Medical Disclaimer

Policies · https://thesixpackrevolution.com/docs/medical-disclaimer/

THE SIX PACK COACH LIMITED (“the Website”)

Updated as at 10 August, 2017
Version v1.2

GENERAL
1. The Six Pack Coach Limited (“the Company”), located at ‘www.thesixpackcoach.co.uk’, ‘www.thesixpackrevolution.co.uk’ and ‘www.thesixpackrevolution.com’ (“the Website”) and provides The Six Pack Revolution (“the Programme”) to its customers, making it a general fitness advice provider.

2. The Company is not, inter alia, medical professionals and in no event whatsoever is the Company claiming to be, without limitations, medical professionals or medical practitioners.

3. The contents on the Website or the Programme are not, without limitations, medical advice and/or professional advice and should not be construed and/or considered to be.

4. No medical advice

4.1 The Website or the Programme may contain general medical information.

4.2 In the event that any information on the Website or the Programme relates to, without limitations, any health and/or medical suggestions to be provided / advertised by any of the medical professionals / testimonials and/or otherwise (as the case may be), in no circumstances should such content be construed and/or an attempt to be considered for the use of diagnose, treatment, cure or prevention of any conditions, health problems or illnesses.

4.3 You are specifically reminded and advised to contact your primary care physician for specific treatment and care.

5. No warranties

5.1 The general medical information on the Website or the Programme is provided without any representations or warranties, express or implied.

5.2 Without limiting the scope of Section 5.1, we do not warrant and/or represent that the medical information on the Website or the Programme:

(a) will be constantly available, or available at all; or

(b) is true, accurate, complete, current or non-misleading.

6. Medical assistance

6.1 You must not rely on the information on the Website or the Programme as an alternative to medical advice from your doctor or other professional healthcare provider.

6.2 If you have any specific questions about any medical matter, you should consult your doctor or other professional healthcare provider.

6.3 If you think you may be suffering from any medical condition, you should seek immediate medical attention.

6.4 You should never delay seeking medical advice, disregard medical advice or discontinue medical treatment because of information on the Website or the Programme.

7. Interactive features

7.1 The Website or the Programme may include interactive features that allow users to communicate with us.

7.2 You acknowledge that, because of the limited nature of communication through the Website's or the Programme’s interactive features, any assistance you may receive using any such features is likely to be incomplete and may even be misleading.

7.3 Any assistance you may receive using any of the Website's or the Programme’s interactive features do not constitute specific advice and accordingly should not be relied upon without further independent confirmation.

CONTENTS ON THE WEBSITE

8. All information contained, posted and/or displayed on the Website or the Programme is for information purposes only and is not and should not be in any way construed or interpreted as medical advice.

9. The Company is not and will not be liable, either expressly or in an implied manner, and is not responsible for any physical and/or emotional problems that may and/or could occur from any of the information on the Website.

DISCLAIMER OF WARRANTIES

10. You agree that use of the Website or the Programme is at your sole risk. All information and content are provided on an "as is" and "as available" basis.

11. The Company, its affiliates, agents and licensors cannot and do not warrant the accuracy, completeness, correctness, non-infringement, merchantability, or fitness for a particular purpose of the information, materials and/or content available through the Website or the Programme.

12. The Company does not guarantee the Website or the Programme to be error- free, secure, continuously available or free of viruses or other harmful components.

13. You also agree that if you rely on any data or information obtained through the Website or the Programme, you do so at your own risk. You are solely responsible for any damage or loss that results from your use of any material and/or data.

14. The Company and the contents and/or information on the Website or the Programme are provided with the understanding that neither the Company nor its users, while such users are participating in the sites, are engaged in rendering legal, medical, counselling or other professional services or advice. The contents and/or information on the website are not substitute for professional services or advice.

15. The Company its affiliates, agents, and licensors make no warranty regarding any goods or services referred to, advertised on, or obtained through the Websites or the Programme including without limitations, references to websites, other than those express warranties the Company itself specifically makes.

LIMITATION OF LIABILITY

16. Under no circumstances will the Company or its affiliates, agents or licensors be liable to you or anyone else for including but not limited to any loss and/or damages arising out of your use of any of the Website or the Programme, including, without limitation, liability for consequential, special, incidental, indirect, or similar damages, even if we are advised beforehand of the possibility of such damages.

17. Without prejudice to Clause 16 herein, nothing in this disclaimer will :-

(a) limit or exclude any liability for death or personal injury resulting from negligence;
(b) limit or exclude any liability for fraud or fraudulent misrepresentation;
(c) limit any liabilities in any way that is not permitted under applicable law; or

(d) exclude any liability that may not be excluded under applicable law.

THIRD PARTY LIABILITY

18. By using the Website or the Programme, you agree and consent that any loss and/or damages arising out of or in connection to, without limitation to the negligence, fault, mistake, misrepresentation and/or fraud of any third party and/or any services provided to you by the third party is the responsibility and liability of the individual and/or group of third party, and you hereby agree that you will only claim against and seek relief against the third party and the Company will be free of any liability/responsibility whatsoever.

INDEMNIFICATION

19. In the event that the Company becomes a party to the third party proceedings, you agree to indemnify, defend and hold harmless, without limitations, the Company, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of without limitations, the negligence, fault, mistake, misrepresentation and/or fraud of the third party medical professional(s) and/or any services provided to you by the third party medical professional(s).

Effective as of 11 August, 2017
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