

Terms & Conditions of Trade
NFIT

Effective as of May, the 8th, 2024

1. Introduction:

These terms and conditions represent the agreement in between the client (also referred to as “you” or “your”) and the trainer (also referred to as “us”, “our”, “we”, “NFIT” or “the trainer”) regarding services provided, payments, and liabilities. By using the trainer’s services, you acknowledge and agree to comply with these terms and conditions.

2. Changes to the agreement:

The trainer reserves the right to change these terms and conditions. If a revision is made, the trainer will communicate the new terms and conditions to clients via email. Any changes will be effective within 30 days after the communication. You can refuse to accept any modifications, but you might not be able to keep using the trainer’s services if you do so.

3. User Guidelines and Acceptable Uses:

Your use of the services and content must follow the rules set forth in this section (“Usage Rules”). Any other use of the Services and Content is a material breach of this Agreement. The trainer may monitor your use of the Services and Content to ensure that you are following these Usage Rules.

- a. All Services: You may use the Services and Content only for personal, non-commercial purposes.
- b. Any misuse of All Services may result in termination of the services provided with no refund for such, or economic compensation of any sorts.

4. Prohibited Behaviours and Activities:

When you use any of the trainer’s services you will not:

- a. Violate any law, rule, or regulation.
- b. Interfere with or disrupt any of the trainer’s services.
- c. Inciting or advocating violence.
- d. Using any site or website owned by the trainer or to incite or perform illegal activities.
- e. Crawling or scraping to gather, view, or access information.
- f. Posting offensive, discriminatory, obscene, abusive, or threatening content on any site or website owned by the trainer.
- g. Harassing and bullying any person acting on behalf of the trainer, or other clients.
- h. Removing or altering any copyright, trademark, or other intellectual property notices.
- i. Exposing credentials and personal information, regardless of it belonging to any person acting on behalf of the trainer, or other clients.
- j. Sharing any information, knowledge, or intellectual property with commercial purposes.

5. Intellectual property:

You agree that the services, including but not limited to content, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used to implement the Services, contain proprietary information and material that is owned by NFIT, its licensors, and/or content providers, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for the use of the Services for personal, non-commercial uses in compliance with this Agreement. No portion of the content or Services may be transferred or reproduced by any form or by any means, except as expressly permitted by this Agreement. You agree not to modify, rent, loan, sell, share, or distribute the services or Content in any manner, and you shall not exploit the Services in any manner not expressly authorized.

6. Governing Laws Clause:

This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

7. Payment Terms & Refunds:

This section outlines all the payment terms and terminology related to payment for the services provided by the trainer.

- a. Minimum commitment: Given the nature of the services, which may not yield immediate results, an initial commitment period is necessary for a comprehensive evaluation of outcomes. By procuring the trainer’s services, you consent to a mandatory three-month usage period. During this time, you are obliged to remunerate the trainer for the agreed-upon services, which the trainer will duly provide. There is no obligation beyond this period. Payment arrangements are flexible and can be made monthly within the first three months (but not thereafter) or paid in full upfront. This initial commitment clause does not affect any agreed-upon discounts or rates. Following the initial three months, the service will be billed monthly in advance. Should you wish to discontinue the service, a 30-day notice period is required.
- b. Payment incentives: The trainer can negotiate better rates, offers, or free services, with clients that purchase several services and/or pay several services in advance.
- c. Payment of fees: Any applicable fees for the services must be paid in advance by bank transfer or third-party service providers. These payments must be done in £ (GBP).
- d. Taxes: The receipts might include a charge that corresponds to the national VAT rate.
- e. Invoicing: Once a service has been agreed, an invoice will be issued. This invoice must be settled within 48 hours.
- f. Late payments: Late payments may incur in suspended services until payment is resumed.
- g. Money back guaranteed: The trainer guarantees a refund if the results obtained are not satisfactory under certain circumstances and except for downloadable documents. Should you find the fitness or nutrition services provided to be unsatisfactory, you are entitled to request a refund. Your request will be evaluated based on the details you provide. It will be necessary for you to justify why you believe the trainer is responsible for the unsatisfactory results and furnish evidence of your adherence to the trainer’s plans and guidelines. In the absence of such proof, your request may be rejected. Upon receipt of your information, the trainer will conduct a review and subsequently inform you of the decision. Given the nature of downloadable documents, including but not limited to recipes, which are inherently free of faults, we do not offer refunds for these items. Prior to confirming your purchase, you may receive a complimentary sample of the document to aid in your final decision-making process. Please note that once the transaction is complete and the documents have been transferred, we will not be able to provide refunds.

8. Pricing:

The prices advertised are the final prices that you will have to pay for the services chosen. This does not conflict with any offers or cheaper rates that have been negotiated between you and the trainer.

- a. Quotes or quotations are estimates provided to the trainer’s best knowledge using information provided by you. The trainer reserves the right to change those quotes or estimates as they are not a legally binding contract and cannot be enforced.
- b. If you provide the trainer with false information with the purpose of reducing the price, the trainer may decide to terminate the services provided with no economic compensation.

9. Corrections:

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update the information on the Services at any time without prior notice.

10. Technical requirements:

The services provided will require access to a device with an internet connection and the ability to do video-calls.

11. Affiliate disclaimer:

Any trainer site may engage in affiliate marketing which is done by embedding tracking links into the site. If you click on a link for an affiliate partnership, a cookie will be placed on your browser to track any sales for purposes of commissions. The trainer may occasionally use affiliate links with other companies or traders by linking some products that the trainer might consider recommending. The links should represent the true prices of products ordered on the site. Purchases made with these links result in a commission paid to the trainer. This is used to help keep the trainer running. Thank you for your support!

