

Gymcatch Terms of Use

These Terms of Use (**Terms**) comprise:

Section 1: General Terms

Section 2: Additional Terms for Consumers (**Consumer Terms**)

Section 3: Additional Terms for Professionals (**Professional Terms**)

Section 4: Terms for use of Gymcatch.com

Section 5: Gymcatch Code of Conduct

Section 1: General Terms

Gymcatch is a fitness platform comprising app.gymcatch.com, portal.gymcatch.com and the Gymcatch iOS and Android Apps (the “Licensed Application”) developed and operated by the licensor, Gymcatch Limited (“Gymcatch”).

This Section 1: General Terms, applies to all users of the Licensed Application.

1. License

The Licensed Application is licensed, not sold, to You for use only under the terms of this license, Gymcatch reserves all rights not expressly granted to You.

You must be at 18 years of age or older to use the licensed application.

2. Scope of License

This license granted to You for the Licensed Application by Gymcatch is limited to a non-transferable license to use the Licensed Application on any device that You own or control and, for Apple users, as permitted by the Usage Rules set forth in Section 9.b. of the App Store Terms and Conditions (the “Usage Rules”). This license does not allow You to use the Licensed Application on any device that You do not own or control, and You may not distribute or make the Licensed Application available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the Licensed Application. You may not copy (except as expressly permitted by this license and the Usage Rules), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Application, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Licensed Application). Any attempt to do so is a violation of the rights of Gymcatch and its licensors. If You breach this restriction, You may be subject to prosecution and damages. The terms of the license will govern any upgrades provided by Gymcatch that replace and/or supplement the original Licensed Application, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

3. Consent to Use of Data

You agree that Gymcatch may collect and use, personal and technical data, and related information. You confirm that You have read and understood the [Gymcatch Data Privacy Policy](#) (incorporated by reference into this agreement and available in the Licensed Application) and consent to the use of data as described therein. If You do not agree to be bound by all of the terms of this agreement, including those in the [Gymcatch Data Privacy Policy](#), You should not use the Licensed Application.

4. Termination

The license is effective until terminated by You or Gymcatch. Your rights under this license will terminate automatically without notice from Gymcatch if You fail to comply with any term(s) or the spirit of this license, or otherwise create risk or possible legal exposure for Gymcatch. Upon termination of the license, You shall cease all use of the Licensed Application, and destroy all copies, full or partial, of the Licensed Application.

5. Services - Third Party Materials

The Licensed Application may enable access to Gymcatch’s and third party services

(collectively and individually, (**Services**)). Use of Licensed Applications may require internet access and You accept additional terms of service applicable to those Services.

You understand that by using the Licensed Application, You may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, You agree to use Licensed Applications at Your sole risk and that Gymcatch shall not have any liability to You for content that may be found to be offensive, indecent, or objectionable.

Certain Services may display, include or make available content, data, information, applications or materials from third parties ("Third Party Materials") or provide links to certain third party web sites. By using Licensed Applications, You acknowledge and agree that Gymcatch is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. Gymcatch does not warrant or endorse and does not assume, and does not have, any liability or responsibility to You or any other person for any third-party Services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to You.

Location data provided by any Services is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Gymcatch, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of stock information or location data displayed by any Services.

You agree that any Services contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that You will not use such proprietary content, information or materials in any way whatsoever except for permitted use of Licensed Applications. No portion of Licensed Applications may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on Licensed Applications, in any manner, and You shall not exploit Licensed Applications in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use Licensed Applications in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that Gymcatch is not in any way responsible for any such use by You, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that You may receive as a result of using any of Licensed Applications.

In addition, third party Services and Third Party Materials that may be accessed from, displayed on or linked to are not available in all languages or in all countries. Gymcatch makes no representation that such Services and Materials are appropriate or available for use in any particular location. To the extent You choose to access such Services or Materials, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. Gymcatch, and its licensors, reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will Gymcatch be liable for the removal of or disabling of access to any such Services. Gymcatch may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

6. No Warranty

You expressly acknowledge and agree that use of the licensed application is at your sole risk

and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. To the maximum extent permitted by applicable law, the licensed application and any services performed or provided by the licensed application ("services") are provided "as is" and "as available", with all faults and without warranty of any kind, and Gymcatch hereby disclaims all warranties and conditions with respect to the Licensed Application and any services, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. Gymcatch does not warrant against interference with your enjoyment of the Licensed Application, that the functions contained in, or services performed or provided by, the licensed application will meet your requirements, that the operation of the Licensed Application or Services will be uninterrupted or error-free, or that defects in the Licensed Application or Services will be corrected. No oral or written information or advice given by Gymcatch or its authorized representative shall create a warranty. Should the Licensed Application or Services prove defective, you assume the entire cost of all necessary servicing, repair or correction. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to you.

