

CLIENT TERMS

OUR TERMS

get.fitr.training is a remote coaching platform on which independent third party fitness coaches provide fitness, health and other related programs. These terms set out how the relationship between Fitr Training and you the Client is governed. Fitr Training does not sell the fitness and other programs offered on the website; its role is to provide the platform used by participating fitness coaches only.

Minimum age: The Site is only for users over the age of 16. If you are not 16 years old or older please do not attempt to register on the Site.

1. These terms

- 1.1 What these terms cover.** These are the terms and conditions on which we allow you to access our online platform to follow fitness, health and other related programs from program providers.
- 1.2 Why you should read them.** Please read these terms carefully before you register to use our Site. These terms tell you who we are, how we will make the Site available to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

- 2.1 Who we are.** We are Fitr Holdings Limited a company registered in England and Wales. Our company registration number is 09759426 and our registered office is at Richmond House, Walkern Road, Stevenage, Hertfordshire, England, SG1 3QP. Our registered VAT number is GB 228697561. Our trading name is Fitr Training.
- 2.2 How to contact us.** You can contact us by emailing our customer service team at support@fitr.training or by using live chat on the Site.
- 2.3 How we may contact you.** If we have to contact you we will do so by writing to you at the email address you provided to us when you registered on the Site or by using live chat on the Site.

3. Definitions

To make these terms easier to read we use the following definitions

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Charges: the fees payable by you to a Coach for fitness, health or other related programs.

Coach: a person or group of people providing fitness, health or other related programs via the Site.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Programs: the fitness, health or other related programs made available by Coaches to purchase on the Site.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

the Site: We operate the website get.fitr.training and in these terms this is what we are referring to when we refer to the Site.

Virus: any thing or device (including any software, code, file or program) which may; prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

"Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails and the live chat service on the Site.

4. Our contract with you

- 4.1 When you register.** Acceptance of your application to register to use the Site will take place when we message you to accept it, at which point a contract will come into existence between you and us.
- 4.2 If we cannot accept your application.** If we are unable to accept your application, we will inform you in writing.
- 4.3 Your password.** You will be asked to set up a password in order to access your client account on the Site.

5. Use of the Site

- 5.1** You must not access, store, upload, distribute or transmit any Viruses, or any material to the Site 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 will remove any posting made on the Site if, in our opinion, that post does not comply with the content standards set in this clause.
- 5.2** You agree that you will comply with the standards set out in this clause and that you will be liable to us and will be responsible for any damage that we suffer as a result of any breach of this obligation by you.
- 5.3** You shall not:
 - (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between us and except to the extent expressly permitted under these terms:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Site in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Site; or
 - (b) transfer or commercially exploit, or otherwise make your account on the Site available to any third party, or
 - (c) introduce or permit the introduction of, any Virus into our network and information systems.
- 5.4** You agree to comply with the terms of our [Privacy Policy](#) and [Website Terms of Use](#) as published on the Site from time to time. If there is any conflict between these terms and our [Website Terms of Use](#) then these terms shall take precedence.
- 5.5** We have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Site constitutes a violation of their intellectual property rights, or of their right to privacy.
- 5.6** You acknowledge that the Site may enable or assist you to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that you do so solely at your own risk. We make no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract that you may enter with any such third party. Any contract entered into and any transaction completed via any third-party website is between you and the relevant third party, and not us. We recommend that you refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. We do not endorse or approve any third-party websites.

6. Providing the Programs

- 6.1 Charges.** The charges for each Program will be set by the Coach and will be displayed to you on the Site.
- 6.2 When the Programs are provided.** Programs will be made available to you as soon as you have paid the Charges or, if later, at the time that the Program is released by the Coach.
- 6.3 Site Maintenance.** We will use our reasonable endeavours to make the Services available 24 hours a day, seven days a week, except that, on occasion, we may need to carry out emergency maintenance in which case Fitr Training will use reasonable endeavours to notify you by email or live chat.
- 6.4 We are not responsible for delays outside our control.** If the supply of the Programs is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event. If there is a risk of substantial delay you may contact the Coach to end the contract to buy that Program and request a refund for any Charges that you have paid in relation to a Program that you have paid for but not received.
- 6.5 Reasons we may suspend the supply of Program to you.** We may have to suspend the supply of a Program if the Coach notifies us or we become aware that there are technical problems with the Program.
- 6.6 Your rights if we suspend the supply of any Program.** We will contact you in advance to tell you that the availability of a Program will be suspended, unless the problem is urgent or an emergency. If we have to suspend a Program you may contact the Coach to end the contract for a Program if we suspend it, or tell you we are going to suspend it, to request a refund any sums you have paid in advance for the Program.
- 6.7 We will not grant access to a Programs if you do not pay.** If you do not pay for a Program when you are supposed to (see clause 11.4), you will not be able to access the Program.

7. Your rights to close your account

- 7.1 You can always close your account with us.** To do this you should contact us by email or by live chat on the Site. You can do this at any time and your account will be closed with immediate effect.
- 7.2 What happens when you close your account?**

You will not be able to access any more Programs and all historic data will be permanently deleted.

8. Our rights to end the contract

- 8.1 We may end the contract if you break it.** We may end your subscription to the Site if you breach the terms of the contract, our [Privacy Policy](#) or [Website Terms of Use](#).

9. If there is a problem with a Program

- 9.1 How to tell us about problems.** If you have any questions or complaints about a Program, please contact us. You can email us or use live chat on the Site.

10. Your rights in respect of defective Programs

- 10.1** If you are a consumer we are under a legal duty to supply the Site in conformity with this contract. Nothing in these terms will affect your legal rights.

11. Price and payment

- 11.1 Where to find the price for the Program.** The price of the Program (which includes all sales and other applicable taxes) will be the price indicated on the order pages when you purchase a Program. The price is payable to the Coach via the Site. It is not payable to us.
- 11.2 When you must pay and how you must pay.** All of the payments on the Site are processed by a third party payment provider called Stripe.
- 11.3** When you purchase a Program and are asked for payment details you will be automatically transferred to Stripe and will provide your details to them. We do not take or store your payment details.
- 11.4 What to do if you think the amount Charged is wrong.** If you think that the amount actually Charged is wrong please contact the Coach promptly who should resolve the issue with you. If you are unable to resolve the issue with the Coach please let us know.

12. Our responsibility for loss or damage suffered by you if you are a consumer

- 12.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.
- 12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Site.
- 12.3 When we are liable for damage caused by defective digital content.** If any digital content which is supplied has technical faults and damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the device or pay you compensation.
- 12.4 We are not liable for business losses.** If you are a consumer we only supply the Site to you for domestic and private use. We will not be liable to you if you use the Programs for any commercial or business purpose.

13. How we may use your personal information

- 13.1 How we will use your personal information.** We will only use your personal information as set out in our [Privacy Policy](#).

14. Other important term

- 14.1 We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 14.2 You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 14.3 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 14.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.5 Even if we delay in enforcing this contract, we can still enforce it later.** 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 your breaking this contract, 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. For example, if you miss a payment and we do not chase you but we continue to provide the Programs, we can still require you to make the payment at a later date.
- 14.6 Which laws apply to this contract and where you may bring legal proceedings?** These terms are governed by English law and you can bring legal proceedings in respect of the Programs in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Programs in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Programs in either the Northern Irish or the English courts.