



## **FIT MAMA POWERED BY MARI CARMEN FITNESS**

The terms of use that are detailed apply when using FIT MAMA POWERED BY MARI CARMEN FITNESS APP.

To use the FIT MAMA POWERED BY MARI CARMEN FITNESS APP Users (You) confirm to meet the following:

- Users must be over 18 years of age
- Users in the United Kingdom

### **Registering an Account**

Users (You) must register or create a user account, providing all required information in a complete and truthful manner and failure to do so will cause unavailability of the Service or Termination of the account.

Users are responsible for keeping their login details confidential and not share with anyone else.

By registering, you agree to be fully responsible for all activities when using the FIT MAMA POWERED BY MARI CARMEN FITNESS APP.

Users are required to immediately let the owner of the app know if they think their personal information, or login credentials have been stolen.

### **Conditions for account registration**

Registration and creation of an account are subject to the below and by registering, Users (You) agree to meet the following.

- Accounts registered by automated methods i.e., Bots are not allowed
- You must only register one account
- You must not share your log-in details/account with anyone else

## Account Termination

- Users (You) can terminate their account and stop using the App at any time by doing the following:
- Fit Mama Subscriptions by logging into their account via the app and selecting 'cancel subscription' or contacting the owner via the 'contact' button in the app, 8-week clients and monthly online coaching clients to email the owner at [hello@maricarmenfitness.com](mailto:hello@maricarmenfitness.com)

## Account suspension and deletion

If the owner believes there has been inappropriate behaviour or violation of these Terms the owner reserves the right to terminate and block a user's account without notice and the user will not be entitled to any reimbursements for any monies paid.

## Content

All content available on FIT MAMA POWERED BY MARI CARMEN FITNESS APP is owned and provided by the Owner or its partners and all rights are reserved in relation to content. The Owner holds and reserves all intellectual property rights for any such content. Users must not use the owner's content in any way that is not necessary or implicit in the proper use of the Service and users must not copy, download, modify, sell, or edit, the content. available on the FIT MAMA POWERED BY MARI CARMEN FITNESS APP.

The user may download, copy, and share some content that's available for their sole personal use of the app.

## Right of withdrawal

Users may be eligible to withdraw from the contract within 14 days for any reason and without justification. Users are granted a statutory cancellation right under The Consumer Contract Regulations, 2013, to withdraw from contracts entered online (distance contracts) within the specified period applicable to their case, for any reason and without justification. Users that do not fit this qualification, cannot benefit from the rights described in this section.

To exercise the right of withdrawal, Users must send to the Owner notice of their intention to withdraw from the contract. Users must send the withdrawal notice before the withdrawal period expires. The withdrawal period expires 14 days after the day that the contract is entered into unless the User has waived the withdrawal right.

Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, including, if any, those covering the costs of delivery and will be reimbursed no later than 14 days from the day on which the Owner is informed of the User's decision to withdraw from the contract.

The right of withdrawal for Fit Mama subscriptions can be exercised by using the in-app messaging box in the FIT MAMA POWERED BY MARI CARMEN FITNESS app. 8-week clients and online monthly coaching clients can exercise the right of withdrawal by emailing [hello@maricarmenfitness.com](mailto:hello@maricarmenfitness.com)

## Offers and discounts

The Owner may offer discounts or provide special offers for the purchase of Products. Any such offer or discount shall always be subject to the eligibility criteria and the terms and conditions set out in any further terms and conditions relevant to the offer. Offers and discounts are always granted at the Owner's sole discretion.

Depending on the case, discounts or offers shall be valid for a limited time only or while stocks last. If an offer or discount is limited by time, the Owner will make Users aware.

## Ways of payment

Information related to accepted payment methods is made available during the purchasing process.

Payments will be debited each month from the card used upon setting up your account unless the user states otherwise using the Profile Area - Manage Cards. The client uses Stripe a third-party PSP for payments of the Fit Strong Mama programme and Fit Mama monthly coaching (Payment Service Provider) and does not hold any payment and card details on the app. Stripe collects and processes personal data, including identifying information about the devices that connect to its services. Stripe uses this information to operate and improve the services it provides to us, including fraud detection and prevention. You can learn more about Stripe and its processing activities via its privacy policy at <https://stripe.com/privacy>.

