

Date of publication: 27-09-2021.

***Please read the following important terms carefully and check that you agree with them before placing an order on our Website.***

You must be at least 18 years old to use our Events and our Website.

By placing an order on our Website, you confirm that you agree to these Attendee Terms and enter into a legally binding agreement with us. If you do not agree to these terms, do not place any orders on our Website.

***Please pay special attention to clause 14 (Disclaimers). The notice at clause 14.1 (Fitness Events) is of particular importance.***

## About Mirthy

Mirthy is an online platform for public speakers, authors, artists, fitness coaches and other hosts to provide online events to individuals at home. Through our remote events and interactive sessions, we want to connect retirees and allow them to exercise their interests and passions, wherever they are based.

## Contents

You can either scroll down to read these terms in their entirety (which we recommend you do), or click on one of the links below to go straight to the section you are interested in.

1. Information about us
2. Your privacy
3. About these terms
4. Eligibility and account registration
5. Unlimited Membership
6. Event booking
7. Price and payment
8. Providing the Events
9. How you can use our Events and Website
10. Your content
11. Your rights if there is a problem with our Event
12. Ending the contract
13. Breaches of the Attendee Terms
14. Disclaimers

15. Limit on our responsibility to you
16. Third-party websites
17. Other important terms

## 1. Information about us

1.1. **Who we are.** When we say **we, us** or **our** in these Attendee Terms, we mean Mirthy Ltd, a company incorporated and registered in England and Wales with company number 11735767 and whose registered office and main trading address is at 27, Severn House, 19 Enterprise Way, London, England, SW18 1GD.

1.2. **How to contact us.** If you wish to contact us for any reason, including because you have any queries or complaints, you can contact us by e-mail at [hello@mirthy.co.uk](mailto:hello@mirthy.co.uk), or post to the address in clause 1.1 above.

**How we may contact you.** If we need to contact you, we will do so by using the contact details you have provided to us when placing your order with us.

## 2. Your privacy

Under data protection legislation, we are the data controller of your personal data processed in connection with our Events and through our Website. We are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our [Privacy Notice](#). It is important that you read that information.

## 3. About these terms

3.1. **What these terms cover.** These terms and conditions (**Attendee Terms**) govern your use of (including attendance at) our online talks, trainings, webinars, concerts, book clubs, fitness classes and other events, including all services and digital content forming part of such events (together referred to in these Attendee Terms as **Events**) offered on our website, <https://mirthy.co.uk/> (**Website**). These Attendee Terms also govern your use of our Website.) on a free or pay-as-you-go basis (**Basic Member**) or you may subscribe to our unlimited membership and have access to all Events on a subscription basis for the duration of the subscription term (**Unlimited Member**). These Attendee Terms also cover your use of the Website as a result of redeeming a coupon or promotional code from us or one of our partner organisations. These Attendee Terms also govern your use of our Website.

3.2. **Your acceptance of these terms.** By registering for an account on our Website or for an Event on our Website, you accept these Attendee Terms in full. Accordingly, if you disagree

with these Attendee Terms or any part of these Attendee Terms, you must not register for an account, unlimited membership or any Event.

**3.3. Changes to these terms.** We may revise these Attendee Terms from time to time, for example, to reflect changes in law or best practice, or to deal with changes we introduce to our Events or Website. We will give you at least 15 days' notice of any change by email. We may implement immediate changes to these Attendee Terms without respecting that notice period if such changes are required by a legal or regulatory obligation that applies to us, or if we need to address an unforeseen or imminent danger related from fraud, malware, spam, data breaches or other cybersecurity risks, or if the changes we introduce are only editorial and do not alter the content or meaning of terms and conditions.

**3.4. Effect of revised terms.** The revised terms will apply to:

(a) any Event you register for, on or after the date of publication of the revised terms; and

(b) our Website, from the date of publication of the revised terms on the Website.

If you do not agree to the revised terms, you can close your account on our Website in accordance with clause 12.1 (*You may close your account at any time*).

## **4. Eligibility and account registration**

**4.1. You must be at least 18.** You must be at least 18 years of age to register for and attend our Events or use our Website. By registering for an Event, you warrant and represent to us that you are at least 18 years of age.

**4.2. You must register with our Website.** Unless you are booking a free Event, you must have an account on our Website to register for and attend our Events. To create an account, you must complete the sign-up process on our Website and accept these Attendee Terms. Only one account is permitted per person.