7. Limitation of Liability

To the extent not prohibited by law, in no event shall Gymcatch be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use the licensed application, however caused, regardless of the theory of liability (contract, tort or otherwise) and even if Gymcatch has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to you. In no event shall Gymcatch's total liability to You for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of twenty dollars (US\$20.00) or equivalent amount in your local currency. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose

8. Export

You may not use or otherwise export or re-export the Licensed Application except as authorized by English law and the laws of the jurisdiction in which the Licensed Application was obtained. In particular, but without limitation, the Licensed Application may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Licensed Application, You represent and warrant that You are not located in any such country or on any such list. You also agree that You will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

The Licensed Application and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

9. Sharing Your Content and Information

You own all of the content and information you post on the Licensed Application, and you can control how it is shared through your privacy settings.

For content that is covered by intellectual property rights, including photos and videos, your profile, comments, messages and the events that you host, attend and share (**IP Content**), you specifically give us the following permission, subject to your privacy settings: (i) you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Licensed Application (the **IP License**). The IP License ends when you delete your IP Content or your account unless your content has been shared with others, and they have not deleted it; (ii) when you delete IP Content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (and will be available to others when cached on their device) and that IP Content relating to bookings and attendance will remain in the records of business users for legitimate business purposes such as record keeping; (iii) when you publish IP Content or information using the Public setting, it means that you are allowing everyone on Gymcatch to access and use that information, and to associate it with you; when you publish IP Content using the Community Setting, Gymcatch users in your Network and who use the same businesses as you will be able to access that information and associate it with you; when you publish IP Content using the Network setting, it means that you are allowing anyone in your Network to access and use that information and associate it with you; when you publish IP Content or information using the Private setting, it means that only those people that you select can access and use that information and associate it with you. You agree to be bound by the terms of the [Gymcatch Data Privacy Policy](#).

10. Safety

The safety of our users is our primary concern. Gymcatch wants the Licensed Application to be safe and enjoyable. Gymcatch does its best to keep the Licensed Application safe, but cannot guarantee it. You acknowledge that you have read and agree to the terms of the Gymcatch Code of Conduct (incorporated into this agreement by reference and available to view in the Licensed Application) and includes the following commitments by you: (i) You will not post unauthorized commercial communications (such as spam) on the Licensed Application; (ii) You will not collect users' content or information, or otherwise access the Licensed Application, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission; (iii) You will not upload viruses or other malicious code; (iv) you will not solicit login information or access an account belonging to someone else; (v) you will not threaten, bully, intimidate, or harass any user; (vi) You will not post content that is hate speech, threatening, pornographic, incites violence, or contains nudity or graphic or gratuitous violence; (vii) You will not use the Licensed Application to do anything unlawful, misleading, malicious, or discriminatory; (viii) You will not do anything that could disable, overburden, or impair the proper working or appearance of Gymcatch, such as a denial of service attack or interference with page rendering or other Licensed Application functionality; (ix) You will not facilitate or encourage any violations of this agreement or our other policies; (x) You will adhere to the [Gymcatch Code of Conduct](#).

You are solely responsible for your interactions with other users. You understand that Gymcatch does not conduct criminal background checks or screenings on its users. Gymcatch also does not inquire into the backgrounds of all of its users or attempt to verify the statements of its users. Gymcatch makes no representations or warranties as to the conduct of users or their compatibility with any current or future users. Gymcatch reserves the right to conduct any criminal background check or other screenings (such as sex offender register searches), at any time and using available public records.

11. Governing law and jurisdiction

You will resolve any claim, cause of action or dispute (and any non-contractual obligation arising out of it) you have with us arising out of or relating to these Terms under English law and you agree to submit to the personal jurisdiction of the courts of England and Wales for the purpose of litigating all such claims.

If anyone brings a claim against us related to your actions, content or information on the Licensed Application, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although Gymcatch provides rules for user conduct, it cannot control or direct users' actions on the Licensed Application and is not responsible for the content or information users transmit or share on it. Gymcatch is not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on the Licensed Application. Gymcatch is not responsible for the conduct, whether online or offline, or any user of the Licensed Application.