All payments for FIT MAMA Powered by Mari Carmen Fitness subscription (£9.99 p/month or £89.99 p/year) are managed through either Google Pay<sup>®</sup> or Apple Pay depending on the device the client uses. If the client makes payment using:

(a) Google Pay<sup>®</sup>, in which case the terms and conditions applicable to Google Pay<sup>®</sup> (including, without limitation, Google's Terms of Service, Privacy Policy and Payments Privacy Notice, all of which can be found at [https://payments.google.com/payments/apis-secure/u/0/get\\_legal\\_document?ldo=0&ldt=googlepaytos&ldl=und](https://payments.google.com/payments/apis-secure/u/0/get_legal_document?ldo=0&ldt=googlepaytos&ldl=und)) shall apply to and be deemed to be incorporated into these terms and conditions; and

(b) Apple Pay, in which case the terms and conditions applicable to Apple Pay (including, without limitation, Apple Pay and Privacy Policy, which can be found at <https://www.apple.com/uk/legal/privacy/data/en/apple-pay/>) shall apply to and be deemed to be incorporated into these terms and conditions.

## Access to external resources

Through the FIT MAMA POWERED BY MARI CARMEN FITNESS App users have access to external resources provided by third-party partners and can access resources through the Shop. Users acknowledge and accept that the Owner has no control over the resources and is not responsible for their content and availability. It is recommended that users check the third parties' own terms and conditions.

## Paid Products

Some of the Products provided as part of the Service are provided based on payment. The fees, duration, and conditions applicable to the purchase of such Products are described below and in the dedicated sections of the FIT MAMA POWERED BY MARI CARMEN FITNESS APP.

To purchase Products, the User must register and have a login.

## Product Description

- Prices, descriptions, or availability of Products are outlined in the relative sections in the FIT MAMA POWERED BY MARI CARMEN FITNESS APP and are subject to change without notice. While Products are presented with the greatest accuracy possible, representation on FIT MAMA POWERED BY MARI CARMEN FITNESS APP through any means (including, as the case may be, graphic material, images, colours, and sounds) is for reference only and implies no warranty as to the characteristics of the purchased Product.

The characteristics of the chosen Product will be outlined during the purchasing process. The purchasing process includes these steps: Users must choose the desired Product and verify their purchase selection.

- After having reviewed the information displayed in the purchase selection,
- Users may place the order by submitting it. When the user submits an order, the following applies: The submission of the order determines the contract conclusion and therefore creates for the User the obligation to pay the price, taxes and possible further fees and expenses, as specified on the order page. In case the purchased Product requires active input from the User, such as the provision of personal information or data, specifications or special wishes, the order submission creates an obligation for the User to cooperate accordingly. Upon submission of the order, Users will receive a receipt confirming that the order has been received. All notifications

related to the described purchasing process shall be sent to the email address provided when signing up to FIT MAMA POWERED BY MARI CARMEN FITNESS. Users are informed during the purchasing process and before order submission, about any fees, taxes, and costs (including, if any, delivery costs) that they will be charged.

- Prices are displayed, either exclusive or inclusive of any applicable fees, taxes, and costs, depending on the section the user is browsing.

### **Waivers:**

- The client acknowledges and agrees that physical activity presents a risk of physical injury, especially if the client has existing injuries or underlying health conditions. Fit Mama powered by Mari Carmen fitness is not liable for any injuries that occurred through physical training within the app. The client is responsible for adapting the physical activity to reflect their level of personal fitness and to account for any injuries or illnesses they may have.
- Any fitness and nutrition information on Fit Mama powered by Mari Carmen fitness should not be taken as medical advice. Fit Mama powered by Mari Carmen fitness does not hold any medical qualifications and cannot diagnose any medical conditions the client may have. All the content on the app is for information purposes only and should not substitute medical advice.
- The client is recommended to consult their doctor to confirm their ability to start the nutrition and fitness programmes delivered within Fit Mama powered by Mari Carmen fitness app especially if the client is at risk of any conditions like heart disease, bad cholesterol, obesity, high blood pressure, chest pain and/or/bone/joint problems.
- Post-natal clients are to only start any fitness and nutrition programme within the app ONLY after a 6-week check and the doctor has signed off the client as safe to exercise.
- If the client is pregnant, it is their responsibility to receive approval from relevant health professionals before the commencement of any programme within the app.
- If a client feels dizzy, faint or experiences shortness of breath during one of Fit mama powered by Mari Carmen fitness app exercises, the client should stop immediately and consult their doctor.
- The client recognises the risk of entering any physical activity and agrees to be solely liable for any physical injury that may occur while entering any workout from Fit Mama Powered by Mari Carmen fitness app.