**4.3. You must use accurate information and keep it up-to-date.** When signing up for an account on our Website, you must use accurate information, including your first and last name, email address and your chosen password. If your details change after registration, you must update them on your account on our Website.

**4.4. You are responsible for keeping your account credentials secure.** You must keep details of your account secure and not share them with anyone else.

**4.5. Our contract with you.** Your registration will be completed when you complete the account registration process, at which point a legally binding contract will come into force between you and us in respect of your use of your account and our Website. The contract will entitle you to

use the membership features specified on our Website in relation to your applicable membership type. That contract will continue indefinitely, unless it is ended by you or us as described in clause 1112 (*Ending the contract*).

## 5. Unlimited Membership

5.1. ***Unlimited Membership.*** To become an Unlimited Member, you must provide us with your card details for payment of the applicable subscription fees or provide us with a coupon code after you have registered for an account on our Website. We will send you an acknowledgement of your order. The contract between us for subscription access to the Events available via our Website shall come into force upon the issue of the order acknowledgement.

5.2. ***Unlimited Members have unlimited access to all Events.*** For as long as your account and unlimited membership remain active in accordance with these Attendee Terms and subject to the other provisions of these terms and conditions, you will have access to all Events for the duration of your subscription.

5.3. ***Our right to vary the unlimited membership.*** We may from time to time vary the benefits associated with a unlimited membership by giving you written notice of the variation, providing that, if in our reasonable opinion such a variation results in a substantial loss of value or functionality, you shall have the right to cancel your unlimited membership, and we will refund to you any amounts paid to us in respect of any period of unlimited membership after the date of such cancellation.

5.4. ***Renewing and ending unlimited membership.*** At the end of any trial period or fixed period of free unlimited membership via a valid coupon code which you have signed up for, and subject to the other provisions of these Attendee Terms, your unlimited membership will automatically end, unless you take a subscription to continue the unlimited membership and pay the applicable unlimited membership fees. To continue your unlimited membership, you must provide us with your card details and you will have the option of doing this at any time after creating an account. At the end of any period of subscription for which you have paid, and subject to the other provisions of these Attendee Terms, your subscription will automatically renew until your membership is terminated.

## 6. Event booking

6.1. ***How to book a free Event if you are a Basic Member.*** To register for a free Event on our Website, you need to:

(a) select the Event you wish to attend on our Website;

(b) complete the online registration form (including providing your name and email address);

(c) read these Attendee Terms, and select the “Register Now” button to confirm that you agree to these Attendee Terms and to place your order.

**6.2. How to book a paid Event if you are a Basic Member.** To register for a paid Event on our Website, you need to:

(a) register for an account on our Website, or log into your account (if you already have one);

(b) select the Event you wish to attend from the catalogue of Events available on our Website, place it in your shopping cart, select your shopping cart, and proceed to checkout;

(c) read these Attendee Terms, and select the “Continue to Payment” button to confirm that you agree to these Attendee Terms and to place and pay for your order; and

(d) you will then be taken to the payment page of our payment services provider, Stripe, to place and pay for your order, where you will need to provide your payment card details and billing information and pay for your tickets.

**6.3. How to book an Event if you are an Unlimited Member.** To register for an Event on our Website, you need to:

(a) register or log in to your account;

(b) select the Event you wish to attend on our Website; and

(c) read these Attendee Terms, and select the “Register Now” button to confirm that you agree to these Attendee Terms and to place your order.

**6.4. Accuracy of information.** You must provide accurate information on our registration forms and Stripe payment pages (for example, your name, email address, your billing address and payment details). We will not be responsible for failure to deliver any Events to you if this is caused by you not giving us the information we need or providing us with incorrect information (for example, providing us with an incorrect email address).

**6.5. How to make changes to your order before placing it.** Please check your order carefully before submitting it. If you need to cancel your order or correct any errors in your order before submitting it to us, you can do so using the buttons available on screen during the ordering process.

**6.6. Acceptance of your order and our contract with you. if you are a Basic Member.** When you place your order, we will confirm its acceptance on screen. At that point, a legally binding contract will come into existence between you and us in respect of the Event for which you

have registered. We will also send a confirmation of your registration and these Attendee Terms to you by email.

**6.7. *Cancelling your order after booking. if you are a Basic Member.*** Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if you buy products online, you can usually cancel your purchase within 14 days. Those rights do not apply to leisure activities if the contract provides for a specific date or period of performance. As our Events include a live element and are scheduled to be streamed at specific dates, the statutory cancellation rights do not apply to them. Nevertheless, we offer free cancellations and refunds for all booked Events within 30 days from purchase. For further information see clause 1011.2 (*Our 30 days'-day money back guarantee*).

