

## House of Strength and Conditioning Business and Website - Terms and Conditions

This website is owned and operated by Steven House (House of Strength and Conditioning). This document details the terms and conditions under which you may use our website and services offered by us. This website offers visitors information about as well as offering an actual service of strength and conditioning coaching and support online via memberships with House of Strength and Conditioning. Within this document the term 'service' refers to strength and conditioning support offered by House of Strength and Conditioning via the website and other means. By accessing or using the website or our service, you approve that you have read, understood, and agree to be bound by these Terms and Conditions.

In order to use our website and/or receive our services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you. If you seek to benefit from our services and aren't of adequate age, then your parent/legal guardian will need to contact us and process the required documentation.

When partaking/purchasing one of our memberships, products, or services you do so knowing you are responsible for reading and understanding what the service entitles you to. Therefore, by buying such a service or product from us you enter a legally binding contract which commits you to the purchase of such an item or service.

The prices we charge for using our services and/or products are communicated directly or are visible on the website. We reserve the right to change the prices at any time, within our discretion. We reserve the right to additionally charge any supplementary costs on top of a service, this may include taxes, transaction fees or more which can be charged monthly to your payment method. Wherever possible we will notify you of any changes to the costs of our services or products if this shall affect you.

Refunds can only occur at the discretion of House of Strength and Conditioning. If you have taken out a membership with us and wish to cancel it please get in touch

(<u>info@houseofstrengthandcontioning.com</u>) as this can be organised although it is likely we will only be able to cancel future payments not previous ones.

By purchasing or partaking in a service provided by House of Strength and Conditioning you are required to have regular contact with us to receive the service from us. If you fail to adequately communicate or seek our services once membership is purchased, then we do not take responsibility for a lack of content or product. Therefore, in order to receive our services, we require you to actively make contact with us so we can accommodate you and supply such a service.

We reserve the right, without prior notice, to change, limit or stop providing the service or any features of the service we offer at any point. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

The service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of Steven House (House of Strength and Conditioning). Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof. Especially if not for the benefit of something other than the owner or business which would also require a prior additional agreement made and discussed with Steven House.

You recognize and agree that by uploading any content (including, but not limited to designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text and literary works) through any means to the website, you confirm that you own all the relevant rights or received the appropriate license to upload/transfer/send the content. You agree and consent that the uploaded/transferred content may be publicly displayed at the website.

We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time.

Notwithstanding anything to the contrary in the foregoing, with respect to automatically renewed subscriptions to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment.

You agree to indemnify and hold Steven House or House of Strength and Conditioning harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered.

To the maximum extent permitted by applicable law, in no event shall Steven House or House of Strength and Conditioning, be liable for any indirect, punitive, incidental,

special, consequential, or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, Steven House or House of Strength and Conditioning assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When we change the Terms in a material manner, we will attempt to notify you that material changes have been made to the Terms. Your continued use of the website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

You agree to receive from time-to-time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls, WhatsApp communications or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of England, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in England. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

If you require customer support or contact information, please direct these queries to info@houseofstrengthandconditioning.com

These terms and conditions were produced/updated effective from the date detailed below by Steven House (House of Strength and Conditioning).