12. Protecting Other People's Rights

You must respect other people's rights. You agree that at all times when using the Licensed Application: (i) You will not post content or take any action on Gymcatch that infringes or violates someone else's rights or otherwise violates the law; (ii) We can remove any content or information you post on the Licensed Application if Gymcatch believes that it violates these terms or our other policies. If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal; (iii) If You repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate; (iv) You will not use our copyrights or trademarks (Gymcatch and any Gymcatch logo), or any confusingly similar marks, except as expressly permitted by us, in writing; (v) You will not post anyone's identification documents or sensitive financial information on Gymcatch; (vi) You will adhere to our Code of Conduct.

13. Registration and Account Security

Licensed Application users must provide their real names and information. Here are some commitments you make to us relating to registering and maintaining the security of your account: (i) You will not provide any false personal information on the Licensed Application, or create an account for anyone other than yourself without permission; (ii) You will not create more than one personal account; (iii) If we disable your account, you will not create another one without our permission; (iv) You will not use your personal newsfeed primarily for your own commercial gain. If you are a Gym, club or fitness professional you set up a "Gym Account" for such purposes; (v) You will not use the Licensed Application if you are under 18; (vi) You will not use the Licensed Application if you are a convicted sex offender; (vii) You will keep your contact information accurate and up-to-date; (viii) You are responsible for the security of your account. You will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account; (ix) You will not transfer your account to anyone without first getting our written permission; (x) If you select a username or similar identifier for your account we reserve the right to remove or reclaim it if we believe it is appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

14. Assignment

Gymcatch has the right to assign this agreement and its rights under it to any party of its choosing. You have no right of assignment except with express written permission from Gymcatch.

15. Special Provisions Applicable to Users Outside the EEC

The following provisions applies if you interact with Gymcatch outside the EEC: (i) You consent to having your personal data transferred to and processed in the EEC; if you are located in a country embargoed by the United Kingdom or the EEC you will not engage in commercial activities on the Licensed Application. You will not use Gymcatch if you are prohibited from receiving products, services, or software originating from the United Kingdom or European Union.

16. Rewards

Gymcatch Rewards is a feature of the Licensed Application which may be withdrawn, without notice, at any time. Reward points held by You at the time of withdrawal will be lost. You cannot transfer Reward Points into another scheme or exchangeable for a cash equivalent.

The numeric value of points rewarded on Gymcatch Rewards may be changed, by Gymcatch at any time, without notice, at its sole discretion.

The Rewards provided on Gymcatch Rewards are provided by third parties (**Reward Providers**) to Gymcatch users. Gymcatch provides no representation or warranty whatsoever about the products and services available in Gymcatch Rewards. You acknowledge and agree that Gymcatch has no responsibility or liability whatsoever in relation to the redemption, delivery, quality or any of any offers you access through Gymcatch Rewards. Any transaction you enter into in relation to a Gymcatch Reward is solely with the Reward Provider and not with Gymcatch.

Gymcatch endeavours to ensure that the Rewards listed are up to date and available. However you acknowledge and accept that Rewards may be removed from sale at any time without notice and, once activated, may not be redeemable. Gymcatch has no liability whatsoever to you in relation to the unavailability or otherwise of a Gymcatch Reward.

Activating a Gymcatch Reward does not guarantee that you will be able to redeem that reward. Redemption of Gymcatch Rewards is subject to their availability and the terms provided by the Reward Provider.

The Gymcatch Reward system may be terminated without notice. In this event ant accumulated Gymcatch Reward points will cease to exist. You agree to use the Gymcatch Reward system in good faith and not to abuse the system by artificially generating Reward Points.

17. License Grant to Gymcatch

You hereby grant to Gymcatch a worldwide, perpetual, irrevocable, transferable, sub-licensable, royalty-free license (a) to modify, copy, distribute and incorporate into the Licensed Application (without attribution of any kind) any suggestions, enhancement request, recommendations, proposals, correction or other feedback or information provided by you relating to the Licensed Application or Gymcatch's business; and (b) to use your business name(s), trademarks, service marks or logos (collectively, "Your Marks") in connection with providing the Licensed Application and for marketing and promotional purposes in connection with Gymcatch's business.

Gymcatch agrees that any use by Gymcatch of any of Your Marks will inure solely to the benefit and goodwill of your business. Other than those rights specifically granted to Gymcatch herein, all right, title and interest in and to Your Marks are expressly reserved by you.

18. Other

This license is an agreement between You and Gymcatch Limited; (ii) This license (together with the Gymcatch Data Privacy Policy and Gymcatch Code of Conduct incorporated by reference herein) make up the entire agreement between You and the Gymcatch Limited, and supersedes any prior agreements.

If any portion of This license is found to be unenforceable, the remaining portion will remain in full force and effect.

If we fail to enforce any of these Terms, it will not be considered a waiver.

Any amendment to or waiver of This license must be made in writing and signed by us.

