

It's Fit for You

Health and Wellness Coach, Fascial Stretch therapist and Personal trainer - Sherry Johnson

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If you do not agree to these Terms of Use, please do not subscribe as a member, use the Website, or purchase any of our Products or services.

Please also see our Privacy and Data Protection Policy for information about how we collect and use your personal data.

Introduction

These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and IFFU, the owner and operator of this Website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

In these terms and conditions, User or Users means any third party that accesses the Website and is not either (i) employed by IFFU and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to IFFU and accessing the Website in connection with the provision of such services.

You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

## Intellectual property and acceptable use

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You may, for your own personal, non-commercial use only, do the following:

retrieve, display and view the Content on a computer screen

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You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of It's Fit for You.

## Medical

We are not medical practitioners or registered dietitians. We strongly recommend that prior to commencing any diet or exercise regime that you consult a medical practitioner and/or registered dietitian first.

We have no expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise or diet on a medical condition.

You acknowledge that when participating in any exercise program that there is the possibility of physical injury.

#### Prohibited use

You may not use the Website for any of the following purposes:

in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;

in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;

making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

#### Signing up

You must ensure that the details provided by you upon sign up or at any time are correct and complete.

You must inform us immediately of any changes to the information that you provide when signing up by updating your personal details to ensure we can communicate with you effectively.

We may cancel your subscription with immediate effect for any reasonable purposes or if you breach these terms and conditions.

The monthly subscription can be cancelled at any time, and the same applies to the six-month package following the initial six-month payment. You can cancel through Stripe or we can cancel it, at your request. Once you cancel, you will not be charged again and will be able to continue the service until the end of your current payment period.

#### No warranties

This website and the information contained in it is provided for information purposes only. We make no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of any other clause contained in this disclaimer, We make no warranties or representations that the information on this website:

- a) is complete, true, accurate or non-misleading; and
- b) is right for You.

#### Refund Policy

Expert PT FST / Sherry Johnson Online Personal Training Service does not offer any refunds as this is a custom made subscription product, but you may cancel future subscriptions at anytime via Stripe or by emailing us.

#### Links to other websites

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Expert PT NBC-HWC or that of our affiliates.

We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.

The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

#### Availability of the Website and disclaimers

Any online facilities, tools, services or information that It's Fit for You makes available through the Website (the Service) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. IFFU is under no obligation to update information on the Website.

Whilst IFFU uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.

IFFU accepts no liability for any disruption or non-availability of the Website.

IFFU reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

#### Limitation of liability

Nothing in these terms and conditions will: (a) limit or exclude our or your liability for 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; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

We 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, IFFU accepts no liability for any of the following:

any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;

loss or corruption of any data, database or software;

any special, indirect or consequential loss or damage.

IFFU, nor any of its employees, agents or representatives, are engaged in rendering medical advice, nor does it (or any of its employees, agents or representatives) hold itself out as qualified to do so.

We strongly recommend that you seek professional medical advice before embarking on any diet or exercise program.

Any exercise program, even in healthy individuals, carries risk. You have a responsibility to exercise your own personal judgment, as well as any other considerations, before acting on any of the content provided by us.

Where we provide you with a Personal Plan, the information contained therein should not be regarded as or relied upon as being a comprehensive health or exercise programme. Accordingly any actions that you take in relation to a personal plan should not be pursued regardless or to the exclusion of other information, opinions or judgments that are available to you.

Any Personal Plan will have been prepared on the basis of 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 Personal Plan.

Before taking any action in relation to a Personal Plan, you must take into account any other factors apart from the Personal Plan of which you are or ought to be aware.

The information set out in any Personal Plan may relate to certain contexts and may not be suitable in other contexts. It is your responsibility to ensure that you do not use the information we provide in the wrong context.

You are responsible for informing us of any health issues and pre-existing medical conditions when you ask us to prepare a Personal Plan.

Any information that we provide that does not form part of a Personal Plan, whether obtained through our website, e-book, video course, social media (such as Facebook, Instagram or Twitter) or otherwise, is provided for the purposes of general information only.

#### Expected Results

While we believe that for most people, following our programmes and methods will lead to desired results, all exercise programmes depend on the individual. Result will be affected by the effort and commitment of the individual, however in some circumstances even where an individual follows our programme, they may not achieve the desired results. We therefore provide no warranties of any kind, express or implied, as to:

the effectiveness any techniques, diets or programmes that we deliver; or

the results that you may achieve as a result of following our programs.

All testimonials contain shown on our website or in our content are real people who have followed the plans provided by us. For the avoidance of any doubt, however, they are not indicative of the results that you are likely to achieve, rather they are included as examples of the results that particular individuals have achieved.

## General

The subscription amount is paid monthly, in advance for each month with the option to pay single sessions.

We reserve the right to make subscription increases and will provide one month notice of any planned increase.

You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.

These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.

These terms and conditions together with the Privacy Policy and Cookies Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.

The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.

If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.

Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.



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.

IFFU details

It's Fit for You is a Health and Wellness business incorporated in Nisswa MN registered as an LLC.