

DISCLAIMER

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This Disclaimer, along with the Terms and Conditions and Privacy Policy, govern the User's access to, and use of this website, www.pilateswithcaitlin.com (herein: the "**Website**") including any and all content, functionality, and services offered on or through this Website. Through the User accessing and using this Website, either as a paying customer or simply a Website visitor, they agree to be bound by this Disclaimer as outlined by the owner of this Website, owned by Pilates with Caitlin, a Company in the Province of Ontario (herein: "**The Company**").

We highly encourage the User to read this Disclaimer, along with our Terms and Conditions and Privacy Policy, before exploring this Site to ensure they are clear on any and all expectations imposed upon them as a User or paying customer of this Website. By virtue of the User's use of this Website, they will be deemed to have accepted the terms outlined herein.

1. NO GUARANTEES OF EARNINGS OR SUCCESS

1.1 The Company does not make any guarantees of any level of success or potential earnings that the User may obtain resulting from use of the Website, access to free resources and masterclasses or as a paying customer of any products and/or programs. The Company values User success and will provide knowledge and value for them to succeed, but the Company makes no guarantees whatsoever of any level of success or potential earnings from use of the Company Website, products or services.

1.2 The User understands that the Company has not made any guarantees about the results. The Company provides solely educational and informational resources intended to help the User succeed in their endeavours. While the Company makes every effort to ensure that we accurately represent our products and services and their earning potential, through reviews and/or results from previous clients, customers and/or users of our products and services, we do not guarantee similar levels of success or potential earnings and the User or paying customer, accepts the risk and full responsibility of their own levels of success and potential earnings.

1.3 The Website User and/or paying customer understands that reviews/testimonials and/or results from previous clients are exceptional results from users and are used for testimonial and marketing purposes. They are not intended to represent or guarantee that anyone will achieve the same or similar results. The User and/or paying customer further understands that their ultimate success or failure will be the result of their own efforts, particular situation and innumerable circumstances beyond the control and/or knowledge of the Company and/or its Website.

2. FOR EDUCATION AND INFORMATIONAL PURPOSES ONLY

2.1 Any and all information contained on this Website, the resources available for download and any and all social media channels, are for educational and informational purposes only. It is not intended as, and shall not be understood or construed as, professional advice. Regardless of anything to the contrary, nothing available on or through this Website and all social media channels, should be understood as a recommendation that you should not consult with an industry professional on any given matter. The Company expressly recommends that the User seeks advice from a professional where and when necessary and/or applicable.

3. ERRORS AND OMISSIONS

3.1 By accessing this Website and all social media channels, the User accepts that neither the Company nor any of its owners, directors, employees or contractors, shall be held liable or responsible for any errors or omissions on this Website, nor any damages you may suffer as a result of failing to seek competent advice from a professional. The User expressly agrees not to rely upon any information contained in this Website.

4. PERSONAL RESPONSIBILITY OF USER

4.1 By accessing this Website, the User accepts responsibility for the results of their actions. The User agrees to take full responsibility for any harm or damage suffered as a result of the use, or non-use, of the information available on this Website, the resources available for download, any tutorials, products or services available for purchase or on any and all social media channels/profiles.

5. REVIEWS

5.1 The Company may provide a review of products, services or other resources. The Company guarantees all reviews will be based on honest opinions and will disclose the existence of any discount or incentives received in exchange for providing the review. If the User would like more information about any such discount and/or incentive, the User may contact the Company at the following email address: pilateswithcaitlin@gmail.com.

6. SHARING WHAT WE LOVE

6.1 The Company may share reviews of products that we love at the Company's sole discretion, but from time to time, we may participate in affiliate marketing and may allow affiliate links to be included on our Website in exchange for a commission earned when the User or any user clicks or makes a purchase. We promise to only participate in affiliate marketing with products and/or services that we believe provide value to the User and our clients, paying customers and/or following. Anything the Company shares is not professional advice and the Company asks that the User not rely solely on said opinion/s and understand it is at the User's discretion to inform themselves independently if the product and/or service may be of benefit.

6.2 The Company may also offer teachable strategies regarding the use of online social media platforms, other companies programs or courses, technology and/or software's for the benefit to the User and their endeavours, but the User and/or paying customer understands that the Company has no official or registered partnerships with any of the platforms mentioned on this Website or in any programs or masterclass/tutorials unless otherwise explicitly specified.

6.3 The User and/or paying customer understands that they retain the right to choose to work with any company and/or platform mentioned or taught through the Company's programs, products, trainings and/or masterclasses/tutorials and the User further understands it is at their discretion to inform themselves independently if the product and/or service may be of benefit.

7. TESTIMONIALS

7.1 Any and all testimonials, written, photo or video recorded statements, provided for on the Website, or through the Company's products or services, and across social media channels are truthful statements about results obtained by the Company's clients or paying customers. The User and/or paying customers understand that results or any levels of success or potential results are not guaranteed. The Company is extremely proud of our amazing clients who have achieved incredible results, and we have chosen to highlight a sampling of our favourite clients for marketing purposes only.

8. DISCLAIMER

8.1 Any information relating to the classes, services or products on the website or any marketing channels is provided 'as is' and 'as available', meaning it is without any guarantees, representations, or warranties,

including but not limited to warranties relating to quality, fitness for a particular purpose, or expectation of performance. The Participant is choosing to attend the classes, services or products and work with the Company on a purely voluntary basis and does not hold the Company responsible should the Participant become dissatisfied with any portion of the classes, services or products, or unable to complete any portion of the classes, services or products.

8.2 The User acknowledges that for any virtual classes the Company is unable to inspect or approve any fitness equipment utilized in your participation, nor is the Company able to inspect or approve the location the User elects to participate in. For this reason the User agrees that the Company is not and will not be liable for any actions or inaction, or for any direct or indirect result of the services provided for, or in connection with the classes, services or products. By participating, the User understands that you are solely responsible for your own health and well-being through the facilitated classes, services or products offered by the Company.

8.3 The Company is released of any and all liability for any success or failure the User may experience in relation to the information, products and/or services provided for, reviewed by, or advertised on this Website. The User agrees to absolve the Company of any and all liability.

8.4 Further, the User understands and acknowledges 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.

9. LIMITATION OF LIABILITY

9.1 In no event shall the Company be liable for any actions you do or do not take based on the information on this Website or in any products or services sold through the Website. The User and/or paying customer understands that the Company will not be liable for any damages based on your participation of using this Website or through your participation and use of any products or services sold or obtained on or through the Website.

9.2 To the fullest extent permissible by applicable law, the Company, and by extension its owner, and any operators, employees or contractors of the Company will not be held responsible for any form of damages and/or legal claims against it based out of the User's participation in using this Website or through their participation and use of any products or services sold through the Website.

10. INDEMNITY

10.1 As a condition of the User's use of the Website, the User hereby indemnifies 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 or arising from use of this Website.

11. SEVERABILITY

11.1 If any provision of this Disclaimer 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 this Disclaimer 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.

12. GOVERNING LAW

12.1 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.

Contact: Please feel free to connect with the Company to ask us any questions. All communications should be directed to: pilateswithcaitlin@gmail.com.

Thanks so much and we appreciate you reading our Disclaimer!