

## **TERMS AND CONDITIONS**

**Last updated: 2025-01-07**

These Terms and Conditions apply to the sale of our Courses. Please read these Terms and Conditions carefully before pre-ordering and purchasing one of our Courses. By ordering (including pre-ordering) a Course, you are confirming your agreement to be bound by these Terms and Conditions. If you refuse to accept these Terms and Conditions, you will not be able to purchase and access our Courses.

Your acceptance of these Terms and Conditions creates a legally binding agreement between DA TRAINING LTD and you in relation to the provision by us to you of a selected Course and related services.

We amend these Terms and Conditions from time to time, every time you order a Course from us, the Terms and Conditions in force at the time of your order will apply to the agreement between you and us. Please check these Terms and Conditions to ensure you understand the terms which will apply at that time.

### **1. INFORMATION ABOUT US AND HOW TO CONTACT US**

- 1.1. [www.movewellwithdan.com](http://www.movewellwithdan.com) is a website operated by DA TRAINING LTD a company registered in England and Wales. Our company registration number is 16683225 and our registered office is at Unit 82a James Carter Road, Mildenhall, Bury St. Edmunds, England, IP28 7DE. We are also a Data Controller registered with the Information Commissioner's Office under number: ZC013526 ('we' or 'us' or 'our').
- 1.2. You can contact us by writing to us at [daniel.aiken@move-well-app.com](mailto:daniel.aiken@move-well-app.com). We aim to acknowledge and respond within 5 working days.
- 1.3. If we have to contact you, we will do so by e-mail using the email address you provide to us in your order.
- 1.4. When we use the words "writing" or "written" in these Terms and Conditions, this includes emails unless we say otherwise.

### **2. HOW WE USE YOUR PERSONAL INFORMATION**

- 2.1. We only use your personal information in accordance with our Privacy Policy. Please take the time to read this policy as it includes important terms which apply to you.
- 2.2. We will process the information we receive from you or otherwise hold about you in accordance with these Terms and our Privacy Policy, which is compliant with the General Data Protection Regulation (EU) 2016/679 and the Data Protection Act 2018. You consent to the use by us of such information in accordance with these Terms and our Privacy Policy. Please take the time to read this policy as it includes important terms which apply to you.
- 2.3. In the event that you do not wish to receive marketing correspondence from us, an email should be sent to the contact details set out in these Terms.

- 2.4. On occasion we may conduct online surveys. This is used to gauge our service, collect demographic information and other information that we may find useful. We may share non-personal, aggregated information with third parties. You agree to us using your information in this manner.

### 3. DEFINITIONS

- 3.1. Within these Terms and Conditions, the following words will, unless otherwise indicated, have the following meanings:

**Additional Charges:** means any amounts payable which are not Fees which we may charge from time to time if applicable;

**Commencement:** means the point at which you are enrolled on your course, this will be when we begin the supply of our related services;

**Confirmation Email:** means the email which is sent to you to acknowledge that we received your Order and confirming we have accepted your Order;

**Contract:** means the contract between you and us to provide the Course to you under these Terms, once we have accepted your Order for the Course;

**Course:** means an online course and related services purchased by you from us via the Website, for the avoidance of doubt the Course includes the free Course;

**Fee(s):** means the fee payable for the Course and Training Materials and shall include any VAT payable but excludes Additional Charges;

**Intellectual Property Rights:** means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

**Order:** means your offer to purchase the Course from us;

**Terms:** means these Terms and Conditions;

**Training Materials:** means any learning materials supplied by us to you as part of the Course comprising all information, data, records and materials whether in electronic format or as hard copies, including but not limited to, online materials and online downloads and includes all revisions and updates to such Course as we may make from time to time;

**Training Period:** means the period during which we will provide you access to the purchased Course and the associated Training Materials and support. Unless otherwise stated the Training Period begins at Commencement;

**you:** means the individual purchasing the Course;

**Website:** means [www.moveellwithdan.com](http://www.moveellwithdan.com).

- 3.2. Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa, words denoting any gender shall include all genders and words denoting persons shall include bodies corporate and unincorporated, associations, partnerships, and individuals.