**6.8. *Cancelling your subscription after registering if you are an Unlimited Member.*** You may cancel your subscription at any time. If you choose to cancel, your subscription will remain active until the end of the billing month in which you give notice to cancel. You will not be entitled to any refund if you cancel your subscription in accordance with this Section 6.8. For further information see clause 11.5 (*Cancellation once the digital content is supplied if you are an Unlimited Member*).

## **7. Price and payment**

### **The following clauses 7.1-7.4 apply to Basic Members only.**

**7.1. *Our prices if you are a Basic Member.*** Some of our Events may be available to you free of charge. This may be, for example, because we decide to make an Event available for free to all users, or because someone else (for example, your community club) is paying us for your use of our Event. The remainder of this clause 67 and any other terms of these Attendee Terms that deal with payments and refunds apply to you only where you are required to pay for our Event.

**7.2. *Where to find the price of an Event. if you are a Basic Member.*** The price of an Event will be the price indicated on the order pages when you register for our Event. All our prices are in Pounds Sterling and include VAT at the applicable rate.

**7.3. *When you must pay. if you are a Basic Member.*** You must pay for an Event when placing your order on our Website.

**7.4. *How you must pay if you are a Basic Member.*** You can pay for your order via our Website in one of the following ways:

(a) by credit or debit card. The types of payment cards accepted by our payment services providers will be listed on the payment pages of our payment services provider; or

providers will be listed on the payment pages of our payment services provider, or

(b) by entering a valid coupon code.

We use Stripe and PayPal (payment services providers) to process payments through our Website.

## **The following clauses 7.5-7.8 apply to Unlimited Members only.**

**7.5. *Our prices if you are an Unlimited Member.*** The fees in respect of our unlimited membership services will be as set out on the Website from time to time. The renewal subscription fees will be the same as the fees originally notified to you for unlimited membership services at the point you entered into a subscription, unless you are notified that they are changing in advance in accordance with clause 7.6. All amounts stated in these Attendee Terms or on our Website are stated inclusive of VAT.

**7.6. *We may vary our prices.*** We may vary fees from time to time by posting new fees on our website, but this will not affect fees for services that have been previously paid.

**7.7. *When you must pay if you are an Unlimited Member.*** You must pay to us the fees in respect of our Unlimited Membership services on a monthly basis in advance, in cleared funds, in accordance with any instructions on our website.

**7.8. *How you must pay if you are an Unlimited Member.*** You must provide your card details to us in accordance with any instructions on our website. You authorise us to charge your payment method for the appropriate subscription charges.

We use Stripe and PayPal (payment services providers) to process payments through our Website.

**7.9. *Failed payments.*** If, for any reason, the applicable fees cannot be charged to your method of payment in part or in full, we will invoice you for the unpaid part of the fees. This could happen, for example, due to insufficient funds in the bank account, or because your payment card has expired. We may also suspend your access to our Events until we receive all payments due to us in full.

**7.10. *Security of electronic payments.*** We will do all that we reasonably can to ensure that all the information you give us when paying for our Events is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us. To avoid a third party gaining unauthorised access to any information that you provide to us, we recommend that you install appropriate anti-virus

software on your computer or mobile device.

## 8. Providing the Events

8.1. ***When we will provide the Events.*** If you register for an Event, it will take place on the date and at the time specified during the ordering process and in the confirmation email you will receive from us.

8.2. ***We are not responsible for delays outside our control.*** On rare occasions, we may have to postpone or cancel delivery of an Event (for example, because the host of the talk is not available due to reasons beyond our reasonable control, such as illness, or because we experience technical problems). If our delivery of an Event is delayed or cancelled by an event outside our control, then we will contact you as soon as possible to let you know. Provided we do this, we will not be liable for delays caused by that event, but if there is a risk of substantial delay or cancellation you may contact us to end the contract and receive a refund for any Events you have paid for but which were not delivered at the scheduled time.

## 9. How you can use our Events and Website

9.1. ***How you can use our Events and Website.*** In return for agreeing to comply with these Attendee Terms, you may use our Events and our Website in accordance with these Attendee Terms.

9.2. ***Private use only.*** You may only use our Events and our Website for your own private, non-commercial purposes, and you must not use our Events or our Website for any other purposes.

