

BeachFitClub – Terms and Conditions

By accessing the BeachFitClub website (beachfitclub.com) (the **Website**) and/or using the BeachFitClub subscription Service (as defined below), the user must agree to be bound by these terms and conditions.

BeachFitClub TERMS AND CONDITIONS

1. AGREEMENT

1.1. These terms and conditions (the **Terms**) are the terms on which the Website and the Service may be made available to you from time to time. By accessing the Website and/or using the Service you agree to be bound by these Terms. If you do not agree to any of these Terms, then please do not use the Website or the Service.

1.2. You should keep a copy of these Terms for your future reference. We will not file a copy of these Terms in respect of our agreement with you.

1.3. These Terms are only available in the English language.

1.4. Please note that in order to subscribe to the Service you must be aged 18 years or older.

2. THE SERVICE

2.1. In using the Service, you will be entitled, subject to these Terms, to access features, materials and content made available by us via the Website (the **Content**) on your PC, laptop, or any other authorised device capable of hosting the Website and/or the Content, which may include iPads, mobile devices and web-enabled devices (each a **Device**), provided that such Device meets the minimum system requirements referred to in Section 4 below (the **Service**).

2.2. We reserve the right to change, suspend, remove or disable access to any Content or other materials on the Service and/or Website at any time without notice. This may be, for example, if there are any regulatory or legal changes or legitimate business reasons to do so. In no event shall we be liable to you for the removal or disabling of such Content or other materials on the Service and/or Website.

2.3. To maximise your enjoyment of the Service and/or the Website from time to time we will need to fix bugs, install updates and carry out general diagnosis and maintenance. We will endeavour to operate scheduled maintenance during periods where we anticipate low levels of online use. We will also need to be able to do emergency maintenance and/or suspend access to the Service where, in our reasonable discretion, we see the need to do that. We will use reasonable endeavours to have the Service and/or the Website (as applicable) available again as soon as practicable.

2.4. We do not guarantee that the Website and/or the Service, or any of the Content, is virus free. We strongly recommend that you install virus protection software on your Device.

2.5. Please contact us at support@ownyourgoalsdavina.com should you have any problems accessing any of the Content available on the Website.

3. TECHNICAL REQUIREMENTS

3.1. To be able to use the Service you will require an internet connection speed of at least 1Mb with a recommended speed of at least 3Mb.

3.2. It is your responsibility to ensure that you are able to comply with any technical requirements that must be met for you to be able successfully to access the Website and/or to use the Service. We accept no responsibility for any lack of functionality of the Website and/or for any failure to provide the Service that is due to your equipment (including, but not limited to, your computer, internet connection, operating system or settings and software).

3.3. We may, in our sole discretion, from time to time amend the technical requirements required to receive the Service. It is your responsibility to ensure that your Device (as defined above) fulfils any minimum technical requirements set out on the Website or in these Terms.

3.4. Please note that we may make upgrades to the Website from time to time. These upgrades may be needed to access Content or to take advantage of any new features of the Service which we may make available.

3.5. You acknowledge that the availability of the Website and/or the Service may be affected by internet traffic congestion or by other network, ISP, electronic or other communication problems or failures and that we are not responsible for the unavailability of any Content due to any such congestion, problem or failure.

3.6. It is your responsibility to pay for all costs and expenses (including, but not limited to, all telephone call or line charges, mobile, data, subscription, or other charges or internet service provider access or subscription charges) that you may incur connecting to the internet in order to use the Website and/or the Service.

4. REGISTRATION, PASSWORDS AND SECURITY

4.1 Please note that in order to register an account you must be aged 18 years or over, and be fully able and competent to enter into these Terms, and abide by and comply with these Terms.

4.2 In order to use the Service via the Website you are required to register a personal account via the Website.

4.3 To register your account you will be required to provide your email address and a password and to enter other information that we may ask for on our registration form such as (but not limited to) your first and last name and billing information (**Registration**). You should ensure that the password you choose is unique to your use of the Service and not the same password that you use for other services. Your personal information will be processed in accordance with our Privacy Policy.

4.4 We reserve the right to refuse to allow any user to register for the Service for any reason.

4.5 When we receive your Registration details and we accept your application to use the

Service, we will send you an email confirming your Registration details and the details of your subscription. Your use of the Service will be deemed to have started when we send this confirmatory email. You agree that once we have sent you this confirmatory email you will not be able to cancel your subscription to the Service other than in accordance with Section 11 below.

