

TERMS & CONDITIONS AGREEMENT

WELCOME TO OUR WEBSITE!

Pilates with Caitlin welcomes you! We invite you to access and use our Website under these Terms and Conditions. Please read these terms carefully before using our Website.

Last updated: March 8th, 2021

This Terms and Conditions Agreement discloses the Terms and Conditions of www.pilateswithcaitlin.com (hereinafter: the “**Website**”), owned by Pilates with Caitlin, a sole proprietor in the Province of Ontario (hereinafter: the “**Company**”). By accessing or using our Website, you hereby agree to be bound by the Terms and Conditions incorporated herein and to our Disclaimers and Privacy Policy. If you do not expressly agree to all of the Terms and Conditions outlined herein, then please do not access or use our Website.

The material appearing on this Website, is provided as either information about the Company’s self-promotion, blog and/or services and class schedules. The owner of this Website, and its directors, agents, employees and affiliates assume no responsibility or liability for any consequence resulting directly or indirectly from any action or inaction you take based on the information found on, or material linked to, on this Website.

To access or use our Website, you must be 18 years of age or older and have the requisite mental capacity to enter into the Terms and Conditions Agreement. By using this Website, you represent that you are at least 18 years old and agree to be bound by the Terms and Conditions under this Agreement.

1. ACCEPTANCE OF TERMS:

1.1 The following Terms and Conditions Agreement (hereinafter: “**TOC**”) is a legally binding agreement that shall govern the relationship with the Company’s users and others which may interact or interface with the Company, the Website, and the Company’s subsidiaries and affiliates. Your access to and use of this Website signifies your acceptance and agreement of the Terms and Conditions.

2. LANGUAGE:

2.1 The following terminology applies to these Terms and Conditions, Privacy Policy and Disclaimer Notice: “**Client**”, “**User**” “**You**” and “**Your**” refers to you, the person using this Website. “**The Company**”, “**Ourselves**”, “**We**”, “**Our**” and “**Us**”, refers to the Company, “**Party**”, “**Parties**”, or “**Us**”, refers to both the Client and ourselves. Any use of the above terminology or other words in the singular, plural, capitalization, and or he/she/they, are taken as interchangeable and therefore referring to the same.

3. FOR INFORMATIONAL PURPOSES ONLY:

3.1 Any and all information by or on this Website is provided for promotional or informational purposes only and is not to be relied upon as a professional opinion whatsoever. This includes all digital content, including but not exhaustive of, email, blog, podcasts, events, any and all social media, including, but not limited to any and all social media accounts relating to the Company, webinars and other content, whether or not they are available for purchase, as resources or education and/or informational use only. All aforementioned content does not constitute professional advice and is not guaranteed to be accurate, complete, reliable, current or error-free. By using this Website, you accept and agree that following any information or recommendations provided therein and all channels of digital content is at your own risk.

4. COPYRIGHT:

4.1 All materials created by the Company on the Website are protected by copyright laws as original works. The absence of a registered copyright symbol does not mean that such materials are not protected as belonging to the Company.

5. LICENSE OF INTELLECTUAL PROPERTY:

5.1 Unless otherwise stated, the Company and/or its licensors own the property rights for all material on the Website, any digital products sold or downloaded through the Website, as well as any and all materials on accompanying social media platforms. All intellectual property rights are reserved. If we have materials on the Website that you can download, permission is granted to download copies of said materials for personal, non-commercial transitory viewing only.

5.2 This is the grant of a license, not a transfer of title. Under this License the User may access the Website for personal use, but the User may not:

- (i) Modify, copy, republish, reproduce, or redistribute the Website materials;
- (ii) Use the Website materials for any commercial purpose, including but not limited to: sell, rent, sublicense, or use for any public display (commercial or non-commercial);
- (iii) Transfer the Website materials to another person or ‘mirror’ the materials on any other server.

5.3 If such behaviour, as outlined above, is discovered or suspected, this license shall automatically terminate if confirmed as a violation of any of these restrictions. The Company reserves the right to immediately revoke your access to the Website, as well as any programs or materials you may have purchased, without refund, and reserve the right to prosecute any actionable infringement or misuse to the full extent of the law. Upon terminating your viewing of these materials or upon termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

5.4 The Company further reserves the right to request that you remove all links or any particular link thereof, linking to our Website. You accept to immediately remove any and all links upon request.