#### **4. ORDERING PROCEDURE & OUR CONTRACT WITH YOU**

- 4.1. In certain circumstances, we allow customers to make a pre-order for a Course before its availability. Pre-ordering a Course means that you will pay for the Course at the time that you make the pre-order, but you acknowledge and agree that the Course will be delivered at a later date.
- 4.2. You may only submit a pre-order and/or purchase a Course from us if you are at least 18 years old. If you are under 18, your parents or legal guardians must pre-order and purchase the Course and you may only use it under their direct supervision.
- 4.3. In order to pre-order or purchase the Course via the Website you must provide us information that is accurate, complete and current at all times. Our Website will guide you through the steps you need to take to place an Order with us. When pre-ordering or purchasing the Course via the Website, You may change your Order at any time up to the point at which you submit payment, please take the time to check that the details on the Order are complete and accurate before you submit the Order. Responsibility lies exclusively with you for ensuring the accuracy of the details of your Order and for giving us any necessary information to enable us to successfully deliver the Course to you. If you think that there is a mistake with your Order, please contact us to discuss.
- 4.4. When you submit a pre-order or place an Order for the Course you are offering to purchase that Course on these Terms, by submitting a pre-order or placing an Order for the Course through our Website you agree and confirm that: (i) you are legally capable of entering into a binding contract; (ii) you are at least 18 years old; and (iii) you will be under an obligation to pay the Fee for the Course in that Order.
- 4.5. You acknowledge and accept that we take the payment for your pre-order when you submit the pre-order rather than at the delivery of the Course. By submitting a pre-order for the Course, you are making an offer to purchase the Course. Payment will be processed upon pre-order submission in the manner provided hereby at the time of submission. Payment does not guarantee acceptance of a pre-order.
- 4.6. Following receipt by us of your Order for the Course (or pre-order, as the case may be) you will receive an automated email confirming that your Order has been received by us. Please note that this does not mean that your Order has been accepted, all orders are subject to acceptance by us. Our acceptance of your Order will take place in accordance with Clause 4.7 below.

- 4.7. A legally binding Contract between you and us for the provision of the Course shall not come into existence until we have accepted your Order to purchase the Course by:
  - 4.7.1. sending you a Confirmation Email accepting your Order which will be effective upon sending it to you at the email address you have provided, and
  - 4.7.2. receiving payment of the Fee for the Course in cleared funds in accordance with Clause 5.

For the avoidance of doubt, the Contract between you and us will only be formed when we send you the Confirmation Email confirming our acceptance of your Order (or pre-order as the case may be), we will then assign an order number to your Order; it will help us if you can tell us the order number whenever you contact us about your Order.

- 4.8. Pre-orders are subject to our acceptance, as stated above. Pre-orders may be rejected at our sole discretion any time and for any reason. If we reject your pre-order your sole and exclusive remedy and our sole and exclusive liability will be to refund the amount you paid. By pre-ordering the Course you receive the access credentials that can be used by you to access the Course upon its delivery. The access credentials to the Course have no other functionality other than enabling the access to the Course, upon its delivery. Once the Course is available, we will proceed with the delivery of the pre-ordered Course. We reserve the right to not honour pre-orders in case of changes. In case we do not proceed with the delivery of the Course, we will refund in full the amount paid.
- 4.9. You may not cancel your pre-order at any time. Courses being pre-ordered are not currently available for delivery. The moment of delivering the Course is the moment, when the Course becomes available to use by accessing it using the credentials you are provided with when you preordered. Although we will make efforts to begin delivering the Course as soon as reasonably practicable, you understand and agree that there may be delays. An estimated time of delivery (ETD) is only an estimate, is subject to change, and we do not represent or warrant that we will be able to deliver the Course by the estimated date. As a result, in the event that a delay arises and the estimated release of the Course is not met, we are not responsible for any damages that may occur due to the delay, nor shall we be obligated, except as set forth herein, to provide any discounts, refunds or credits due to any such delays. We will provide you periodical updates with respect to such delivery schedule.
- 4.10. Without prejudice to the clauses above, your Order goes into process as soon as we confirm our acceptance by sending you a Confirmation Email, at that point you will be able to access the Course and related Training Materials. After we have accepted your Order we are not usually able to make any changes to the Order. If you wish to make a change to the Order please contact us. At our own discretion we may agree to make changes to your Order after it has been accepted by us, this may be subject

to Additional Charges, the timing of supply or anything else which would be necessary as a result of your requested change.

