit or request 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.
- 7.2. A 1:1 Service 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 be shown on the Application.
- 7.3. For the avoidance of doubt, a Booking (Classes and/or 1:1 Services) is entered into by the Member directly with the Expert and not with us. Make Me FitClub provides the Application to allow Members to make a Booking and handles payment of Booking Fees as an agent on behalf of the Expert only when they accept Bookings for 1:1 Services.

8. PAYMENTS

- 8.1. 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. By providing the billing information, you authorise Stripe on our behalf to take payment of the Monthly 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.

- 8.2. 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.
- 8.3. 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.
- 8.4. 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.
- 8.5. Any failure to take payment at the time set out in clause 8.4 shall not prevent Stripe on behalf of Make Me FitClub attempting to take the payment again at a later stage.
- 8.6. Where an Expert has cancelled a Booking after payment has been taken for the Booking, Stripe will endeavour to refund the fees paid by the Member within 7-10 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.
- 8.7. The Member's bank statement will show all payments made to Make Me Fit Club under the reference Make Me Fit Club.
- 8.8. Make Me Fit Club takes fraud and attempts to evade our cancellation policy very seriously. Where a Member attempts to secure a refund for a payment duly and properly made, or otherwise seeks to evade paying for any 1:1 Services in breach of our cancellation policy, we reserve the right to block that Member's access to the Application and take any steps (including without limitation reporting them to the police) to recover such funds.
- 8.9. 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. Stripe (on our behalf) will issue the Member (on behalf of the Expert) with an invoice in the Expert's name (and if applicable stating the Expert's VAT number).

9. CANCELLATIONS

- 9.1. A Member 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 the subject of a Booking, and in such circumstances the Member will not be charged for the Booking.
- 9.2. If the Member cancels a Booking within 24 hours of the scheduled time and date for provision of the 1:1 Services the subject of the Booking, the Member will be charged 100% of the Booking Fees for the relevant 1:1 Services covered by the Booking.
- 9.3. In the event the Expert cancels a Booking, no less than twenty-four hours prior to the date of the Booking (when payment will not have been taken for the Booking), the Member will not be charged for the Booking and where payment has already been taken (within twenty four hours of the date of the Booking) the Member will be refunded the Booking Fees.
- 9.4. In order to cancel a Booking, the Member must do so by clicking on the "Cancel Booking" link found on the Member's Profile page on the Application. The Member will receive an email confirming successful cancellation of a Booking and the Booking will show as cancelled on the Member's Account. In the event that the Member does not receive a cancellation email, or the Booking is not shown as cancelled on the Member's Account, the Member should contact the Expert via the Application.
- 9.5. The Member undertakes that they shall not under any circumstances attempt to circumvent the Application by requesting the Expert to cancel a Booking and subsequently booking a one-to-one session with the Expert directly. Each Expert is prohibited from cancelling any Booking on behalf of the Member and is obliged to report any such requests received.
- 9.6. We monitor cancellations and will take steps to remove from the Application any Member who breaches these Terms. We reserve the right to place any Member on probation who consecutively cancels more than three (3) Bookings in any one calendar month ("**Probationary Period**"). In the event the Member continues to book Classes and/or 1:1 Services and later cancels them within the Probationary Period, we reserve the right to terminate the Member's Subscription. The Member will not be entitled to a refund of the balance of their Subscription in these circumstances.

10. MARKETING

- 10.1. We allow specific Members called "**Offer Providers**" to publish one or more adverts for goods and services 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. In order to publish adverts you must opt-in to our marketing subscription and pay an additional monthly fee of £[10] or a yearly fee of £[100]. Of the adverts you are permitted to publish, one must be new each month.

- 10.2. In the event that a Offer Provider does not publish at least one Advert per month, they will be flagged on Make Me Fit club's systems. In the event that the Offer Provider does not publish 2 Adverts in a two month period, or fails to change at least one Advert each month, Make Me Fit club will seek to contact the Offer Provider. In the event that the Offer Provider fails to publish any Advert over a two month period, they will be placed on probation and may have their status as a Offer Provider removed.
- 10.3. Adverts may contain a link to an external website on which other Members, Experts and other Offer Providers may click to learn more about, buy goods or sign up to, the information or service detailed on your advert.
- 10.4. Adverts may only be posted by Offer Providers who have a current Subscription.
- 10.5. Make me fit club is not responsible for any transactions or communications between an Expert and a Offer Provider arising from an Advert.
- 10.6. When a Member makes 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 a Member opts in to receive additional marketing communications other than that already featured on the app, they will receive such marketing communications until they opt out.

11. USING THE APPLICATION AND ITS CONTENT

- 11.1. You may access and use the Application only in accordance with these Terms.
- 11.2. 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.
- 11.3. 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.
- 11.4. 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.
- 11.5. As a Member, 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 Application and/or Classes and/or 1:1 Services provided and 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 Member's network connections or telecommunications links or caused by the internet.

