

TERMS AND CONDITIONS FOR USE

1. DISCLAIMER

1.1. BY ACCESSING THIS WEBSITE AND/OR PLACING AN ORDER, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. USING THIS WEBSITE INDICATES THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THIS WEBSITE.

1.2. The information published on this web site is provided for the convenience of its visitors and you are advised that, although care has been taken to ensure technical and factual accuracy, some errors may occur. No guarantee is given of the accuracy or completeness of information on these pages. Fit Focused shall have no liability arising from the use by any party of the information on this web site and excludes all liability for damages howsoever caused including without limitation any damage which is or represents loss of revenue or profit or failure to achieve any benefit expected from use of this web site, loss of use of any asset, loss of data recorded on any computer or other machine, liability of any user of this web site to any third party, any loss which is otherwise indirect, commercial, economic, special or consequential arising out of or in connection with the use by any party of any information provided on these pages.

1.3. Please be aware that Fit Focused may revise these terms and conditions at any time by updating this posting. You should check this website from time to time to review the then current terms and conditions, because they are binding to you. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages of this Website. If you do not wish to accept any new terms and conditions after we have given notice, you should not continue to use this Website.

2. HEALTH DISCLAIMER

2.1. This Website provides health, general fitness and weight management information applications and content published over the Internet and is intended only to assist users in their personal health and fitness goals. Fit Focused is not a medical organization and our staff cannot give you medical advice or diagnosis. Nothing contained in this Website should be construed as such advice or diagnosis. The information and reports generated by us should not be interpreted as a substitute for doctor or specialist consultation, evaluation, or treatment.

2.2. You are urged and advised to seek medical advice before beginning any health and fitness regime or taking supplements; particularly special need clients, e.g. minors, pregnant women, those suffering with any kind of disease. Such individuals are specifically warned to seek professional medical advice prior to initiating any form of health and fitness regime.

2.3. Fit Focused strongly advises you to consult with your PCP if you have concerns about your health before you sign up with us.

2.4. If you already see your doctor for any condition which requires regular medical checks, and/or if you are taking medicines or drugs prescribed by your doctor and/or if you have been advised to eat a special diet to treat an illness or medical condition, then you must discuss your Fit Focused plan with your doctor before beginning. Examples of such conditions include: diabetes, high blood pressure (hypertension), heart disease, peptic or stomach ulcer, gallstones, kidney stones, and bowel disorders. This list is not exhaustive.

3. SERVICE ACCESS

3.1. While we endeavor to ensure that this Website is normally available 24 hours a day, we will not be liable if for any reason this Website is unavailable at any time or for any period.

3.2. Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

4. WARRANTY

4.1. Fit Focused does not warrant the information on this web site in any way and in particular no warranty is given that the web site or its contents or hypertext links are virus free or uncontaminated. You are advised to make your own virus checks and to implement your own precautions in this respect. Fit Focused excludes all liability for contamination or damage caused by any virus or electronic transmission.

5. PRIVACY AND DATA PROTECTION

5.1. To assist us with improving the service we offer to you, we may ask you to provide us with personal details such as your name, email and postal address and date of birth. This information may be used for direct marketing purposes within Fit Focused and from time to time you may receive direct marketing from us. If at any time you decide you do not want to receive any direct marketing information, please notify info@fitfocused.com and your personal details will be removed from our database as soon as reasonably practicable. Your details will only be passed to our third parties with your consent.

6. VISITOR CONDUCT

6.1. You are prohibited from posting or transmitting to or from this Website any material:

- (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;
- (b) for which you have not obtained all necessary licenses and/or approvals;
- (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the USA or any other country in the world; or
- (d) which is technically harmful (including, without limitation, computer viruses, logic

bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

6.2. You may not misuse the Website (including, without limitation, by hacking).

6.3. We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of clauses 6.1 or 6.2.

7. THIRD PARTIES PRIVACY POLICIES

7.1. We share aggregate, non-personally identifiable information about our users with advertisers, business partners, sponsors, and other third parties. We do not provide any identifiable personal information to any third party for any purpose whatsoever. For example, we provide equal opportunity information as regards our users, but we do not disclose anything that could be used to identify those individuals.

