Terms and Conditions

Policies · https://thesixpackrevolution.com/docs/terms-and-conditions/

TERMS OF — USE and SERVICE of
THE SIX PACK COACH LIMITED (“the Website”)

Updated as at 5 February 2023
Version v1.4

1. Welcome to The Six Pack Coach Limited (“the Company”).

2. The Website is comprised of various web pages operated by the Company and is offered to you conditioned on your acceptance without modification of the terms, conditions and notices contained herein (“the Terms”). Your use of the Website constitutes your agreement to all such Terms. Please read these terms carefully and keep a copy of them for your reference.

3. The Company at ‘www.thesixpackcoach.co.uk’, ‘www.thesixpackrevolution.co.uk’ and ‘www.thesixpackrevolution.com’ (“the Website”), which provides The Six Pack Revolution (“the Programme”) to its customers and is a provider of general fitness advice.

PRIVACY
4. Your use of the Website or the Programme is subject to the Company’s Privacy Policy. Please review our Privacy Policy, which also governs the Website or the Programme and informs users of our data collection practices.

ELECTRONIC COMMUNICATIONS
5. Visiting the Website or the Programme, signing up for an account, subscribing to the Company and/or sending emails to the Company constitute electronic communications. You consent to receive electronic communications and you agree that all agreements, notices disclosures and other communications that we provide to you electronically via email and/or on the Website satisfy the legal requirement that such communications be in writing.

6. The Company does not knowingly collect either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use the Website only with permission of a parent or guardian.

YOUR ACCOUNT

7. If you use the Website or the Programme, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity.

8. You acknowledge that the Company is not responsible for third party access to your account that results from theft or misappropriation of your account.

9. The Company and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

10. In the event that you would like to remove your account with the Company, you are hereby advised to send us an email at ‘info@thesixpackrevolution.com’ with your request stated therein. Upon receiving your request, we will process the same as soon as practicable. The removal of your account/profile with the Company will take effect upon the Company providing you with confirmation of the same.

SOCIAL MEDIA

11. You must be at least 18 years old to interact with any content on any of the Company’s Social Media Sites.

12. As a guest posting content to any of the Company’s Social Media Site on the internet, you agree that you will not: violate any local, state, federal and international laws and regulations, including but not limited to copyright and intellectual property rights laws regarding any content that you send or receive via this Policy; transmit any material (by uploading, posting, email or otherwise) that is unlawful, disruptive, threatening, profane, abusive, harassing, embarrassing, tortuous, defamatory, obscene, libellous, or is an invasion of another’s privacy, is hateful or racially, ethnically or otherwise objectionable as solely determined in the Company’s discretion; impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; transmit any material (by uploading, posting, email or otherwise) that you do not have a right to make available under any law or under contractual or fiduciary relationships; transmit any material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising (including advertising of third party services or products), promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation; transmit any material (by uploading, posting, email or

otherwise) that contains software viruses, worms, disabling code, or any other malicious computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent; or to share confidential pricing information of any party.

13. By posting any content on any the Company's Social Media Site, you grant to the Company the irrevocable right to reproduce, distribute, publish, and display such content and the right to create derivative works from your content, edit or modify such content and use such content for any the Company's purpose.

14. You expressly acknowledge that you assume all responsibility related to the security, privacy, and confidentiality risks inherent in sending any content over the internet. The Company does not control third-party sites and the internet over which you may choose to send confidential or personal information; therefore the Company does not make any warranties, express or implied, against interceptions or compromises to your information.

15. You may not provide any content to an the Company's Social Media Site that contains any product or service endorsements.

16. The Company is a nonpartisan organization. In furtherance of that policy, you may not provide any content to an the Company's Social Media Site that may be construed as (a) lobbying for or against any legislation or legislative proposal, (b) a solicitation of contributions for any persons, entity or cause, or (c) a statement for or against any political candidate for public office. In addition, you may not link to any sites of political candidates or parties or use the Company's Social Media Site to discuss political campaigns. The Company's policy is to scrupulously comply with all antitrust laws, and all users of this site are cautioned to guard against activity that could be construed as a violation of the antitrust laws. Do not post any material that:

a. references specific fees charged or paid for professional services.
b. discusses prices, discounts, terms or conditions of sale and other price or cost-related items.
c. addresses salaries or terms of employment.
d. attempts to allocate markets.
e. includes information that could otherwise be construed to impose a restraint on trade and inhibit free and fair competition.