- 4.11. Your Order for the Course is personal to you and you will not be permitted to transfer your Order to any other person.
- 4.12. All Courses displayed or promoted as being available for sale on our Website are subject to availability. If we are unable to accept your Order we will inform you of this in writing and we will not process your Order. If you have already paid for the Order we will refund you the full Fee as soon as possible.
- 4.13. We reserve the right to decline or cancel your Order at our sole discretion. You expressly agree that we shall not be liable for any losses or damages arising out of such cancellation. We also reserve the right to refuse or cancel your Order if fraud, an unauthorised or illegal transaction is suspected.
- 4.14. All descriptions, illustrations and information provided on the Website or on other marketing materials are approximate and intended for general guidance purposes only and their accuracy cannot be warranted. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.
- 4.15. All advice and/or recommendation provided by our employees as to your Order, Courses, Fees which is not confirmed in writing by us is followed or acted upon entirely at your own risk. Consequently, we will not be liable for any such unconfirmed advice or recommendation.
- 4.16. We may revise these Terms and/or make changes to the Course as they apply to your Order to reflect changes in relevant laws and regulatory requirements, and to implement minor technical adjustments and improvements.
- 4.17. If we have to revise these Terms and/or make changes to the Course as they apply to your Order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the contract with us if you are not happy with the changes.
- 4.18. We may update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.
- 4.19. We reserve the right to withdraw at any time Courses advertised for sale on the Website.

## **5. PAYMENT TERMS**

- 5.1. The Fee for the Courses at any given time will be displayed on the Website. Fees are quoted in pounds sterling, inclusive of VAT and exclusive of any Additional Charges (if applicable), if you pay in a different currency, any conversion or bank charges are your responsibility. The Fee will be shown prior to completion of the online transaction. Any promotions, discounts or special offers displayed will only be applicable for orders placed at the time of such display. The Fee for the Courses may

change from time to time, but changes will not affect any Order you have already placed.

- 5.2. Your Order will be confirmed only upon receipt of the Fee in cleared funds by us. The provision of the Course is contingent upon us having received cleared funds from you in respect of the Fee for the Course. All Orders require full payment at point of ordering. You must pay for the Course in advance at the time of your Order. By submitting your Order to us, you are confirming that the payment details provided on your Order are valid and correct. Without prejudice to our rights and remedies under these Terms, if any sum payable is not paid in cleared funds on the date the Course is ordered by you, we reserve the right, forthwith and at our sole discretion, to refuse you access to the Course and related Training Materials.
- 5.3. We accept payment with the payment methods listed on our Website. Your Order will be confirmed only upon receipt of the Fee in cleared funds by us and will be subject to acceptance of your Order by us in accordance with Clause 4.7.
- 5.4. You represent and warrant that: (i) you have the legal right to use any credit card/debit card in connection with your Order; and that (ii) the information you supply to us is true, correct and complete. You expressly agree that we are not responsible for any loss or damage arising from the submission of false or inaccurate information.
- 5.5. We take all reasonable care to ensure that the Fees quoted on our Website are correct at the time when the relevant information was entered onto the system. In the unlikely event that due to a technical error, the amount of the Fee displayed on the Website is incorrect, we will notify you as soon as we reasonably can and give you the option of either continuing to pay the Fees at the correct level or cancelling your Order. If the correct amount of the Fee is higher than the amount displayed on the Website, we will contact you to notify you of the correct Fee, so you can decide whether or not you wish to continue with your Order at the increased Fee. If you decide you want to cancel your Order will give you a full refund in respect of any amount you have already paid. If the correct Fee is lower, we will refund you the difference only between the amount which you have paid and the correct Fee payable. If we are unable to contact you using the contact details you provided during the order process, we will treat your Order as cancelled and notify you in writing. Please note that we shall have the right without any liability whatsoever to refuse or cancel any Order that states an incorrect Fee. We shall have the right to refuse or cancel any such Order whether or not the Order has been accepted and you have paid in part or in full. If a payment has already been made and your Order is cancelled (either at your request or by us) because of incorrect Fee, we will issue a full refund of any amount paid.
- 5.6. The Fee excludes any Additional Charges which shall be payable by you on and when they are due.
- 5.7. Training Materials supplied by us are made available online to accompany the Courses; Training Materials are to be used as an enhancement to the Course.