Nothing in this license shall prevent us from complying with the law; (ix) This license does not confer any third party beneficiary rights.

Gymcatch reserves all rights not expressly granted to you.

You will comply with all applicable laws when using or accessing The Licensed Application and Licensed Applications.

19. Severability

If any provision of these Terms, or the application thereof under certain circumstances, is held to be invalid or unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms, or the application of such provision under other circumstances, shall remain in full force and effect.

20. Contact

Gymcatch Limited is a private limited company registered in England and Wales with registered number 8545573. Our registered office is at % Bright Grahame Murray, Emperor's Gate, 114a Cromwell Road, Kensington, London, SW7 4AG. Please contact us by email at hello@gymcatch.com.

Section 2: Consumer Terms

1. Professional Service Providers

When booking, paying or otherwise interacting with a business user of Licensed Application (Professional Service Provider) your contractual relationship is with Professional Service Provider and not with Gymcatch.

2. No affiliation to Professional Service Providers

Gymcatch is a booking and engagement platform only Gymcatch no affiliation with the Professional Service Provider whatsoever.

3. No warranty for Professional Service Providers

While we ask service providers using the Licensed Application to confirm that they are entitled to provide the services that they make available to book through the Licensed Application Gymcatch does not carry out checks on their credentials. You accept and acknowledge that it is your responsibility to carry out any due diligence on the service provider before using them. Gymcatch offers no warranty or representation as to their quality, safety, credentials, liquidity, suitability, reputation or any other aspect concerning their business.

4. Professional Service Provider information

All business information available on the Licensed Application is provided by the Professional Service Provider. Gymcatch cannot guarantee this, and accepts no liability whatsoever for any incorrect business information, whatsoever.

5. Booking and payment

When booking, purchasing or otherwise interacting with a Professional Service Provider you accept and acknowledge that your contractual relationship is with the Professional Service Provider and not Gymcatch.

You accept and acknowledge that you will be subject to the terms and conditions of that Professional Service Provider, even if those terms are not accessible through the Licensed Application. You accept and acknowledge that it is your responsibility to understand the terms and conditions of the Professional Service Provider.

Should, a booking, purchase or otherwise interacting result in your dissatisfaction or dispute, you acknowledge and accept that any complaint or dispute should be directed to the Professional Service Provider and not Gymcatch.

You hold Gymcatch harmless in the Event of any dispute arising from the delivery of the service.

When booking or otherwise interacting with a business you agree to do so in good faith and compliance with any terms and conditions communicated to you by the service provider. In particular when booking services through the Licensed Application you do so with the intention of using the services.

6. Payment processing

Gymcatch uses Stripe, a major global payment provider, to process all transactions on the Licensed Application. Gymcatch does not store your payment or card details. You acknowledge and accept that payment-processing errors are not the responsibility of Gymcatch.

7. Cancellation and refunds

When booking an event on the Licensed Application you are contracting with the service provider and not Gymcatch. Your booking is subject to the cancellation policy, terms and conditions provided by the service provider. The service provider is solely responsible for setting out their policy for refunds. If you are unsure of the terms of the cancellation policy provided by the service provider you should check with the service provider before booking.

Refunds, if applicable under the terms and cancellation policy of the Professional Service Provider, have to be made by the Professional Service Provider via their Stripe account. You accept and acknowledge that Gymcatch has no responsibility or liability for any refund that may be owing, nor can Gymcatch compel a refund to be paid or take any action whatsoever in relation to refunds.

All cash payments are made through the Professional Service Provider's Stripe Account.

8. Buying and Paying with Packages

Packages are the mechanism through which you can bulk purchase services from your Professional Service Provider on Gymcatch. When buying Packages, like when buying an individual Event, you are buying directly from Your Professional Service Provider.

Packages can expire before you have had opportunity to use them.

9. Refunds or disputes relating to Packages

Refunds on individual classes and appointments when booking Packages can be provided by Professional Service Provider by crediting You with the relevant number of classes or appointments using the Licensed Application subject to the terms and conditions of the Professional Service Provider. Only the Professional Service Provider can take this action.

When buying a Package you are contracting with the Professional Service Provider and not Gymcatch. Packages are sold subject to certain terms and conditions entered by the Professional Service Provider that are made available to you at the point of sale. If there are no terms and conditions provided you should check with the Professional Service Provider as to their policies. Gymcatch has no responsibility whatsoever for the administration of Packages.