12. Third parties clause:

Websites or social media owned by the trainer may include links to third-party websites. Those sites may collect data or solicit personal information from you. The trainer does not control those sites and is not responsible for their content or for their collection, use or disclosure of personal information.

13. User registration clause:

- a. Any usernames and passwords are for personal use only and should not be shared.
- b. You are responsible for all use of any usernames and passwords, including unauthorized use.
- c. You should notify the trainer immediately if your credentials get stolen, or they believe someone gained unauthorized access to your accounts.

14. Limitation of Liability or No Responsibility Clause:

Nothing in these terms and conditions will limit or exclude the trainer's or client's liability for:

- a. Death or personal injury resulting from our or your negligence, as applicable,
- b. Limit or exclude our or your liability for fraud or fraudulent misrepresentation,
- c. Limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

The trainer will not be liable to you in respect of any losses arising out of events beyond our reasonable control. To the maximum extent permitted by law, the trainer does not accept liability for:

- a. Any business losses, such as profits, income, revenue, savings, business, contracts, goodwill, or commercial opportunities.
- b. Loss or corruption of any data, database, or software.
- c. Any special, indirect, or consequential loss or damage.
- d. Website downtime.
- e. Lack of enjoyment.
- f. Damage caused by third parties.
- g. We recommend that you seek advice from a medical professional and/or a registered dietician before starting any diet or exercise program. The trainer does not consist of medical professionals or registered dietitians. Neither the trainer nor anyone representing it is involved in providing medical advice or is qualified to do so.
- h. Please note that the trainer does not possess the skills or qualifications to diagnose, examine, or treat any form of medical conditions, nor to ascertain the impact of any diet or exercise on a medical condition.
- i. Engaging in any exercise regimen or adopting any diet carries a risk of physical harm, even for healthy individuals and in controlled settings. It is your responsibility to exercise discretion and consider all relevant factors before acting on any information we provide.
- j. When we furnish you with a plan, it's important to understand that the information it contains does not constitute a comprehensive health or exercise program. Any actions you undertake based on this plan should not be carried out in disregard of or to the exclusion of other available information, opinions, or judgments.
- k. Any plan will have been prepared based on information provided by you. You are responsible for the accuracy of any information that you provide to us. You are responsible for informing us of any health issues or medical conditions when asking us to prepare a plan. If any information changes, you should communicate this to us.
- l. Plan Considerations: Prior to implementing any actions based on a plan, it is crucial that you consider any other relevant factors beyond the plan itself. The details outlined in any plan may pertain to specific situations and may not be applicable in others.

It is your duty to ensure that the information provided by the trainer is not misapplied in an inappropriate context.

- m. Health Disclosure: It is your responsibility to disclose any health concerns and pre-existing medical conditions to us when requesting a plan. Any information we provide that does not constitute a part of a plan, whether sourced from our website, e-book, video course, social media, or other channels, is intended solely for general informational purposes. The trainer's website and the information contained in it is provided for information purposes only. We make no representations or warranties in relation to the website, or the information and materials provided on the website.
- n. Without prejudice to any other clause contained in this disclaimer, the trainer makes no warranties or representations that the information on this website is true and applicable to you.

15. Data Collection:

The trainer reserves the right to collect and store your data in accordance with the general data protection regulations principles, for the trainer to be able to deliver on the services required. This includes but is not limited to recording calls and video calls, transcripts, pictures, or any information you provide us related to lifestyle or nutrition. You shall be notified that this information is being collected and stored and you might access it at any time.

16. Other clauses:

- a. We reserve the right to make price increases and will provide 30 days' notice of any planned increase.
- b. Transfer of Rights: You are not permitted to assign any of your rights under these terms and conditions to another individual. We reserve the right to assign our rights under these terms and conditions, provided we reasonably believe that your rights will remain unaffected.
- c. Entire Agreement: These terms and conditions, in conjunction with the Privacy Policy and Cookies Policy, constitute the complete agreement between the parties concerning its subject matter, superseding all previous discussions, arrangements, or agreements that may have occurred in relation to the terms and conditions.
- d. Third Party Rights: The Contracts (Rights of Third Parties) Act 1999 does not apply to these terms and conditions, and no third party shall have the right to enforce or rely on any provision of these terms and conditions.
- e. Severability: If any court or competent authority determines that any provision of these terms and conditions (or part of any provision) is invalid, illegal, or unenforceable, that provision or part-provision will be deemed deleted to the extent necessary, without affecting the validity and enforceability of the remaining provisions of these terms and conditions.
- f. Waiver: Unless otherwise agreed, no delay, act, or omission by a party in exercising any right or remedy will be construed as a waiver of that, or any other, right or remedy.
- g. We hold the conviction that for the majority, adhering to our methods and programmes will yield the intended results. However, the effectiveness of all exercise programmes is contingent upon the individual. The outcomes are influenced by the individual's effort. In certain instances, despite faithfully following our programme, an individual may not attain the expected results. Consequently, we do not offer any warranties, either explicit or implicit, regarding the efficacy of any techniques, diets, or programmes that we provide, or the results you may achieve because of following our programmes.
- h. The testimonials and reviews displayed on our website or within our content are authentic feedback from individuals who have adhered to the plans offered by our trainer. These are not assurances of the outcomes you will attain, but rather illustrations of the results others have accomplished.

17. Contact Information

You can contact the trainer at any time via email on: mail@nfit.pro