17. The Company reserves the right to remove any content in violation of this policy or that is otherwise objectionable, as well as to take steps to block access by any person violating this

policy.

LINKS TO THIRD PARTY SITES

18. The Company may contain links to other website (“Linked Sites”). The Linked Sites are not under the control of the Company and the Company is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or update to a Linked Site. The Company is providing these links to you only as a convenience and the inclusion of any link does not imply endorsement by the Company of the site or any association with its operators.

NO UNLAWFUL OR PROHIBITED — USE / INTELLECTUAL PROPERTY

19. You are granted a non-exclusive, non-transferable, recoverable license to access and use of the Website strictly in accordance with these terms of use. As condition of your use of the Website, you warrant to the Company that you will not use the Website for any purpose that is unlawful or prohibited by these Terms.

20. You may not use the Website in any manner which could damage, disable, overburden, or impair the Website or interfere with any other party’s use and enjoyment of the Site. You may not obtain or attempt to obtain any material or information through any means not intentionally made available through the Website.

21. All content included herein, such as inter alia, text, graphics, logos, images, videos, as well as the compilation thereof, and any software used on the Website, is the property of the Company and/or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

22. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Website.

23. The Company content is not for resale.

24. Your use of the Website or the Programme does not entitle you to make any unauthorised use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of the Company and

the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of the Company or our licensors except as expressly authorised by these Terms.

INTERNATIONAL — USERS

25. All information and content on the Website or the Programme are controlled, operated and administered by the Company from our offices within the UK. If you access the information and content from a location outside the UK, you are responsible for compliance with all local laws.

26. You agree that you will not use the Company Content accessed through the Website or the Programme in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

INDEMNIFICATION

27. 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 your use of or inability to use the Website or the Programme, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations.

28. The Company reserves the right, at its own cost, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defences.

LIABILITY DISCLAIMER

29. The information, software, products and services included in or available through the site may include inaccuracies or typographical errors. Changes are periodically added to the information herein. The Company and/or its suppliers may make improvements and/or changes in the Website at any time.

30. The Company and/or its suppliers make no representations about the suitability, reliability, availability, timeliness and accuracy of the information, software, products, services and related graphics contained on the site for any purpose to the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided "as is" without warranty or conditions of any kind. The Company and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a

particular purpose, title and non-infringement.

31. To the maximum extent permitted by applicable law, in no event shall the Company and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the site, with the delay or inability to use the site or related services, the provision of any failure to provide services, or for any information, software, products, services and related graphics obtained through the Website, or otherwise arising out of the use of the Website, whether based on contract, tort, negligence, strict liability or otherwise, even if the Company or any of its Suppliers has been advised of the possibility of damages.

32. The above limitation may not apply to you. If you are dissatisfied with any portion of the Website, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Website.

TERMINATION / ACCESS RESTRICTION

33. The Company reserves the right, in its sole discretion, to terminate your access to the Website and the related services of any portion thereof at any time, without notice.

a. The Six Pack Coach Ltd reserves the right to remove any participant from the programme who is found negatively impacting fellow participants. Such removal will be at the sole discretion of The Six Pack Coach Ltd Management Team and no discussion shall be entered into with the participant in question.

JURISDICTION

34. To the maximum extent permitted by law, this Agreement is governed by the English law and you hereby consent to the exclusive jurisdiction and venue of courts in the courts of England and Wales in all disputes arising out of or relating to the use of the Website. In the event that you are a resident of Northern Ireland or Scotland (as the case may be), you may bring proceedings in your respective jurisdiction. Use of the Website is unauthorised in any jurisdiction that does not give effect to all provision of these Terms, including, without limitation, this section.

SEVERABILITY

35. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including but not limited to the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision and the

remainder of the Agreement shall continue in effect.

ENTIRE AGREEMENT

36. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and the Company with respect to the Website or the Programme and it supersedes all prior contemporaneous communication and proposals, whether electronic, oral or written between the user and the Company with respect to the Website. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this Agreement and all related documents be written in English.

CHANGES TO TERMS

37. The Company reserves the right, in its sole discretion, to change the Terms. The most current version of the Terms will supersede all previous versions. The Company encourages you to periodically review the Terms to stay informed of our updates.

CONTACT

38. The Company welcomes your questions or comments regarding the foregoing Terms.

You may contact us at www.thesixpackrevolution.com. You may also reach us at info@thesixpackrevolution.com

Version v1.4