10. Indemnity

You agree to defend, indemnify, and hold harmless Gymcatch from and against any claims, actions or demands, including, without limitation, reasonable legal and professional services fees, arising or resulting from Your breach of these Terms, use, misuse or illegal use of the Licensed Application. Gymcatch will provide You notice of any such claim, suit, or proceeding. Gymcatch reserves the right to assume the exclusive defence and control of any matter which

is subject to indemnification under this section, in which case You agree to cooperate with any reasonable requests to assist Gymcatch's defence of such matter.

Section 3: Business Terms

1. Authority

If You are entering into these Terms on behalf of a company or another legal entity, You represent that You have the authority to bind such entity and its affiliates to these Terms, in which case the terms “You,” “Your” or related capitalized terms herein shall refer to such entity and its affiliates. If You do not have such authority, or if You do not agree with these Terms, You must not accept these Terms and may not use the Licensed Application.

2. Eligibility and warranty

You must offer participatory sport, health or fitness services to Gymcatch users if You wish to use the Licensed Application.

You warrant and represent that you are accredited, qualified, entitled, insured and able to provide the services that You are promoting through the Licensed Application to end users of the Licensed Application safely and legally. You warrant and represent to keep information you provide on the Licensed Application up-to-date and accurate, that you intend to provide all services listed on the Licensed Application in good faith and that you will comply fully and promptly with the cancellation, terms and conditions that you provide Consumers using the Licensed Application.

The Licensed Application may not be used to express support for or interest in a brand, entity (place or organization), or figure. Nor may the Licensed Application be used to create to pass off as, or parody, businesses (whether real or fictional).

3. Availability of the Licensed Application

You acknowledge that there may be interruptions in the Licensed Application. While we use reasonable efforts to keep the Licensed Application available, the Licensed Application, or any component part, may be unavailable from time to time for any reason including, without limitation, routine maintenance.

You understand and acknowledge that due to circumstances both within and outside of our control, access to the Licensed Application may be interrupted, suspended or terminated. You further understand that there may be interruptions in Licensed Application or events on third-party sites, including, but not limited to, Facebook, Twitter, etc., that will affect your use of the Licensed Application and that are beyond our control to prevent or correct. Interruptions in the Licensed Application that are beyond our control shall not serve as a basis to terminate your subscription or demand a full or partial refund of any prepaid fees.

4. Billing

The cost to You for the Licensed Application comprises a monthly subscription (the **Fees**).

You acknowledge that the Fees are subject to change and may increase. We will communicate any changes to the Fees at least one billing cycle before any changes are made. Any changes, including increases, to the Fees will take place automatically for the next billing date.

If you do not wish to pay the revised Fees you must terminate your account before the first billing date of the Revised fees. You acknowledge and accept that if you do not terminate your account you accept the new Fees.

You will be billed monthly around the anniversary of the date that you signed up to the Licensed Application.

If you cancel your subscription to Licensed Application you will still be billed for the current billing month.

If You fail to pay your subscription fee on time, or if Your credit card payment information is entered in error or does not go through for processing and You do not update payment information upon Our request, your entire subscription may be suspended or cancelled.

Even after your subscription is suspended or cancelled, You will still have access to the Web Portal, and you will be able to access your account information to restore your access to Licensed Application by providing a proper billing source. After your subscription is terminated, we will keep your current account settings on file for 90 days. After that time, Gymcatch™ reserves the right to remove such settings from our servers with NO liability or notice to you.

Gymcatch reserves the right to increase the Fees with due notice and to introduce additional fees from time to time.

5. Free Trials

Gymcatch may offer a Free Trials, which waive Licensed Application Fee. Admin Fees will still be payable during Free months. Gymcatch may require that you provide your payment details in order to activate a Free Months.

If you do not inform Gymcatch of your wish to terminate, the your subscription before the end of the Free Month(s), the first day after the end of a Free Month will be the first day of Your elected monthly subscription Gymcatch and your billing day. You will be promptly billed and, if applicable, any trial period will terminate.

No refunds will be provided if You fail to downgrade or terminate your subscription before the end of the Free Trial.

6. Taxes

Gymcatch's charges include, where applicable, VAT. We will invoice You for any Taxes if we believe we have a legal obligation to do so.

7. Booking and payment

When booking, purchasing or otherwise interacting with a Consumer you accept and acknowledge that your contractual relationship is with the Consumer and not Gymcatch.

When a booking is made Gymcatch cannot guarantee that the Consumer will attend or pay for that session. You acknowledge and accept that Gymcatch has no liability to you whatsoever for the non-payment or non-attendance of a Consumer booking through the Licensed Application.

You acknowledge and accept that it is your responsibility to provide the Consumer with valid terms, conditions and cancellation policies.