7.2. Our intention is never to use or share personally identifiable information provided to us in ways that are different than the ways described above without also providing you with an opportunity to "unsubscribe" or prohibit such unrelated uses.

7.3. If you have any questions about this privacy statement, the practices of this site, or your dealings with this Web site please contact us in writing at Fit Focused, PO Box 423, Hadlyme, CT 06439.

8. SUBSTITUTE INSTRUCTORS

8.1. Fit Focused is NOT the National Register, or Federation, of Personal Trainers. Fit Focused at times may provide "Alternative Instructors" to cover vacation periods, unexpected emergencies or ill-health. Fit Focused checks that each Trainer:

- has relevant liability insurance cover (min £2m)
- has personal accident insurance
- has the necessary experience

8.2. Once we have checked our "Alternative Instructors" and confirmed their skills and services, Fit Focused accepts no further responsibility for any mal-practice from our registered "Alternative Instructors", we respectfully request our clients draw their attention to each "Alternative Instructor's" individual qualifications and industry body affiliations. If a client has any doubts about the chosen fitness professional they can contact Fit Focused at info@ffitfocused.com and we can find another "Alternative Instructors".

8.4. All "Alternative Instructors" should take pride in showing you their qualification certifications and insurance. Your request to verify these, should you wish, will not be taken as an offence in any way.

If you have a grievance in relation to our company in general or about any of our registered fitness professionals, please contact us in confidence at info@ffitfocused.com

9. ORDERING FROM US

9.1. You are deemed to place an order with us by ordering via our online checkout process.

9.2. For classes of limited availability, which are stated on the website, you must first contact Fit Focused by e-mail to make sure there is still availability before purchasing.

9.3. You will be offered to pay via Google Checkout, cash or check. Please make checks payable to Fit Focused and allow 4 days to clear. Once your payment has been cleared you will have a confirmed place in a class.

9.4. As part of our ordering process, you will be given the opportunity to check your order. Once a class has been purchased there will be no refunds. You should contact Fit Focused to arrange an alternative class should you not be able to attend.

9.5. We may refuse to accept an order:

- (a) where classes have been canceled;
- (b) where we cannot obtain authorization for your payment;
- (c) if your check does not clear
- (d) if there has been a pricing or class description error; or
- (e) if you do not meet any eligibility criteria set out in our terms and conditions.

10. PRICING

10.1. All prices include Sales Tax (where applicable) at the current rates.

10.2 Our prices are reviewed periodically and we reserve the right to change these as and when we choose without notice.

11. CANCELLATION AND RETURNS POLICY

11.1. If you wish to cancel your order made with us on our Website:

(a) you can notify us by email to info@fitfocused.com Fit Focused gives no refunds but customers will be able to make up missed classes at any other Fit Focused class. Make up classes need to be personally arranged via e-mail or phone directly with Fit Focused to ensure availability of space.

(b) Fit Focused reserves the right to cancel any class on school “snow days”. Alternative make up classes will be provided to those customers who have previously paid.

12. CLASS BOOKINGS, GIFT CERTIFICATES AND PERSONAL TRAINING SESSION BOOKINGS

12.1. Your place is confirmed when payment has been received in full.

12.2. If you wish to cancel your **Fit Focused order**, the following terms apply:

(a) Gift Certificates are transferable at anytime but not refundable.

12.3. By making a booking on to one of workout sessions you are deemed to have read

and accepted our cancellation policies

12.4. Fit Focused operates a 24 hour Cancellation Policy for all individual sessions booked with Fit Focused. If you wish to cancel a Personal Training appointment with us you must contact Fit Focused. If you do not cancel within 24 hours of your appointment, unfortunately they must charge you for your session.

12.5. Cancellations via email are accepted as long as the e-mail was sent 24 hrs prior to the session beginning. It is your responsibility to ensure that Fit Focused knows you need to cancel 24 hours in advance.