4.6 You shall ensure that the details you provide at Registration are accurate and kept up to date. You can change the details you provide at Registration at any time via the Website however you will not be able to change the details of any Promotional Code and such Promotional Code may only be used once. If you would like us to cancel your Registration with our Service (which you may do so at any time) please see Section 12 below.

4.7 You are responsible for maintaining the confidentiality of your password and user name and are responsible for all activities that are carried out under them. We do not have the means to check the identities of people using the Website or the Service and we will not be responsible for losses suffered by you where your password or user name is used by someone else to access the Website and/or the Service, unless this is due to our negligence. You agree to notify us immediately by email to support@ownyourgoalsdavina.com if you become aware of or suspect any unauthorised use of your password or user name.

4.8 You can access your account at any time on the Website. You can update your account including your personal details via the Website.

5. YOUR PROMISES TO US

5.1 You confirm that:

(a) you are aged 18 years or over at the time you register for the Service, and are fully able and competent to enter into these Terms, and abide by and comply with these Terms;

(b) all information and details provided by you to us (including on Registration) are true, accurate and up to date in all respects and at all times. You can update or correct your personal details at any time by amending your account details on the Website); and

(c) you will comply with the restrictions on your use of the Website and the Service as set out in these Terms.

5.2 You agree to compensate us against the reasonable costs we incur in defending claims or legal proceedings brought against us by any other person as a result of your breach of these Terms (and that may include money we pay to them to settle claims).

5.3 If we take legal action against you for any breach of these Terms and a court makes an award in our favour, you will be responsible for all costs allowable by the courts.

6. YOUR CONDUCT

7.1. You agree that you will not:

(a) use the Website and/or the Service in any way that may lead to the encouragement,

procurement or carrying out of any criminal activity or for any other unlawful purpose;

(b) use the Website and/or the Service in any way that interrupts, damages, impairs or renders the Website or the Service less effective;

(c) use the Website and/or the Service for any purpose other than your personal use;

(d) use the Website and/or Service to transmit or otherwise disseminate any content which is defamatory, obscene, in breach of copyright, vulgar or indecent or which may have the effect of being harassing, threatening, abusive or hateful or that otherwise degrades or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability;

(e) use the Website and/or the Service to advertise or promote third party or your own products or services, including (but not limited to) by way of the distribution of 'spam' email;

(f) transfer files that contain viruses, trojans or other harmful or malicious programs and/or software;

(g) share access with others, access or attempt to access the accounts of other users or to penetrate or tamper with or attempt to penetrate or tamper with the Website and/or Service security measures including digital rights management (DRM) technology protecting the Content or the Service;

(h) reverse engineer, decompile (apart from where necessary for the purposes of interoperability), modify, copy or make backups of any of the software used in the provision of the Website and/or the Service, or attempt to do any of the foregoing; or

(i) other than with our express permission, copy, scrape, reproduce, republish, download, post, broadcast, record, transmit, commercially exploit, edit, perform, communicate to the public or distribute in any way, all or any portion of: (i) the Service or (ii) Content on or made available via the Website, in each case other than for your own personal use or otherwise than in accordance with these Terms.

6.2. We reserve the right to suspend, restrict or cancel your access to the Website and/or the Service at any time without notice if we have reasonable grounds to believe that you have breached any of the restrictions contained in these Terms. This suspension or cancellation (as applicable) shall be in accordance with Section 13.1 below. This shall not limit our right to take any other actions against you that we consider appropriate to defend our rights or those of any other person.

7. RIGHTS GRANTED AND RIGHTS RESERVED

7.1. These Terms apply to all users of and visitors to the Website and the Service. We reserve the right to discontinue any aspect of the Website and/or the Service at any time. If we discontinue the Service as a whole, the provisions of Section 13.2 shall apply.

7.2. The content on the Website, including without limitation, the Content and any text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like and the trademarks, service marks, logos, branding or any other intellectual property rights

contained therein are owned by or licensed to us.

7.3. Save for your rights under Section 3.1 of these Terms, your use of the Website and/or the Service and their contents does not constitute any grant, assignment or transfer of rights to you in relation to our intellectual property rights including, without limitation, copyright, trademarks, logos, graphics, photographs, animations, videos and text or the intellectual property of third parties in the Website and/or the Service and their contents.

7.4. Any use other than that permitted under this Section 8 may only be undertaken with our prior express authorisation.

8. LINKS TO AND FROM OTHER WEBSITES

8.1. We permit you to link to materials on the Website for personal, non-commercial purposes only and provided that you immediately stop providing such links if notified by us.