Should, a booking, purchase or otherwise interacting result in your dissatisfaction or dispute, you acknowledge and accept that any complaint or dispute will be directed to You and not Gymcatch. You agree to hold Gymcatch harmless in the Event of any dispute arising from

the delivery of your services should a Consumer direct any claim at Gymcatch.

When booking or otherwise interacting with a Consumer you agree to do so in good faith and compliance with any regulations, laws or best practices that may apply.

8. Payment processing

Gymcatch uses Stripe, a major global payment provider, to process all transactions on the Licensed Application. Gymcatch does not store your payment or card details. You acknowledge and accept that payment-processing errors are not the responsibility of Gymcatch.

9. Cancellation and refunds

When booking an event on the Licensed Application you are contracting with the service provider and not Gymcatch. Your booking is subject to the cancellation policy, terms and conditions provided by the service provider. The service provider is solely responsible for setting out their policy for refunds. If you are unsure of the terms of the cancellation policy provided by the service provider you should check with the service provider before booking.

Refunds, if applicable under the terms and cancellation policy of the Professional Service Provider, have to be made by the Professional Service Provider via their Stripe account. You accept and acknowledge that Gymcatch has no responsibility or liability for any refund that may be owing, nor can Gymcatch compel a refund to be paid or take any action whatsoever in relation to refunds.

All cash payments are made through the Professional Service Provider's Stripe Account.

10. Buying and Paying with Packages

Packages are the mechanism through which you can sell your services in bulk on Gymcatch. When selling Packages, like when selling an individual Event, you are selling directly to Consumers.

11. Refunds or disputes relating to Packages

Packages must have terms and conditions. Refunds on individual classes and appointments when booking with Packages can be provided by You by crediting a Consumer with the relevant number of classes or appointments using the Licensed Application subject to your terms and conditions. Only You can take this action.

When buying a Package you are contracting with the Professional Service Provider and not Gymcatch. Packages are sold subject to certain terms and conditions entered by the Professional Service Provider, which are made available to you at the point of sale. If there are no terms and conditions provided you should check with the Professional Service Provider as to their policies. Gymcatch has no responsibility whatsoever for the administration of Packages.

12. Unsatisfactory Service levels

In the event that Gymcatch receives reports of unsatisfactory service levels from Consumers relating to Your service, Gymcatch reserves the right to terminate your account without notice at its sole discretion.

13. Use of the Licensed Application

You are responsible for all information, data, text, messages or other materials that You post or are otherwise transmitted via Licensed Application.

When You create Administration Accounts, Staff Accounts or give a user Affiliate Account status, you are responsible for their activity on Licensed Application.

You are responsible for maintaining the confidentiality of Your login and account, and are fully responsible for any and all activities that occur under Your login or account.

You agree and acknowledge that Your Administrator Account login may only be used by one (1) person, and that You will not share a single login among multiple people.

You may create additional Administrator Logins for as many people as Your plan allows. Additional monthly subscription fee is payable per additional Administrator Account.

If you cancel any additional Administrator Accounts during a subscription cycle You will not be entitled to a refund. This applies even if you cancel any Administrator Accounts prior to being charged for them.

You agree that You will not sell, trade or otherwise transfer Your login or account to another party and that you will not, unless otherwise specifically agreed to in writing by Gymcatch, charge anyone for access to any portion of Licensed Application, or any information therein. You agree that you are responsible for anything that happens through your account until you cancel your subscription and close your account or prove that your account security was compromised due to no fault of your own.

You will abide by the Gymcatch Code of Conduct.

14. Changes to the Licensed Application

Gymcatch reserves the right change the nature and the functionality of Licensed Application. This may include creating new functionality at additional cost or making existing functionality chargeable.

15. Cancellation and termination

You may cancel your account with Gymcatch™ at any time; however, unless Gymcatch is in breach of this Agreement and does not cure said breach within thirty (30) days of receiving written notice from You of an actual breach, identifying specifically the nature of the breach, You are not entitled to any refunds.

We may suspend or cancel Your account without notice or refund to You if you violate this Agreement. If your account is cancelled, Gymcatch™ reserves the right to remove Your account information along with any account settings from our servers with NO liability or notice to You.

Once Your account information and account settings are removed, You will not be able to recover this data and You will lose access to all of Your content (except that content stored/published to third-party websites, that data will remain on said third-party websites pursuant to those website's terms and conditions). If You cancel Licensed Application before the end of Your current paid-up subscription period, Your cancellation will take effect immediately and You will not be charged again.

Gymcatch reserves the right to modify or discontinue, temporarily or permanently, Licensed Application (or any part thereof) and (ii) refuse any/all current and future use of Licensed

Application, suspend or terminate your account or any part thereof (or Your use of Licensed Application), and remove and discard any of Your content within Licensed Application if We believe that You have violated these Terms.