Training Materials are made available to you provided we have received full payment in cleared funds from you in respect of the related Fee for the Course.

- 5.8. Various Training Materials will be supplied to you on the Course which you may retain under a non-exclusive, non-transferable licence subject to the provisions set out in these Terms and Conditions.
- 5.9. You may in respect of Training Materials made available to you by us in electronic form, download, or otherwise access, and use such Training Materials for the purposes of completing the associated Course.
- 5.10. You acknowledge that all copyright and intellectual property rights in the Training Materials anywhere in the world belong to us. The rights in the Training Materials are licensed (not sold) to you, and that you have no rights in, or to, the Training Materials other than the right to use them in accordance with these Terms and Conditions.
- 5.11. Except as expressly set out in these Terms and Conditions you undertake:
  - i. not copy the Training Materials;
  - ii. not to rent, sub-license, loan or translate the Training Materials;
  - iii. not to alter, or modify, the whole or any part of the Training Materials, nor permit the Training Materials or any part of them to be combined with, or become incorporated into, any other materials;
  - iv. not to provide or otherwise make available the Training Materials in whole or in part, in any form to any person without prior.
- 5.12. Please note that there is no fee paid by you to receive access to Training Materials, therefore no refund for this product is available in any circumstances. We have no responsibility to provide this content to you, to keep this content up to date or to monitor this content.

## **6.THE COURSE**

- 6.1. Description of the Course is available on the Website. Except as set out in the description of the Course on the Website, no additional Training Materials will be provided by us. In addition to the Course, you will receive access to our support service during your Training Period, you will be able to contact us directly via WhatsApp to ask questions and provide feedback about the Course.
- 6.2. In consideration of the Fees, we agree to provide the Course and associated Training Materials for the Training Period. You will be able to access the Course and the Training Materials online immediately after we have accepted your Order and we have authorised your access. The Course will begin on the date we accept your Order and will last for the duration of the Training Period. The completion date for the Course is as stated on the Website or as told to you during the order process. Unless the Course is cancelled/withdrawn by us or you end the Contract or we end the Contract by written notice to you as described in Clause 7, your access to the

Course and the Training Materials is granted for as long as the Course remains available on our Website.

- 6.3. Unless otherwise stated our Website the Course must be concluded within the Training Period.
- 6.4. If for any reason, you end the Contract or we end the Contract then your access to the Course and the Training Materials will be cancelled immediately.
- 6.5. The receipt of and access to the Course and the Training Materials is personal to you and you may not transfer your rights to access the Course and the Training Materials to any other person.
- 6.6. Courses will take place online in the form of digital videos hosted on Vimeo. We reserve the right to change the hosting platform at any time in which case we will not incur any additional liability to you.
- 6.7. It is your responsibility to ensure you have all necessary access, network connections and equipment to access the Training Materials and the Course. You acknowledge and accept that we cannot be held responsible for any technical problems you encounter following the purchase of the Course.
- 6.8. If you report a fault to us, we will use reasonable endeavours to provide a solution but we do not guarantee that the technical support provided will resolve your technical problems. We are not obliged to offer you any technical support, any technical support offered and the extent of any such technical support is provided entirely at our discretion.
- 6.9. You accept and acknowledge that periods of downtime may be required in respect of the information technology infrastructure connected to the Website. Further you accept that you will not have a claim for breach of contract or otherwise in respect of such period of unavailability. We will use reasonable endeavours to make the Course available but cannot guarantee uninterrupted, timely or error free availability or that defects will be corrected. We reserve the right to suspend access to the Website for the purpose of scheduled or emergency maintenance, repairs or upgrades to improve the performance or functionality of the Website. You also accept and acknowledge that we cannot be held responsible for any delay or disruptions to your access to the Course and Training Materials as a result of such suspension or any of the following:
  - 6.9.1 the operation of the internet and the World Wide Web, including but not limited to viruses;
  - 6.9.2 any firewall restrictions that have been placed on your network or the computer you are using to access the Course;
  - 6.9.3 failures of telecommunications links and equipment; or
  - 6.9.4 updated browser issues.
- 6.10. The Course is delivered on a weekly release schedule. You will receive access to new video content each week for the duration of the Training Period. We may adjust the

delivery schedule if necessary (for example, due to technical issues), but we will aim to keep you informed of any changes.