5.5 Any requests for written permission to use any content posted on this Website must be expressly made before you use any such content, and may be made by sending an email with your written request to: pilateswithcaitlin@gmail.com.

6. LINK TO THIRD PARTY WEBSITES:

6.1 This Website may contain links to third-party websites and/or resources, which are not maintained by or related to us. All such linked websites, materials and pages are not under the control of the Company and the Company is not responsible for the content contained in any linked websites nor for any losses or damages, you may incur as a result of the use of any such website. You acknowledge and agree that the Company is not responsible for the availability of such links, resources and content, and does not endorse, and is not responsible or liable for, any content, advertising, products, services, or other materials made available to or from these linked websites. You understand that the Company accepts no liability, directly or indirectly, for any errors, damages, or omissions contained in third-party websites. The intended purposes of the links provided are to improve your use of the Website, to enable you to connect with the Company on various platforms, and to help the Company offer their services and conduct transactions.

7. SOCIAL MEDIA GUIDELINES:

7.1 The Terms and Conditions of this Website extend to the use of social media platforms as outlined herein and any and all reviews or comments regarding your use of the services, program or information from, on or through the Website. The Company requests you follow and adhere to the following guidelines:

(i) The Company reserves the right to remove, block and/or delete any comments that may be construed as bullying, name-calling, foul language, or contrary to the Website's intended conversation of positivity, education and encouragement.

(ii) By using any and all social media platforms, you verify that all information submitted is accurate and factual. Negative comments and/or complaints posted by you may be construed as claims about the Company and may be subject to legal claims.

(iii) You further agree to privately contact the Company with any concerns or suggestions prior to, and in replacement of, posting publicly.

8. FEEDBACK, COMMENTS AND TESTIMONIALS:

8.1 With your prior permission, you agree that the Company has the right to use your feedback whether in the form of emails, submissions, surveys, comments, discussions on the services and/or product-related forums, calls, or otherwise, for the purpose of marketing or promoting the Company, services and/or products. You understand that any comments posted on this Website or on our social media channels/profiles reflect the views and opinions of that person who made said posts and not the views and opinions of the Company. The Company reserves the right to comment, delete and or edit any comment or posts made on this Website or on our social media channels/profiles.

9. SHARED INFORMATION NOT CONFIDENTIAL OR PRIVILEGED:

9.1 You understand that any information you provide or share with us directly or indirectly, by use of this Website will not be treated as confidential or privileged. Also, any expressed opinion by another user is his or her own and should not be considered as reflecting the opinion of the Company.

10. PURCHASE POLICY:

10.1 If you purchase a program, product or service from us, you may also enter one or more separate Agreement(s) with the Company and will be subject to the terms outlined in the Terms and Conditions and any accompanying agreements (that may include a Waiver of Liability, Terms of Purchase or Private Client Agreement). You agree to be bound by all agreements and abide by the contents therein. All digital products or products/services sold on or through this Website will be subject to the Terms and Conditions and Terms of Purchase.

10.1 You also understand the Company is not responsible for any fees, charges, exchanges rates or additional charges levied by individual financial institutions or Credit Card companies.

11. REFUNDS:

11.1 **CLASSES:** You are able to cancel your classes 24 hours in advance. After 24 hours have passed there will be no refunds of any kind for any classes purchased directly from this Website absent any other Agreement to the contrary.

11.2 **DIGITAL PRODUCTS:** There will be no refunds of any kind for any and all digital products offered by the Company, sold on or through the Website. All sales of this type are complete and final.

11.3 **THIRD PARTY PRODUCTS:** Any products sold through an affiliate or referral code is subject to the refund policies directly relating to that product as outlined on a third party website.

If for any reason you are unsatisfied with the service or product, you can email our customer support team at pilateswithcaitlin@gmail.com and we can help you!

12. RESULTS NOT GUARANTEED:

12.1 The Company may share the successful results arising from use of the Website and/or its pilates classes, products or services. These examples are not to be interpreted as a promise or a guarantee, verbally or in writing, regarding your results of any kind. By accessing the Website, and/or use of the pilates classes, products or services, offered herein, you accept, agree and understand that you are fully responsible for your progress and results from your participation. We do not guarantee that you will get any results using any of our ideas, tools, strategies or recommendations, and nothing on the Website, or in the use of the services and products offered herein, are a promise, warranty or guarantee to you of gaining such results.

