

## **Terms and Conditions**

Our programs or other courses (“Services”) are provided subject to these Terms and Conditions (these “Terms”), our Privacy Policy, Cookie Policy, and any other guidelines, rules or operating policies that we, Let’s Move Coaching of 24 Stringer House Lane, Emley, Huddersfield, HD89SU, UK (“Let’s Move”, “we”, “us”, “our”) may establish and post on the [www.letsmove.app](http://www.letsmove.app) website (collectively, the “Agreement”).

### **1. AGREEMENT TERM**

The term of the Agreement (the “Agreement Term”) begins when you sign up for our Service or first use the Service and continues as long as you use the Service.

### **2. ACKNOWLEDGEMENT**

Our courses are designed to provide information and guidance on health and life coaching. The information provided in our courses is not a substitute for professional medical advice, diagnosis, or treatment. You should always seek the advice of a qualified healthcare provider with any questions you may have regarding a medical condition.

### **3. SERVICES**

- 3.1. Subject to these Terms, during the Agreement Term, we hereby grant you a limited, non-exclusive, non-transferable, non-sublicensable, worldwide, and revocable rights to access and use the Services solely for your personal use.
- 3.2. You agree your subscription to access and use the Services is not contingent on delivery of any future functionality or features or the delivery of any other services.

### **4. ACCESS**

- 4.1. In order to use our Service, you must 1) be at least eighteen (18) years old and able to enter into contracts; 2) complete the registration process; 3) agree to these Terms; and 4) provide true, complete, and up to date legal and contact information.
- 4.2. If you sign up for our Service on behalf of a company or other entity, you represent and warrant that you have the authority to accept these Terms on their behalf.

### **5. FEES, AND PAYMENTS**

- 5.1. All charges for the paid services (“Fees”) are posted on the Website, or otherwise set forth in writing between us. You agree to pay for paid services according to these Terms.
- 5.2. Any Fees due in relation to our Services must be paid by their due date for payment, as notified to you through our Services or otherwise. Failure to make timely payment of the Fees may result in the suspension or termination of your access to our Services.
- 5.3. Our Fees may be amended from time to time at our discretion. We will provide you reasonably advanced written notice of any amendment of recurring Fees. Your continued use of our Services will constitute acceptance of the amended Fees.
- 5.4. You shall be responsible for any applicable taxes (including any goods and services tax) under these Terms.
- 5.5. All payments shall be made by using the payment methods specified by us from time to time. You acknowledge and agree that you are subject to the applicable user agreement of any third-party payment methods. We shall not be liable for any failure, disruption, or error in connection with your chosen payment method. We reserve the right at any time to modify or discontinue, temporarily or permanently, any payment method without notice to you or giving any reason.
- 5.6. We must receive payment in full no later than the day on which such payment is required to be paid in immediately available and freely transferable funds, without any restriction, condition, withholding, deduction, set-off or counterclaim whatsoever.

### **6. PROHIBITED ACTIVITIES**

## **Terms and Conditions**

- 6.1. You may not access or use the Service for any purpose other than that for which we make the Service available. The Service may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.
- 6.2. You may use our Service only for lawful purposes. You may not use our Service:
  - 6.2.1. in any way that breaches any applicable local or international laws or regulations;
  - 6.2.2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  - 6.2.3. to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out in our prevailing terms and conditions as amended from time to time; and
  - 6.2.4. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer Content or hardware.
- 6.3. You also agree:
  - 6.3.1. not to reproduce, duplicate, copy or re-sell any part of our Service in contravention of the provisions of our Terms; and
  - 6.3.2. not to access without authority, interfere with, damage or disrupt;
  - 6.3.3. not to create any unauthorised subgroups on social media platforms (including WhatsApp and the like);
  - 6.3.4. any part of our Service;
  - 6.3.5. any equipment or network on which our Service is stored;
  - 6.3.6. any Content used in the provision of our Service; or
  - 6.3.7. any equipment or network or Content owned or used by any third party.