- 6.11. You may receive an exercise tracker via Notion or other digital format to track your movements and habits.
- 6.12. We may on a limited basis offer form and movement review via asynchronous video format at an Additional Charge.
- 6.13. We may on a limited basis offer coaching via video call at an Additional Charge.
- 6.14. From time to time, we may make modifications, enhancements or issue clarifications to the Course. We may also update the Training Materials provided that the content shall always match the description that we provided to you before you purchased the Course.
- 6.15. Whilst we make up-most efforts to ensure the accuracy of the Course and Training Materials, we do not represent, warrant, or guarantee that the Course and Training Materials will be completely error free. In circumstances where you discover an error or inaccuracy in the content contained in the Course, Training Materials and/or the Website please notify us at the earliest opportunity.
- 6.16. We may make changes to the Course as they apply to your Order for various reasons including legal and regulatory changes; correcting errors or omissions; or to implement minor technical adjustments and improvements; you will have access to such changes free of charge. If we have to make significant changes to the Course you have purchased after the Contract between you and us has been formed, we will contact you to give you reasonable advance notice of the changes.
- 6.17. We may periodically produce Courses covering new material. If a new Course supersedes an existing Course, it will be available for purchase as a new Course. For the avoidance of doubt, purchase of a current Course does not entitle you to have access to future revised Courses as part of the original purchase.
- 6.18. We may have to suspend the provision of the Course and your access to the Course and the Training Materials to:
  - i. deal with technical problems or make minor technical changes;
  - ii. update the Course to reflect changes in relevant laws and regulatory requirements;
  - iii. make changes to the Course and the Training Materials to correct errors or omissions.
- 6.19. We will contact you in advance to tell you we will be suspending the provision of and your access to the Course and the Training Materials unless the problem is urgent or an emergency. You may contact us to end the Contract for the purchased Course if we suspend it, or tell you we are going to suspend it, in each case for a period of more than ninety (90) calendar days and you will be entitled to refund in accordance with Clause 7.1.2.
- 6.20. Occasionally the provision of the Course and your access to the Website, the Course and the Training Materials may be affected by an event outside our control. We will

not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an event outside our control. If the provision of the Course and your access to the Website, the Course and the Training Materials 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 and our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you have the right to end the Contract and to a refund you in accordance with Clause 7.1.2.

- 6.21. We reserve the right to withdraw at any time Courses advertised for sale on the Website. If we decide to withdraw the Course in full, we will give you at least 30 days' notice. If we decide to withdraw the Course in full during the Training Period you will receive a full refund of the Fees paid. For the avoidance of any doubt, if we decide to withdraw the Course in full after the end of the Training Period no refund will be made.
- 6.22. All communications regarding any element of these Terms and Conditions must be via our customer services team. To contact our customer services team please email: [daniel.aiken@move-well-app.com](mailto:daniel.aiken@move-well-app.com)
- 6.23. We may send essential service communications (such as order confirmations and important Course updates) by email. If you have provided your phone number, you may also contact us, and we may respond to you, via WhatsApp for support and questions relating to the Course.
- 6.24. You are not required to provide us with health information. If you choose to share any health-related details (for example, by email), you do so voluntarily and at your discretion.
- 6.25. You agree that we will communicate with you via electronic means, and you warrant that the email address you have provided to us is correct. During the order process we will require certain information from you so that we can provide the Course to you, the information we require from you will be stated on our Website. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information (please note - it is your responsibility to provide complete and correct information), we may either end the Contract. We will not be responsible for any delay in providing or for failing to provide our obligations under the Contract if this is caused by you not giving us the information we need and/or complete and correct information.
- 6.26. All communications transmitted via a successful email will be deemed as having been delivered from us on the working day immediately following the day on which it is transmitted. We cannot guarantee the timely receipt of emails you send us.