13. TESTIMONIALS:

13.1 The Website and extended social media platforms may feature the testimonials from previous clients and/or customers of our products, packages and services. These are intended to provide readers with comments, feedback and information from other's experiences with our pilates classes, products or services. All testimonials are from actual clients, sharing their real, honest opinions and results from their use of the Website, products, packages and services. These testimonials are not to be considered as a guarantee for all Users to expect the same or similar results. Nor do these testimonials guarantee any level of results. The User accepts that by viewing the selected testimonials that the User does not expect the same results, and accepts that results will vary on a case by case basis.

14. MODIFICATIONS AND CHANGES:

14.1 The Company reserves the right, at our sole discretion, to modify, replace or revise the Terms and Conditions for this Website at any time and without notice. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Website after those revisions become effective, you agree to be bound by the revised Terms and Conditions. If you do not agree to the new Terms, please stop accessing our Website. The Company further reserves the rights to modify, suspend or discontinue, whether temporarily or permanently, the services (or any part thereof) or products, for any reason without notice.

15. DISCLAIMER:

15.1 To the fullest extent permitted by applicable law, all information, pilates classes, products or services provided through this Website are provided "as is" and "as available", without warranty or conditions of any kind. We cannot guarantee and do not promise any specific results from use of the Website and any products or services promoted and sold therein. No advice or information, whether oral or written, obtained by you from us shall create any warranty not expressly stated in these Terms and Conditions.

15.2 The User accepts that use of this Website will be at their sole risk. To the fullest extent permitted by law, the Company, and its advertisers, licensors, suppliers, officers, directors, investors, managers, members, partners, affiliates, employees, agents, service providers, and contractors disclaim all warranties, expressed or implied, in connection with your use of the Website, programs, packages or services.

15.3 Further, to the fullest extent permitted by applicable law, the Company makes no warranties or representations about the accuracy, reliability, timeliness or completeness of the Website's content, the content on any Website linked, or information or any other items or materials on the Website or linked to by the Website.

15.4 Further, you understand and acknowledge that while the Company is a Certified Pilates Mat Instructor, the Company is not a certified fitness trainer, medical or health professional, doctor, therapist or any other professional. Nothing on this Website, or in its programs, packages or services, is intended to take the place of a consultation with any professional or as professional advice.

16. LIMITATION OF LIABILITY:

16.1 In no event shall the Company or its affiliates be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) modification, interruption, suspension or discontinuance arising out of the use or inability to view or use the materials or content on the Website, even if the Company has been notified orally or in writing of the possibility of such damage.

16.2 The Company shall not be held responsible for any content that appears on the Website. You agree to protect and defend the Company against all claims that may be interpreted as: libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third-party rights.

16.3 Your decision to visit our Website, use the information contained therein, and purchase products we offer is purely voluntary, and you understand we are not responsible or liable for any harm or damage to you or your business resulting from direct or indirect use of materials or content contained on our Website. You agree to hold the Company harmless from any damages directly or indirectly resulting from your use of Content or Products or Services on our Website or distributed through email, and agree you will not make any claims against us the Company herein.

17. INDEMNITY:

17.1 As a condition of your use of the Website, you hereby release the Company and its directors and affiliates from and against any and all liabilities, expenses (which include legal fees) and damages arising out of claims resulting from/ or arising out of your use of this Website.

18. RELEASE OF CLAIMS:

18.1 The User releases any right to claims against the Company to the maximum extent as permissible under applicable law. The User agrees that under no circumstances will the Company be liable to any party for any type of damages resulting or claiming to result from any use of or reliance on our digital products or content found therein, and the User hereby releases the Company from any and all claims whether known now or discovered in the future.

19. SEVERABILITY:

19.1 If any provision of the Terms and Conditions shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of the Terms and Conditions is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20. GOVERNING LAW:

20.1 Any claim relating to the Company Website shall be governed by the laws of the Province of Ontario without regard to its conflict of law provisions.

21. ENTIRE AGREEMENT:

21.1 The Terms and Conditions and any other legal notices, policies and guidelines of the Company linked to these Terms and Conditions or contained on this Website constitute the entire Agreement between you and the Company relating to your use of this Website and supersede any prior understandings of the Parties regarding such subject matter. This Agreement may not be amended or modified except by the Company.

22. CONTACT: If you have any questions about these Terms, please contact us at: pilateswithcaitlin@gmail.com.

