

## TERMS AND CONDITIONS - LIFT WORKOUT PTY LTD

### 1. About LIFT WORKOUT

1. The Lift Workout fitness and nutrition services are owned by Lift Workout PTY LTD ABN 70 623163 039 ('Lift Workout', 'we', 'our', or 'us').
2. Lift Workout offers a variety of Fitness Products which are promoted via the Website including but not limited to:
  - a. Online Coaching – delivered by email
  - b. The 4- week Home Workouts – delivered by Ebook.
  - c. Personal Training – delivered in person via services.
  - d. 'LIFT' Application Subscription – delivered via APP.
  - e. Fitness workshops and seminars;
  - f. a range of products including apparel, equipment and gift vouchers; and
  - g. access to private Facebook forums for participants in a particular program.
3. The exercise programs and nutritional guides provided by Lift Workout are generic programs based on the goals for fitness or weight loss which you indicate through the APP or the Website and limited personal information you provide. They are guides to fitness and weight loss management.
4. The Face to Face PT sessions will be deemed to have started at the pre-arranged session time. Any lost time due to late arrival will not be made up at the end of the session.
5. After purchasing a Lift Workout APP that is provided on the; Subscriptions automatically renews unless auto-renew is turned off at least 24-hours before the end of the current period. This means your iTunes account will be charged your subscription amount 24 hours before the last day of your 2-week free trial. You can manage your subscription and opt out of auto-renewal in your Account settings after purchase.
6. The Programs do not take into consideration your medical conditions, whether you are pregnant or breastfeeding or any other health or medical issues individual to you. If you suffer from, or may suffer from, a medical condition or health concern, or if you are pregnant or breastfeeding, then it is especially important that you consult your medical practitioner before taking part in a Program.
7. Before starting any exercise or weight loss or reduction program including those supplied by Lift Workout, you should make sure that you are not underweight, that you are physically able to participate in any Program part of a Fitness Product and you must seek advice from

your medical practitioner before starting a Program.

8. Lift Workout does not guarantee any particular outcome as a result of your participation in a Program or use of meal plans or nutrition guides or other Fitness Products.

## 2. **Terms of Use**

1. By registering an Account with us, or using or accessing the APPs and Website you will be acknowledging and agreeing that you:
  - a. have read and understood these terms and conditions and agree to be bound by them;
  - b. consent to the use of your personal information for the purposes set out in these terms.
2. Lift Workout may amend its terms and conditions from time to time and will post its amended terms on the Website and APPs. The date of posting the amended terms on the Website and the APPs will be the date the new terms come into effect and apply to you. Your continued use of the Website and the APPs, Fitness Products and purchase of goods and services from Lift Workout after posting of the amended terms will indicate your acceptance of the amended terms.

## 3. **Privacy**

1. Lift Workout is committed to protecting your privacy.
2. Any personal information you provide to us will be collected for the primary purpose of providing you with access to and use of the Website and participation in Programs and use of Fitness Products.
3. If we are required by law or if necessary for debt collection reasons, your personal information may be disclosed to a third party.
4. Customers consent to the disclosure of their personal information for the Purposes including to overseas recipients.
5. Overseas recipients may include entities providing services to us (including computer servers) based in India or worldwide.
6. We may use SMS and/or email to communicate with you.
7. We may need to contact you to:
  - a. administer accounts and process payments;
  - b. communicate with you regarding any issues affecting your registration on a Program or use of the APPs or Fitness Products;

- c. provide information on services and benefits available to you through the APPs;
- d. provide reminders of Program key dates;
- e. provide you with our periodic newsletters and updates about our services or special offers available to you; and
- f. conduct market research or surveys to improve the services provided by Lift Workout.

#### **4. Suspension or termination of your Account or use of the APP and Website**

1. Lift Workout may suspend or terminate your Account or registration on a Program at any time should it consider that you have breached these terms and conditions or it is otherwise appropriate to do so.
2. Customers may stop using a Program, the APPs and the Website at any time.
3. You can manage your subscription and opt out of auto-renewal in your Account settings after purchase

#### **5. Complaints**

1. Customers may make a complaint about any goods or services supplied by Lift Workout or any other matter concerning Lift Workout by email to [Jess@liftworkout.com.au](mailto:Jess@liftworkout.com.au)

#### **6. Risk Warnings and Disclaimers**

1. You acknowledge and agree that there are patent and obvious risks in undertaking fitness and exercise routines and programs and that whilst taking part in Programs or accessing or using any Fitness Products, including participating in any seminar or personal or group fitness activity. You may be at risk of death or personal injury including broken bones, soft tissue injuries (including injuries to muscles, tendons, ligaments, fascia (connective tissue), nerves, fibrous tissue and blood vessels), joint injuries, heart, lung and breathing problems (and aggravating a pre-existing condition or injury) due to:
  - a. known or unknown health problems or previous injuries;
  - b. pregnancy;
  - c. engaging in activity which is too strenuous for your level of fitness and health;
  - d. tripping or slipping – including over fitness equipment both at home and in a gym; and
  - e. attempting an activity which is beyond your exercise capability.

#### **7. Notice**

1. We may give notice to you by email to your email address in your Account or by written communication to your address as set out in your Account, Customers may give notice to us by email to [Jess@liftworkout.com.au](mailto:Jess@liftworkout.com.au)

## 8. Entire Agreement

1. These terms constitute the entire agreement between Lift Workout PTY LTD and Customers and replaces and supersedes all other prior agreements or undertakings between the parties.

## 9. Your acknowledgements and consents

1. By registering a Membership with Lift Workout in any form, (product, services, APP, included) you acknowledge and agree that:
  - a. you have read and understood these terms and conditions and agree to be bound by them;
  - b. you are responsible for all costs incurred by you with respect to your usage of the Programs, e-books, and APP's on a mobile device including data usage fees and other telecommunications fees;
  - c. you give permission for Lift Workout to disclose your personal information in accordance with these terms and conditions; and

All clients and customers accept all risks and hereby indemnify and release the trainer, their agents, affiliates, employees, members, sponsors, promoters and any person or body directly and indirectly associated with the trainer against all liability (including liability for their negligence and their negligence of others) claims, demands and proceedings arising out of or connected with your participation in this activity.

I have read the above terms and conditions and hereby declare that I fully understand them and will follow them in respect of my agreement at Lift Workout PTY LTD.