## 7. TERMINATION, CANCELLATION & REFUND

- 7.1. You have the right to end the Contract if we have not fulfilled our obligations:
- 7.1.1. **There is a problem with the Course** - If you have any questions or complaints about the Course, please contact us. You can write to us at [daniel.aiken@move-well-app.com](mailto:daniel.aiken@move-well-app.com). The Contract between you and us is for the supply of digital content as the Course and Training Materials are provided online. The Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality. If there is a fault with the Course and the fault can't be fixed within a reasonable time, you're entitled to a refund of the Fees paid subject to deductions. We will refund you the Fees you paid for the Course by the method you used for payment. However, we will deduct from any refund an amount for the supply of the Course for the period for which it was supplied, ending with the time when you told us of the fault. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.
- 7.1.2. **Because of something we have done or have told you we are going to do** - If you are ending the Contract because:
- a) we have made a significant change to the Course which you do not agree to;
  - b) we have told you about an error in the Fee of the Course you have ordered and you do not wish to proceed;
  - c) there is a substantial delay in delivering the Course because of events outside our control;
  - d) we have suspended the provision of the Course for technical reasons, or notify you we are going to suspend provision of the Course for technical reasons, in each case for a period of more than ninety (90) calendar days.
  - e) If you are ending the Contract for a reason set out at (a) to (d) above the Contract will end immediately and we will refund you in full any Fee you have paid for the Course. Please note that we are not responsible for delays outside our control. If your access to the Course and/or the delivery of the Course 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, but if there is a risk of substantial delay you may contact us to end the Contract and receive a full refund of the Fees paid. For the avoidance of doubt, a substantial delay is a delay of more than ninety (90) calendar days.
- 7.1.3. **You have changed your mind** - Under the Consumer Contracts Regulations 2013 ("Consumer Contracts Regulations") you may cancel your purchase of the Course within a period of fourteen (14) calendar days ("Cancellation Period") from the date on which the Contract is concluded subject to exceptions. The Contract between us and you is for the supply of digital content as the Course

and Training Materials are provided online via the Website, we will begin providing the Course and you will have access to the Course and Training Materials immediately on the date we accept your Order, and you give us express consent to supply the Course to you during the Cancellation Period. Under the Consumer Contracts Regulations, where the contract is for the supply of digital content your right to cancel the Contract and obtain any refund is lost if you give express consent to supply the digital content to you during the Cancellation Period or if you access the digital content before the expiry of the Cancellation Period. Notwithstanding the above, if you have changed your mind and decide to cancel your purchase of the Course within fourteen (14) calendar days from the day we accept your Order, as a gesture of goodwill, we will refund you the Fees paid for the Course but we will deduct from that refund 25% of the Fees (plus VAT where applicable) since part of the Course has been provided and to cover administration costs we will incur as a result of your ending the Contract. If you have changed your mind and want to cancel your purchase of the Course after the Cancellation Period (after fourteen (14) calendar days from the day we have accepted your Order), no refund will be granted.

- 7.2. Except as set out in Clause 7.1, in all other cases, if we are not at fault and there is no right to change your mind, you do not have the right to end the Contract and no cancellations will be permitted for the Course. If you do not have any other rights to end the Contract and you tell us you want to end it, the Contract will end immediately and we will not refund you any Fee paid for the Course.
- 7.3. Subject to Clause 7.1, you must inform us of your decision to cancel your purchase of the Course and end the Contract by emailing us at: [daniel.aiken@move-well-app.com](mailto:daniel.aiken@move-well-app.com).
- 7.4. We may end the Contract at any time by writing to you if: (i) you breach any of these Terms; (ii) we are unable to contact you using the contact details which you provided during the ordering process; (iii) you do not, within a reasonable time of us asking for it, provide us with necessary information. If we end the Contract under this Clause you will not be entitled to and we will not refund you any Fee you have paid for the Course.
- 7.5. Where you have the right to a refund, refunds will be made using the same method of payment as you used for the purchase and will be paid within fourteen (14) calendar days of you informing us of the cancellation and termination of the Contract.
- 7.6. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **8.WARRANTIES**

- 8.1. We warrant that we will carry out the service to you with a reasonable level of care and skill.
- 8.2. We expect you to take reasonable care to verify that the Course will meet your needs. We do not make any commitment to you that you will obtain any particular result from the Course.
- 8.3. We do not make any representation, guarantee or commitment to you that the Course and Training Materials will be error free.
- 8.4. All representations, warranties and/or terms and/or commitments not expressly set out in these Terms (whether implied by law, conduct, and statute or otherwise) are hereby excluded to the maximum extent permissible by law.
- 8.5. You warrant that you will not:
  - i. copy, reproduce, translate, adapt, vary or modify the Course, the Training Materials or software underlying the Website, nor communicate them to any third party, without our prior written consent; or
  - ii. remove, adapt or otherwise tamper with any copyright or trade mark notice, legend or logo which appears as part of the Website and/or the Course.