8.2. We may provide links to other websites from time to time (via advertising or otherwise). You acknowledge that these links are provided for your ease of reference and convenience only. We do not control such third party websites and are not responsible for their contents. Our inclusion of links does not imply any endorsement of the material contained in such websites or any association with their operators. You acknowledge that we will not be party to any transaction or contract with a third party that you may enter into via such websites and we shall not be liable to you in respect of any loss or damage which you may suffer by using those websites. You agree that you will not involve us in any dispute between you and the third party.

9. PROMOTIONS

9.1. We may offer free promotional periods for the Service from time to time, enabling new subscribers to subscribe to the Service without paying a subscription fee during the free promotional period (**Free Period**). Any Free Period which we may offer you shall be subject to these Terms. Any such offer of a Free Period shall be entirely at our discretion. Please note that unless otherwise stated, Free Period offers are only available to new subscribers and cannot be used in conjunction with any other promotion or offer (including any Promotional Code). If you have previously received a Free Period or other promotion, you may not be entitled to receive a further free promotional offer. Please contact us if you are not sure if you are entitled to a promotional offer or not. You may cancel your subscription during your Free Period in accordance with Section 12.2 of these Terms. If you do not notify us of your intention to cancel before the end of the Free Period, you will be charged a subscription fee for the following month, and each subsequent month you remain a subscriber, in accordance with Section 11.

9.2. We may from time to time issue (directly or through a third party) Own Your Goals Davina 'Promotional Codes' (each a **Promotional Code**) meaning a promotional code, unique activation link or voucher number for use on the Service.

9.3. When redeeming a Promotional Code, you need to make sure that you enter it accurately when prompted by the Service during registration.

9.4. Any other promotion or offer we provide (whether directly or through a third party) in

relation to the Service may not be used in conjunction with any other current or past promotion or offer provided by us in relation to the Service.

9.5. Any use of a Promotional Code will be subject to these Terms and also the terms of the voucher/communication containing the Promotional Code. In the event of a conflict between these Terms and the terms of the voucher/communication containing the Promotional Code, Free Period or other offer (**Offer Terms**), the Offer Terms will apply.

10. CHARGES AND PAYMENT

10.1. The charges payable for the Service are as set out on the Website at the time you subscribe for the Service, and may be varied by us from time to time on reasonable notice to you.

10.2. If you choose our monthly subscription payment model, the charges for the Service will be payable by you to us monthly in advance, except in respect of any free periods you are entitled to receive having redeemed a valid Promotional Code or Free Period offer. Your first payment shall be debited on the date of your Registration from your bank account or charged to your payment card using the account details you supplied. Each subsequent monthly charge shall be debited from your account on the same billing date as the initial month of Registration until such time as you cancel your subscription to the Service in accordance with Section 11 below or we cancel your subscription in accordance with Section 13 below.

10.3 The charges for the Service include VAT or other sales taxes, if applicable. If your payment card processor or company imposes handling charges (as provided for in their terms of use) we may add such charges to the total charge you pay for the Service. By providing us with your payment card details you are specifying the country of issue as your country of residence for tax purposes.

10.4. We will make every effort to ensure that our charges for the Service appear correctly on the Website, however we will not be obliged to honour prices that are the result of obvious errors or mistakes.

11. CANCELLATION BY YOU

11.1. You may cancel your subscription to the Service at any time by logging into “My Account” and cancelling your subscription following the off-boarding process.

11.2 If you have subscribed to the Service using a Promotional Code or as part of a Free Period offered by us as described in Section 10 of these Terms, the following cancellation provisions apply:

11.2.1 if you cancel your subscription during the first 14 days, your subscription will continue until the end of the first 14 days of your Free Period and will then terminate;

11.2.2 if your Free Period is longer than 14 days and you cancel before your Free Period expires, your subscription will continue until the end of the Free Period; and

11.2.3 if you cancel after your Free Period has expired, your subscription will terminate in accordance with Section 11.3.

There will be no refunds available or any reimbursement for any unused time period

remaining from use of a Promotional Code or from your Free Period following cancellation by you of your subscription, except in accordance with your statutory rights.

11.3. Unless Section 11.2 applies, if you cancel your subscription to the Service, you will continue to receive the Service until the end of your current subscription month and, if you are subscribed under the monthly subscription payment model, you will not be charged the subscription fee for the following subscription month (or any subsequent month until you re-subscribe). For example, if your subscription starts on the 10th of January, and you cancel it on the 15th of March, you will continue to receive the Service up to and including the 9th of April, and no subscription fee will be payable on the 10th of April.