11.6. As a Member, you shall not distribute or transmit any material during the course of your use of the Application and/or Classes and/or 1:1 Services 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 Members, to disable the Member's access to any material that breaches the provisions of this clause 11.6.

11.7. The Member 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 the 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 available to any third party; or
 - (g) attempt to obtain, or assist third parties in obtaining, access to the Application, 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.
- 11.8. The Member shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Application and, in the event of any such unauthorised access or use, promptly notify us.
- 11.9. You are expected at all times to be polite and respectful when attending Classes and/or 1:1 Services and 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.
- 11.10. We cannot guarantee that our Application will always be available and we will 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 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.
- 11.11. We may suspend the Application 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 Member or Expert.

11.12. A Member may post in the community section of the Application. By doing so, the Member 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.

11.13. 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.

11.14. 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.]

12. OUR RIGHTS TO END THE CONTRACT

12.1. We may terminate the Agreement and your access to the Application immediately:

(a) 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; or

(b) at any time by writing to you, for reasons including but not limited to, the following:

(i) if any information provided by you is found to be untrue, inaccurate, out of date or incomplete;

(ii) if you act in any way that has brought, or could bring, us into disrepute;

(iii) if you commit any criminal offence;

(iv) if you repeatedly cancel or do not attend scheduled Bookings;

(v) pursuant to clause 9; and/or

(vi) if we are no longer able to provide the Services to you.

13. DISCLAIMER, LIMITATION OF LIABILITY AND NO WARRANTY

- 13.1. We make 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 this will always be the case.
- 13.2. 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.
- 13.3. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Classes, Services, the Application, or any Content on the Application, whether express or implied.
- 13.4. 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.
- 13.5. In no event shall we, our shareholders, directors, officers, employees or agents be liable (jointly or severally) to any Member 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 Classes and/or 1:1 Services;
 - (c) any injury or harm to you caused by an Expert or any other member;
 - (d) the use of, or reliance on, any Content provided with the Classes and/or 1:1 Services or displayed on the Application;
 - (e) failure to seek assistance from a medical practitioner following a request to do so from our Experts; and
 - (f) the continued use of the Application and Classes and/or 1:1 Services contrary to advice from a medical practitioner.
- 13.6. Make Me Fit Club, our shareholders, directors, officers, employees and/or agents will not be liable to you 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.

13.7. 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.

13.8. From time to time, you may use or access the services, promotions and websites of third parties (including without limitation Experts) 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.

13.9. 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 in breach of these Terms or your violation of any law or the rights of any third party.

13.10. 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.

13.11. You acknowledge and agree that we are not responsible for the acts and/or omissions of any Expert offering and/or providing Classes and/or 1:1 Services or any other 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).

14. **HOW WE MAY USE YOUR PERSONAL INFORMATION**

1. We will comply with all applicable requirements of the Data Protection Legislation. This clause 14 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
2. Details of our approach to processing personal data can be found in our Privacy Policy.

15. WHO OWNS THE APPLICATION?

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.
2. We permit the Members to use the Application for its own personal and/or commercial use subject to these Terms and we grant to the Members a limited and non-transferable licence solely for that purpose.
3. The Member may not sell, export, license, modify, copy, distribute or transmit the Application (or any part of it) without our prior express written consent.
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 Member or Service Provider in its sole and absolute discretion.
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.
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 Member or third party.

16. WHAT SECURITY MEASURES DO WE HAVE IN PLACE?

1. Whilst we have implemented commercially reasonable technical and organisational measures to secure the Member'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.
2. The Member acknowledges that it provides personal and other information at its own risk.
3. By downloading, using and/or accessing in any way the Application and/or material provided through the Application, the Member consents to receiving electronic communications and notices from us.

4. The Member agrees that any notice, agreement, disclosure or other communications that Make Me Fit Club sends to the Member electronically will satisfy any legal communication requirements, including that such communications be in writing.

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

6. The waiver of the Monthly Subscription Fee or Yearly Subscription Fee for the period of 1 month after a Member first opens an account with the Application (as detailed in clause 6.1) shall apply only in respect of the first Account opened by a Member. 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 a Member has breached this clause 17, Make Me Fit Club shall be permitted in its sole and absolute discretion:

(a) to retrospectively void the waiver of the first one (1) month of the Monthly Subscription Fee or Yearly Subscription Fee and send an invoice to the Member 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 Member's access to the Application and cancel all Bookings outstanding at the date of such cancellation.

7. The Member shall not seek to circumvent Make Me Fit Club by:

(a) making any booking for Classes and/or Services from an Expert other than via the Application;

(b) soliciting Services the subject of a Booking via the Application and/or additional services other than via the Application;

(c) soliciting or inducing an Expert to cancel a Booking; and/or

(d) any other activity which has the effect of depriving Make Me Fit Club of its Commission.

17. OTHER IMPORTANT TERMS

17.1. In providing you with access to the Classes and/or 1:1 Services and the Application, we reserve the following rights, and, in accessing, browsing or otherwise using the Classes and/or 1:1 Services and 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 and/or the Application, fees, 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 together with 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.