13. LICENCE

13.1. You are permitted to print and download extracts from this Website for your own use on the following basis:

- (a) no documents or related graphics on this Website are modified in any way;
- (b) no graphics on this Website are used separately from accompanying text; and
- (c) any of our copyright and trade mark notices and this permission notice appear in all copies.

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13.4. Any rights not expressly granted in these terms are reserved.

14. LINKS TO AND FROM OTHER WEBSITES

14.1. The incorporation of any links to other sites does not imply that we approve or endorse the contents of that site or the material available from it and Fit Focused is not responsible for the content of such sites.

14.2. Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.

14.3. If you would like to link to this Website, you may only do so on the basis that you get prior consent from info@fitfocused.com Once consent is granted you may only link on the basis that you do not replicate any pages of this website and that you only link to the page specified by us. Your consent is subject to the following conditions:

- (a) you do not remove, distort or otherwise alter the size or appearance of the Fit Focused

logo;

(b) you do not create a frame or any other browser or border environment around this Website;

(c) you do not in any way imply that we are endorsing any products or services other than our own;

(d) you do not misrepresent your relationship with us nor present any other false information about us;

(e) you do not otherwise use any Fit Focused trade marks displayed on this Website without our express written permission;

(f) you do not link from a website that is not owned by you; and

(g) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

14.4. We expressly reserve the right to revoke the right granted in this clause 14.3. for breach of these terms and to take any action we deem appropriate.

14.5. You shall fully indemnify us for any loss or damage we or any of our “Alternative Instructors” may suffer or incur as a result of your breach of clause 14.3.

15. LIABILITY

15.1 We, any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of our “Alternative Instructors”, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Website or your downloading of any material from this Website or any websites linked to this Website.

15.2 Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence; (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

15.3 If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

15.4 You agree to indemnify us fully, defend and hold us, and our Independent Contractors, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the terms and conditions by you, or your use of this Website, or the use by any other person using your registration details.

16. MISCELLANEOUS

16.1 You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions

16.2 If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.

17. FITFOCUSED PRE-PAY CARD

17.1 Any number of pre-pay classes can be purchased but must be used • within the semester shown on the front of the card.

17.2 No make-up classes outside the Semester dates shown are• allowed and no refunds can be made.

17.3 Pre-pay classes cannot be transferred to group training. •

17.4 As with all Fit Focused classes, pre-pay is only available once a class has • enough fully signed-up clients to be viable. In the case of a class not continuing any balance will be refunded or transferred by agreement between Allison Duxbury and the named holder of the card.

YOUR PRIVACY

Protecting your privacy is extremely important to us. In exchange for your trust, we promise to observe the following principles: We will ask only for the information we need in order to provide the highest level of service to you. We will not release personally identifying information about you except as described below or with your consent. You can update your personally identifying information at any time. If you have any questions after reading our policy, please get in touch with us by using our Contact Page.

YOUR EMAIL ADDRESS

When you sign up for a class, gift card or personal training session your email address is kept confidential. However, the sender of a message is always identified, and the sender's return email address is disclosed. You should be aware that when you send a message you are disclosing your identity and email address, and any information you voluntarily disclose may be used by others to contact you directly.

INFORMATION AND SERVICES

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services or recommendations made available through the Fit Focused site that are provided by partners and other outside sources.

GENERAL DISCLAIMER

Exercise and health are matters that vary from person to person. Viewers of these programs should speak with their own doctors about their individual needs before starting any exercise program. This website is not intended as a substitute for the medical advice and supervision of your personal physician. Any application of the recommendations set forth in the following pages is at the viewer's discretion and sole risk. If you are over 35 or have been inactive for a few years, see your physician before beginning any exercise program. This is especially important if your family has a history of heart disease, high blood pressure, high cholesterol, diabetes, arthritis, obesity, cigarette smoking, or other health conditions. If you have any doubts whatsoever, consult your physician.

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If you don't agree to the terms contained in this Agreement, please exit the Service now.