## **9.DISCLAIMER**

- 9.1. The Course is a fitness and wellness tool and does not guarantee outcomes in a rehabilitation process, it is designed to help counteract the effects of extended chair sitting.
- 9.2. The Website, the Course and the Training Materials offer health and fitness information designed for educational purposes only and shall not be taken in place of professional advice. You should not rely on this information as a substitute for professional medical advice, nor does it replace professional medical advice, diagnosis, or treatment. If you have any concerns or questions about your health, you should always consult with your GP / physician or a healthcare professional. Do not disregard, avoid or delay obtaining medical or health related advice from your healthcare professional because of something you may have read on the Website, the Course and the Training Materials.
- 9.3. Your use of the Course and the Training Materials is at your sole risk. You are responsible for your own safety while following the Course. You should consult a medical professional before beginning the Course if you have concerns. The Course is not medical advice and does not replace consultation with a qualified healthcare professional. If you experience pain, dizziness, or discomfort, you must stop immediately.
- 9.4. We make no warranties, whether express or implied in relation to the accuracy of the Course and the Training Materials. The Course and the Training Materials are provided on an "as is" and "as available" basis. All warranties, conditions and other

terms implied by law (whether by statute, common law or otherwise) are excluded with regards to the Course and the Training Materials to the extent permitted by law, including but not limited to, implied warranties of non-infringement, compatibility, security, accuracy and completeness.

- 9.5. We and our licensors do not warrant that: a) the Website, the Course and the Training Materials will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Website, the Course and the Training Materials is free of viruses or other harmful components; or d) the results of using the Website, the Course and the Training Materials will meet your requirements.
- 9.6. The information provided on or through the Website, the Course and the Training Materials is for educational and informational purposes only and solely as a self-help tool for your own use. We will not accept any responsibility to any party for the use of the Website, the Course and the Training Materials for any purpose other than training for educational and informational purposes only, including but not limited to the giving of advice by you to any third party. By purchasing and participating in the Course, you confirm that you are voluntarily engaging in movement-based activities, which may carry risks including discomfort, injury, or (in rare cases) more serious consequences. We assume no responsibility or liability for any injury, loss or damage incurred as a result of any use or reliance upon the information and material contained within or downloaded from this Website, the Course and the Training Materials.
- 9.7. You aim to accurately represent the information provided to us on or through our Website. You acknowledge that you are participating voluntarily in using our Website and the Course and the Training Materials and that you are solely and personally responsible for your choices, actions, and results, now and in the future. You accept full responsibility for the consequences of your use, or non-use, of any information provided on or through the Website, the Course and the Training Materials and you agree to use your own judgment and due diligence before implementing any idea, suggestion or recommendation from the Website, the Course and the Training Materials to your life.
- 9.8. We cannot predict and we do not guarantee that you will attain a particular result, and you accept and understand that results differ for each individual. Each individual's results depend on his or her unique background, dedication, desire, motivation, actions, and numerous other factors. You fully agree that there are no guarantees as to the specific outcome or results you can expect from using the information you receive on or through the Website, the Course and the Training Materials.

## **10. LIMITATION OF LIABILITY**

- 10.1. Nothing in these Terms and Conditions shall exclude liability for fraud, or for death or personal injury caused by negligence, or any other liability to the extent that it may not be excluded or limited by law.