12. SUSPENSION OR CANCELLATION BY US

12.1. If you breach any of the Terms we may immediately suspend your account and your access to the Service. If we reasonably believe that you have flagrantly or persistently breached any of these Terms we may cancel your subscription. If we cancel your use of the Service under this Section 11.1 such cancellation shall be immediate and without notice or refund.

12.2. In addition, we reserve the right to cancel our provision of the Service to you if we no longer provide the Service.

13. OUR LEGAL OBLIGATIONS AND LIMITS ON LIABILITY

13.1. We accept liability for death or personal injury caused by our negligence or that of our employees or agents. We do not seek to exclude liability for fraudulent misrepresentation by us or our employees or agents.

13.2. If we breach these Terms, we shall only be liable for losses which are a reasonably foreseeable consequence of such a breach, which means that they could be contemplated by you and us.

13.3. We make no guarantee that the Website or the Service will be provided uninterrupted.

13.4. We do not accept any liability for any losses, damage, costs or other liabilities incurred by you or for any loss of data from your computer system that results from:

(a) your negligence;

(b) your breach of these Terms; or

(c) anything which is beyond our reasonable control which prevents us from fulfilling our obligations under these Terms and includes, but is not limited to, fire, flood, storm, riot, industrial action, civil disturbance, war, nuclear accident, terrorist activity and acts of God.

13.5. Whilst we use all reasonable endeavours to correct any errors or omissions as soon as practicable once they have been brought to our attention, we do not promise that the information on the Website itself will be free from errors or omissions.

13.6. Access to the Website and/or the Service may be suspended temporarily and without

notice in the case of system failure, maintenance or repair or for reasons reasonably beyond our control (as described in paragraph 13.4.(c)).

13.7. You have certain statutory rights. Nothing in these Terms is intended to affect your statutory rights. For more information about your statutory rights contact your local Citizens Advice Bureau, Trading Standards Office or Consumer Protection Office.

13.8. Our total liability to you for any loss or damage arising out of or in connection with these Terms shall be limited to the total amount paid from you to us in the calendar month preceding the relevant incident.

14. PRIVACY

14.1. For more information on how we process your personal data and who we share it with, please read our Privacy Policy (<https://www.nbcuniversal.com/privacy/european>).

14.2. We will comply with any applicable law or binding court order requiring or directing us to disclose the identity of and/or to locate anyone for the prevention or detection of crime or the apprehension or prosecution of offenders. There may be other circumstances in which we may be required by law to disclose information about you or your use of the Website and/or the Service.

15. CHANGES TO THESE TERMS

We may change these Terms at any time either by giving you notice or by publishing the modified Terms on the Website. It is your responsibility, however, to review these Terms as amended by us from time to time. If any amendment to these Terms is unacceptable to you, your only recourse is to cease using the Service and visiting the Website. Your use of the Service and/or subsequent visitation of the Website following any amendment of these Terms will signify your agreement to and acceptance of its revised terms.

16. SEVERANCE

If any part of these Terms is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.

17. TRANSFER

17.1. These Terms are personal to you. You may not transfer your rights or obligations under these Terms to anyone else.

17.2. We may transfer our rights or obligations or sub-contract our obligations under these Terms to another legal entity. You agree that we may do so provided that the Website and/or the Service will be made available to you on the same terms or terms that are no less advantageous to you.

18. THIRD PARTY RIGHTS

These Terms are not intended to give rights to anyone except you and us. This does not affect our right to transfer our right or obligations or sub-contract our obligations under these Terms to another legal entity under Section 17.2.

19. DISPUTES

We will do our best to resolve any disputes in relation to these Terms. By using the Website and the Service you agree that the laws of England and Wales shall apply in relation to any disputes between us.

These Terms and Conditions were last updated on 27 June 2020.

Health Declaration

To the best of your knowledge and belief you are in good health and not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort, well being or physical condition. Further, that you will immediately stop all activity should your health or vulnerability to injury change. You will at all times be responsible for your own state of health, physical condition and wellbeing.

If you have any concerns about your fitness or health, you should seek appropriate medical advice from your GP, Physiotherapist or other relevant professional medical or other adviser and obtain their written consent where necessary before taking part in any activity on this site.

You are confirming you are not pregnant, or within the first 3 months after giving birth.