Gymcatch™ will use all reasonable efforts to contact You directly via email to warn You prior to suspension or termination of Your account. Any suspected fraudulent, abusive, or illegal activity may be grounds for immediate termination of Your use of Service, and may be referred to law enforcement authorities. Gymcatch shall not be liable to You or any third party for any modification, suspension or discontinuation of Licensed Application.

16. Disclaimer

We do not monitor content published through Licensed Application and We are not responsible for content published through Licensed Application. Notwithstanding the foregoing, Gymcatch reserves the right to delete, move, or edit messages or materials, including, but not limited to, advertisements, public postings, and messages, that we, in our sole discretion, deem necessary to be removed.

17. Indemnity

You agree to defend, indemnify, and hold harmless Gymcatch from and against any claims, actions or demands, including, without limitation, reasonable legal and professional services fees, arising or resulting from Your breach of these Terms, use, misuse or illegal use of the Licensed Application. You indemnify Gymcatch against any claim that may arise against Gymcatch by a Consumer for reasons concerning the delivery of Your services that have been marketed or transacted in the Licensed Application. Gymcatch will provide You notice of any such claim, suit, or proceeding. Gymcatch reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section, in which case You agree to cooperate with any reasonable requests to assist Gymcatch's defense of such matter.

18. Amended Terms

These Terms supersede prior versions of these Terms. Notwithstanding the foregoing, We may amend these Terms from time to time, in which case the new Terms will supersede prior versions. We will notify You of such changes and direct You to the latest version. Upon notice of modification of these Terms, except such modifications required by law, You may notify us within two weeks of Our sending You notice of the amended Terms that You are exercising Your right to terminate Your subscription to the Licensed Application. Upon termination of your Subscription under this Section, any prepaid fees will be prorated and returned to You.

Section 4: Terms of Use for www.gymcatch.com

Gymcatch.com is owned and operated by Gymcatch Limited, a company registered in England and Wales with registered number 8545573. Our registered office is: care of Bright Grahame Murray Emperor's Gate, 114a Cromwell Road, Kensington, London, SW7 4AG.

Visitors to this web site are bound by the following terms and conditions so please read these carefully before going on. For the purposes of these terms and conditions, "this web site" means the [gymcatch.com](http://www.gymcatch.com) web site.

Disclaimer

All information or advice provided as part of this web site is intended to be general in nature and you should not rely on it in connection with the making of any decision. Gymcatch Limited tries to ensure that all information provided as part of this web site is correct at the time of inclusion on the web site but does not guarantee the accuracy of such information. Gymcatch Limited is not liable for any action you may take as a result of relying on such information or advice or for any loss or damage suffered by you as a result of you taking this action.

Gymcatch Limited reserves the right to monitor any information transmitted or received through this web site.

Terms and Conditions

This web site contains material including text, photographs and other images and sound, which are protected by copyright and/or other intellectual property rights. All copyright and other intellectual property rights in this material are either owned by Gymcatch Limited or have been licensed to it by the owner(s) of those rights so that it can use this material as part of this web site.

This web site also contains trademarks, including the mark Gymcatch. All trademarks included on this web site belong to Gymcatch Limited or have been licensed to it by the owner(s) of those trademarks for use on this web site.

You may:

- access any part of the web site;
- print off one copy of any or all of the pages for your own personal reference.

You may not:

- copy (whether by printing off onto paper, storing on disk, downloading or in any other way), distribute (including distributing copies), broadcast, alter or tamper with in any way or otherwise use any material contained in the web site except as set out under "You may". These restrictions apply in relation to all or part of the material on the web site;
- remove any copyright, trade mark or other intellectual property notices contained in the original material from any material copied or printed off from the web site;
- link to this web site;

without our express written consent.

If you wish to provide a hypertext or other link to this web site, please obtain our consent in advance.

Changes to Terms and Conditions

Gymcatch Limited may change the terms and conditions and disclaimer set out above from time to time. By browsing this web site you are accepting that you are bound by the current terms and conditions and disclaimer and so you should check these each time you revisit the site.

Changes to/ operation of Web Site

Gymcatch Limited may change the format and content of this web site at any time.

Gymcatch Limited may suspend the operation of this web site for support or maintenance work, in order to update the content or for any other reason.

Gymcatch Limited reserves the right to terminate access to this web site at any time and without notice.

Data Protection

Personal details provided to Gymcatch Limited through this web site will only be used in accordance with our privacy policy. Please read this carefully before going on. By providing your personal details to us you are consenting to its use in accordance with our privacy policy.