- 10.2. We shall not be liable under, or in connection with, these Terms and Conditions or any collateral contract for:
- i. loss of income or revenue;
  - ii. loss of business profits or contracts;
  - iii. business interruption;
  - iv. loss of the use of money or anticipated savings;
  - v. loss of information;
  - vi. loss of opportunity, goodwill, or reputation;
  - vii. loss of, damage to or corruption of data;
  - viii. any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.
- 10.3. Save as otherwise set out in this Clause, our maximum aggregate liability to you for any claims that you may have against us for direct loss in contract, tort or otherwise arising out of or in connection with these Terms and Conditions, the Course and the Training Materials, or any collateral contract and any technical support shall be limited to the amount of the actual Fees which has been paid by you.
- 10.4. As stated above, we will not be held responsible for any delay or failure to comply with our obligations under these Terms and Conditions if the delay or failure arises from any cause which is beyond our reasonable control.
- 10.5. Each provision in this Clause 10 shall be construed separately as between you and us. If any part is held to be unreasonable, inapplicable, or unenforceable, but would be valid if some part thereof was deleted such provision shall apply but with such modification as may be necessary to make it valid and effective.
- 10.6. You agree to defend, indemnify and hold us harmless, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of: a) your use and access of the Website, the Course and the Training Materials in a way not permitted in these Terms and Conditions and b) your breach of these Terms and Conditions.

## **11. INTELLECTUAL PROPERTY**

- 11.1. At all times, we and/or our licensors, remain the owner of the intellectual property in the Course and the Training Materials and Website content. No Course and/or Training Materials and/or Website content, nor any part thereof may be reproduced, stored in a retrieval system or transmitted any form or by any means without our prior written permission.
- 11.2. In consideration of receipt by us of the Fee, we grant to you a non-exclusive, non-transferable and personal licence to access the Website, the Course and use the Training Materials for the sole purpose of the Course.

- 11.3. Save as expressly set out in these Terms and Conditions, you may not modify, copy, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit, make available, disseminate or distribute in any way the Course and/or any of the Training Materials or Website content. You may not modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer any software forming part of the Course or create derivative works based on the whole of or any part, or which incorporate, the Course or the Training Materials into any software program.
- 11.4. Use of the Website, the Course and the Training Materials not expressly permitted in these Terms and Conditions is strictly prohibited and will constitute an infringement of either our copyright or our other intellectual property rights, and/or the copyright or other intellectual property rights of our licensors. We reserve the right to suspend access to the Website, the Course and the Training Materials if we reasonably believe the Course is being shared or misused.

## **12.LINKS TO OTHER WEB SITES**

- 12.1. Our Website may contain links to third-party websites or services that are not owned or controlled by us. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party websites or services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

## **13.GENERAL**

- 13.1. We may update or amend these Terms and Conditions from time to time to comply with the law or to meet our changing business requirements without notice to you. Any updates or amendments will be posted on the Website. When you purchase the Course the terms and conditions in force at the time of that purchase will apply to the contract between you and us.
- 13.2. These Terms and Conditions, together with the documents referred to in it, constitute the entire agreement and understanding between us and supersedes and replaces any other terms and conditions previously published by us and any other understanding, undertaking, representation, warranty, arrangement or statement of any nature whatsoever made by us to you, whether oral, written or otherwise, relating to the subject matter of these Terms and Conditions. In the event of any conflict between these Terms and Conditions and any other documents referred to in these Terms and Conditions and/or on the Website, these Terms and Conditions will override those conflicting provisions in such other documents.

- 13.3. You may not assign or sub-contract any of your rights or obligations under these Terms and Conditions to any third party unless we agree in writing. We may assign, transfer or sub-contract any of its rights or obligations under these Terms and Conditions to any third party at our discretion.
- 13.4. No relaxation or delay by us in exercising any right or remedy under these Terms and Conditions shall operate as a waiver of that right or remedy or shall affect its ability to subsequently exercise that right or remedy. Any waiver must be agreed by us in writing.
- 13.5. If any of these Terms and Conditions are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of these Terms and Conditions shall remain in full force and effect.
- 13.6. Any notices required to be served on you by us under these Terms and Conditions will be deemed properly served if sent via prepaid postage to the postal address, or emailed to the email address you provided. A notice delivered personally is deemed to be given on the day on which it was left at the specified address. A notice sent by post is deemed to be given on the day it was posted as evidenced by the sender. A notice sent by email is deemed to be given on the day it was sent.
- 13.7. The agreement between you and us which is compromised in these Terms and Conditions is not intended to be for the benefit of any third party, and shall not be exercised by any other person under the Contract (Rights of Third Parties) Act 1999 or otherwise.
- 13.8. These Terms and Conditions, and any other matters arising out of or in relation to these Terms and Conditions, are governed by and construed in accordance with the laws of England and Wales. You agree to submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise out of or in connection with these Terms and Conditions.