### **App store**

FIT MAMA POWERED BY MARI CARMEN FITNESS is for sale via a third-party app store. Users must follow the instructions provided on the "Apple App Store" or "Google Play" and read any terms and conditions provided by the third-party app store.

## **Contract duration**

### **Subscriptions (Fit Mama £9.99 p/month or £89.99 p/year)**

These paid subscriptions begin on the day the payment is received/made. To maintain subscriptions, the required recurring fee must be paid in a timely manner. Failure to do so can cause service interruptions or cancellation of the subscription.

All payments for FIT MAMA Powered by Mari Carmen Fitness subscription (£9.99 p/month or £89.99 p/year) are managed through either Google Pay<sup>®</sup> or Apple Pay depending on the device the client uses. If the client makes a payment using:

(a) Google Pay<sup>®</sup>, in which case the terms and conditions applicable to Google Pay<sup>®</sup> (including, without limitation, Google's Terms of Service, Privacy Policy and Payments Privacy Notice, all of which can be found at [https://payments.google.com/payments/apis-secure/u/0/get\\_legal\\_document?ldo=0&ldt=googlepaytos&ldl=und](https://payments.google.com/payments/apis-secure/u/0/get_legal_document?ldo=0&ldt=googlepaytos&ldl=und)) shall apply to and be deemed to be incorporated into these terms and conditions; and

(b) Apple Pay, in which case the terms and conditions applicable to Apple Pay (including, without limitation, Apple Pay and Privacy Policy, which can be found at <https://www.apple.com/uk/legal/privacy/data/en/apple-pay/>) shall apply to and be deemed to be incorporated into these terms and conditions.

At the date of these terms and conditions, and subject to any amendment which may be made by Mari Carmen fitness (as it deems fit, in its sole discretion), the annual fixed term subscription price is reduced to a special launch offer (launch offer is valid for the specified time given on the app) of £69.99 for the first year of subscription and then after the first year of subscription, the annual fixed term subscription price will increase to £89.99.

### **Fixed-term subscriptions (Fit Strong Mama 8-week programme and Fit Mama monthly coaching)**

Paid fixed-term subscriptions start on the day the payment is received/made and the last payment is made for the subscription period chosen. Once the subscription period expires, the Product shall no longer be accessible, unless the User renews the subscription by paying the relevant fee. Fixed-term subscriptions may not be terminated prematurely and shall run out upon expiration of the subscription term. Both these programmes use the third-party payment system stripe. Stripe collects and processes personal data, including identifying information about the devices that connect to its services. Stripe uses this information to operate and improve the

services it provides to us, including fraud detection and prevention. You can learn more about Stripe and its processing activities via its privacy policy at <https://stripe.com/privacy>.

## **Termination**

**Recurring subscriptions may be terminated at any time following the cancellation process via the in-app messaging box in the FIT MAMA POWERED BY MARI CARMEN FITNESS app.**

**Users subscribed to the 8-week or monthly programmes must email and give Mari Carmen Fitness 1 months' notice of termination of the contract**

**hello@maricarmenfitness.com**

## **Service interruption**

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.

Within the limits of law, the Owner may also decide to suspend or terminate the Service altogether. If the Service is terminated, the Owner will cooperate with Users to enable them to withdraw Personal Data or information in accordance with applicable law.

Additionally, the Service might not be available due to reasons outside the Owner's reasonable control.