### **7. COURSE CONTENT**

- 7.1. We grant you a non-exclusive, non-transferable, non-sublicensed, non-commercial and personal licence to use the Course Content (in whole or in part) and any Service (the "License"), for such time until either you or we terminate the Services.
- 7.2. You must in no event use, nor allow others to use, the Course Content or this Licence for commercial purposes without obtaining a licence to do so from us.
- 7.3. As applicable, certain parts of the Services may be using third party features, some of which are managed by third-party providers for which additional terms and/or costs may apply. You must comply with such additional terms.
- 7.4. You shall not, directly or indirectly:
  - 7.4.1. sell, rent out, lease, licence, distribute, market, exploit the Course Content and Services or any of its parts commercially,
  - 7.4.2. reverse engineer, decompile, disassemble, adapt, reproduce, or create derivative works of the Course Content and Services in whole or in part;
  - 7.4.3. create, use and/or distribute "auto", "script" or "macro" computer programs or other "hack" programs or Content applications for this Service;
  - 7.4.4. remove, alter, disable or circumvent any copyright and trademark indications or other authorship and origin information, notices or labels contained on or within the Course Content and Services, and
  - 7.4.5. export or re-export the Course Content and Services or any copy of adaptation in violation of any applicable laws or regulations.
- 7.5. While using the Course Content and Services, you agree to comply with all applicable laws, rules and regulations. In all cases, you may only use the Services according to anticipated use of the Course Content and Services.

### **8. COURSE CONTENT OWNERSHIP**

## **Terms and Conditions**

- 8.1. All title, ownership rights and intellectual property rights in and to the Course Content and Services (including, without limitation, all text, graphics, music or sounds, all messages or items of information, fictional characters, names, themes, objects, effects, dialogues, slogans, places, characters, diagrams, concepts, audio-visual effects, domain names and any other elements which are part of the Course Content and Services, individually or in combination) and any and all copies thereof are owned by us and our licensor's.
- 8.2. The Course Content and Services is protected by national and international laws, copyright treaties and conventions and other laws.
- 8.3. The Course Content and Services may contain certain licensed materials, and, in that event, our licensor's may protect their rights in the event of any violation of this Agreement.
- 8.4. Any representation of these licensed materials in any way and for any reason is prohibited without our prior permission and, if applicable, our licensor's' and their representatives'.
- 8.5. Except as expressly set forth in this agreement, all rights not granted hereunder to you are expressly reserved by us.
- 8.6. This Licence confers no title or ownership in the Services and should not be construed as a sale of any rights in the Course Content and Services.

### **9. TERM AND TERMINATION**

These Terms shall remain in full force and effect while you use the Service. Without limiting any other provision of these Terms, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the Service (including blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these Terms or of any applicable law or regulation. We may terminate your use or participation in the Service and any content or information that you posted at any time, without warning, in our sole discretion.

### **10. COURSE DISCLAIMER**

- 10.1. The Service is provided on an as-is and as-available basis. You agree that your use of the Service and our Course Content will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the Service and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- 10.2. We cannot guarantee that any file or Course Content available for download and/or execution from or via the Services is free from viruses or other conditions which could damage or interfere with data, hardware or software with which it might be used.
- 10.3. We make no warranty or representation that the Course Content and Services will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Service.
- 10.4. No part of the Course Content and Services are intended to constitute advice of any kind, and the Content of the Courses should not be relied upon when making any decisions or taking any action of any kind.
- 10.5. We make no express or implied representations or guarantees to the reliability or accuracy of the information contained in the Course Content and Services.
- 10.6. We shall not be held responsible for any direct or indirect special, consequential, or other damage of any kind whatsoever suffered or incurred, related to the use, viewing, or reading of, or the inability to access or read, view or use of our Course Content and Services.
- 10.7. The author of the Course Content and Services is not responsible or liable, under any circumstances, for what and how the Course Content and Services are used for.
- 10.8. Any information outlined by us and published in our Course Content and Services is provided for educational and entertainment purposes only.

## **Terms and Conditions**

- 10.9. To the extent any of the content provided including e-mail transmissions, recorded voice messages, and any other associated messages/media (hereinafter collectively referred to as "Information") may be deemed to be advice, such information is impersonal and not tailored to the needs of any specific person.
- 10.10. Results are based on simulated or hypothetical performance results that have certain inherent limitations. Unlike the results shown in an actual performance record, these results do not represent actual scenarios.
- 10.11. By using our Services and our Course Content, you acknowledge that you are familiar with the above-mentioned risks and that you are solely responsible for the outcomes of your decisions. We accept no liability whatsoever for any direct or consequential loss arising from the use of our Services and our Course Content. It's to be noted carefully in this respect, that past results are not necessarily indicative of future performance.