Jurisdiction

These terms and conditions are governed by and to be interpreted in accordance with English law and in the event of any dispute arising in relation to these terms and conditions or any dispute arising in relation to the web site whether in contract or tort or otherwise the English courts will have non-exclusive jurisdiction over such dispute.

Section 5: Code of Conduct

This Code of Conduct will help you understand what type of expression is acceptable, and what type of content may be reported and removed. Gymcatch also reserves the right to remove any individual or organisation from the Gymcatch community if we believe that you have breached our Code of Conduct.

Violence and Threats

Safety is Gymcatch's top priority. We remove content and may escalate to law enforcement when we perceive a genuine risk of physical harm, or a direct threat to public safety. You may not credibly threaten others, or organize acts of real-world violence.

Organizations or individuals with a record of terrorist, violent or sexual criminal activities are not allowed to maintain a presence on Gymcatch.

We also prohibit promoting, planning or celebrating any of your actions if they have, or could, result in financial harm to others, including theft and vandalism.

Self-harm and drug abuse

Gymcatch takes threats of self-harm very seriously. We prohibit any promotion or encouragement of self-mutilation, eating disorders or hard drug abuse.

Gymcatch also prohibits the promotion or encouragement of performance enhancing drugs without appropriate medical, health and safety licensing, advice and guidance.

Bullying and Harassment

Gymcatch does not tolerate bullying or harassment. We allow users to speak freely, but review all reports of abusive behaviour directed at private individuals. Repeatedly targeting other users with unwanted network requests or messages is a form of harassment.

Hate speech

Gymcatch does not permit hate speech, but distinguishes between serious and humorous speech. We do not permit individuals or groups to attack others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability or medical condition.

Graphic Content

When people share any content, we expect that they will share in a responsible manner. Graphic images shared for sadistic effect or to celebrate or glorify violence have no place on our site.

Nudity and Pornography

Gymcatch has a strict policy against the sharing of pornographic content and any explicitly sexual content. We also impose limitations on the display of nudity.

Identity and Privacy

On Gymcatch people connect using their real names and identities. We ask that you refrain from publishing the personal information of others without their consent. Claiming to be another person, creating a false presence for an organization, or creating multiple accounts undermines community and violates Gymcatch's terms.

Intellectual property

Before sharing content on Gymcatch, please be sure you have the right to do so. We ask that you respect copyrights, trademarks, and other legal rights.

Regulated Goods

It is not permitted to complete transactions involving regulated goods on our platform. If you post an offer involving firearms, alcohol, tobacco, or adult products, we expect you to make sure you're following all applicable laws and consider carefully the audience for that content. If you are using a Gym to connect with your customers and other audiences, you need to abide by our Gym Terms.

Phishing and Spam

We take the safety of our members seriously and work to prevent attempts to compromise their privacy or security. We also ask that you respect our members by not contacting them for commercial purposes without their consent.

Security

We take the safety of our members seriously and work to prevent attempts to compromise their privacy or security, including those that use fraud or deception. Additionally, we ask that you respect our members by not contacting them for commercial purposes without their consent.

Reporting

We take your safety and your enjoyment of Gymcatch very seriously. If you see something on Gymcatch that you believe violates our Code of Conduct or Terms of Use, you should report it to us. Please keep in mind that reporting a piece of content does not guarantee that it will be removed from the site but a member of our team, a real person, investigates every Report that we receive.

We treat all Reports anonymously, the user that you Report will not be informed that you have reported them.

But to do this we need your help.

The Report function should only be used for specific and serious breaches of our [Terms of Use]. As with all communities, Gymcatch users may do things that other users not like or approve of. This doesn't mean that a user should be removed from the community. In the Gymcatch community, the Block function will normally be the best way to avoid contact with a user that you don't want to interact with.

Please don't be tempted to make a Report as a joke or for any frivolous or vexatious reason. Not only will this distract our team from investigating genuine [Reports], but making False Reports is itself a breach of our Terms of Use and can result in your account being de-activated.

To report a user, we need you to tell us which of our Terms of Use or Code of Conduct this user has breached. Please read the list below and the associated sections in our Terms of Use to fully understand how we interpret those breaches. Please be sure that the behaviour that you are reporting breaches our Terms of Use. If you believe that this user should be reported, please tick the reason(s) from the list.

Because of the diversity of our community, it's possible that something could be disagreeable or disturbing to you without meeting the criteria for being removed or blocked. For this reason, we also offer personal controls over what you see, such as the ability to hide or quietly cut ties with people or organisations that offend you.