### **11. SERVICE DISCLAIMER**

- 11.1. Let's Move accepts no liability for physical damage resulting from the participation in any exercise.
- 11.2. Let's Move is not a licensed medical care provider and represents that it has no expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise. You should understand that when participating, there is the possibility of physical injury.
- 11.3. To clarify your fitness to participate first consult your doctor in the case of existing or pre-existing conditions (e.g., high blood pressure, diabetes, heart disease, high cholesterol), Risk factors due to e.g., smoking, overweight, lack of exercise, if you have not exercised for about a year. Stop participation immediately if you feel weakness, dizziness, pain or shortness of breath.
- 11.4. Also, if you have movement restrictions, degeneration of the musculoskeletal system and orthopaedic diseases (e.g., arthrosis, slipped discs, physical damage due to accidents, etc.), please adapt your level of participation by reducing the intensity or the execution of the movement, including appropriate recovery phases, breaks or skipping participation altogether! Participation is at your own risk!
- 11.5. Claims for damages against Let's Move are generally excluded. Let's Move assumes no liability for personal injury or damage to property that occurs during the participation in any exercise.
- 11.6. As far as the liability of Let's Move is excluded or limited, this also applies for personal liability of representatives and vicarious agents of Let's Move for indirect damage, loss of profit, loss of interest, failure to make savings, consequential and financial losses, damages from claims of third parties.
- 11.7. If you engage or participate in any exercise, you agree that you do so at your own risk, are voluntarily participating in these activities, assume all risk of injury to yourself, and agree to release and discharge Let's Move from any and all claims or causes of action, known or unknown, arising out of Let's Move's negligence.

### **12. WARRANTIES**

- 12.1. While we make all efforts to maintain the accuracy of the information on our Services, we provide our Services and our Course Content, and all Related Content on an "as is" and "as available" basis, unless otherwise specified in writing. We make no representations or warranties of any kind, express or implied, as to the operation of any of the foregoing, unless otherwise specified in writing.
- 12.2. To the full extent permissible by law, we disclaim all warranties, express or implied, relating to our Services, our Course Content, including but not limited to implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the Services,

## **Terms and Conditions**

the Related Content, or electronic communications sent by us are free of viruses or other harmful components.

- 12.3. Nothing contained in this Agreement shall be construed as a warranty that:
  - 12.3.1. the Services will yield any Result or otherwise be successful,
  - 12.3.2. any Service will yield a specific result or otherwise be successful or
  - 12.3.3. the outcome of the Services will be utilisable in any respect.

### **13. LIMITATION OF LIABILITY**

- 13.1. We are not liable for the completeness, accuracy or correctness of any information uploaded on our Services and any Related Content. You expressly agree that your use of the Services is at your sole risk.
- 13.2. You agree not to use the Services, and the Related Content for any re-sale purposes, and we have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms (including but not limited to the use of, or inability to use, the Services or any other website or software) for:
  - 13.2.1. loss of profits, sales, business, or revenue;
  - 13.2.2. business interruption;
  - 13.2.3. loss of anticipated savings;
  - 13.2.4. loss or corruption of data or information;
  - 13.2.5. loss of business opportunity, goodwill or reputation; or
  - 13.2.6. any other indirect or consequential loss or damage.
- 13.3. Nothing in these Terms shall limit or exclude our liability for:
  - 13.3.1. death or personal injury resulting from our negligence;
  - 13.3.2. fraud; and/or
  - 13.3.3. any other matter in respect of which we are prohibited under applicable law from limiting or excluding our liability.
- 13.4. Our Services is not intended to serve a record-keeping function and we shall not be liable for any loss of data or content.
- 13.5. These Terms set out the full extent of our obligations and liabilities in respect of the supply of the Services. Except as expressly stated in these Terms, there are no conditions, warranties, representations, or other terms, express or implied, that are binding on us. Any condition, warranty, representation, or other term concerning the supply of the Services which might otherwise be implied into, or incorporated in, these Terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

### **14. INDEMNITY**

You agree to indemnify and hold us, our related corporations, and our respective directors, officers, employees, agents and representatives, independent contractors, licensees, successors and assigns harmless from and against all claims, losses, expenses, damages and costs (including but not limited to direct, incidental, consequential, exemplary and indirect damages), and reasonable legal fees, resulting from or arising out of your act, default or omission, whether in your use of our Services, Services, and/or any websites or software in relation thereto or otherwise, and whether in respect of your breach of these Terms or any laws or regulations or otherwise.

### **15. OTHER IMPORTANT TERMS**

- 15.1. We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or obligations under these Terms.
- 15.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 15.3. No joint venture, partnership or agency or employment relationship has arisen by reason of these Terms.

## **Terms and Conditions**

- 15.4. These Terms and any document expressly referred to in it constitutes the entire agreement between us regarding their subject matter, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between us, whether written or oral, relating to that subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms, or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms or any document expressly referred to in it.
- 15.5. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 15.6. Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 15.7. These Terms, its subject matter and its formation, and any other disputes or claims in connection therewith, are governed by the Law of England and Wales. In the event of any such disputes or claims in connection with these Terms, you agree to first engage in good faith discussions with us to resolve such dispute or claim. If such dispute or claim is not resolved within sixty (60) days, we both irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.