9.3. ***Our Events.*** Subject to other provisions of these Attendee Terms, you may:

(a) stream our Event on any computer, tablet or mobile device;

(b) download, save and print such digital content that is expressly designated in the Event for downloading and printing (for example, course materials) and use it solely for the purpose identified in the Event (for example, to facilitate your private study); and

(c) interact with the Event as facilitated within that Event (for example, take part in a live verbal or written discussion, submit your comments, questions and feedback, take part in a survey, leave a review).

9.4. ***Our Website.*** Subject to other provisions of these Attendee Terms, you may:

(a) view pages from our Website in a web browser;

(b) download pages from our Website for caching in a web browser;

(c) print pages from our Website; and

(d) stream audio and video files from our Website.

9.5. **Unauthorised copying.** Except as expressly permitted by clauses 8.3 and 8.4 above, or the other provisions of these Attendee Terms, you must not download any digital content forming part of our Events or Website, or print, or save any such digital content to your computer or other device, or otherwise use such digital content.

9.6. **Prohibitions.** You must not:

(a) sell, resell, rent, lease, sub-license, loan, publish, distribute, redistribute, provide, or otherwise make our Events or Website available in any form, in whole or in part, to any person without prior written consent from us;

(b) display our Event or Website (in part or in whole) as part of any public performance or display unless such use would not constitute a copyright infringement or breach legal rights of any person (including corporate entity) or is specifically permitted by us;

(c) copy our Events, except as part of the normal use of the software forming part of the Event or as otherwise expressly permitted in these Attendee Terms;

(d) use our Events or Website in conjunction with any stream-ripping, stream capture or similar software to record or create a copy of any content that is presented to you in streaming format;

(e) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our Events or Website without our express written consent;

(f) translate, merge, edit, adapt, vary, alter or modify, the whole or any part of our Events nor permit our Events or any part of them to be combined with, or become incorporated in, any other programs, applications or digital content except as necessary to use our Event on devices as permitted in these Attendee Terms;

(g) de-compile, reverse engineer or create derivative works based on the whole or any part of our Event nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the software to obtain the information necessary to create an independent program that can be operated with our Event or with another program (**Permitted Objective**), and provided that the information obtained by you

during such activities is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; is not used to create any software that is substantially similar in its expression to our Events; is kept secure; and is used only for the Permitted Objective;

(h) attempt to, or assist, authorise or encourage any person to circumvent, disable or defeat, interfere with or disrupt the safety, security or performance of our Events or Website;

(i) access or use the source code of our Events or Website;

(j) use our Events or Website in any way or take any action that causes, or may cause, damage to the Events or Website or impairment of the performance, availability or accessibility of the Events or Website;

(k) use our Events or Website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

(l) use our Events or Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;

(m) access or otherwise interact with our Events or Website using any robot, spider or other automated means, except for the purpose of search engine indexing;

(n) use our Events or Website in a way that could damage, disable, overburden, impair or compromise our Events or Website, our systems or security or interfere with other users; or

(o) collect or harvest any information or data from our Events or Website or our systems or attempt to decipher any transmissions to or from the servers running our Events or Website.

For the avoidance of doubt, the prohibitions in this clause 9.6 extend to any and all parts of the Event (including any digital content provided within the Event).

9.7. **No marketing use.** You must not use data collected from our Events or Website to contact individuals, companies or other persons or entities, including for any direct marketing activity.

9.8. **Accuracy of information.** You must ensure that all the information you supply to us through our Events or Website, or in relation to our Events or Website, is true, accurate, current, complete and non-misleading.

## 10. Your content

10.1. **Meaning of 'your content'.** In these Attendee Terms, **your content** means all works and

materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you upload, submit, send to or store in our Events or on our Website, transmit using our Events or Website, supply to us for uploading to, transmission by or storage in our Events or on our Website (for example, the reviews you post on our Website).

10.2. ***The permissions you give us.*** You grant to us:

(a) a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media;

(b) the right to sub-license the rights licensed under this clause 910.2 of these Attendee Terms; and

(c) the right to bring an action for infringement of the rights licensed under this clause 910.2 of these Attendee Terms.

10.3. ***You must have the right to give us those permissions.*** You must have the necessary rights to submit your content to our Event and our Website. You must also have the right to give us the permission to use your content as set out in clause 10.2 above.

10.4. ***Editing your content.*** You may edit your content to the extent permitted using the editing functionality made available in our Event or on our Website.

10.5. ***Do not share confidential information.*** We cannot guarantee that any information that you post or otherwise share in our Event (for example, your comments or questions put to the host or other attendees of our Event) or on our Website (for example, your reviews) will be confidential. For that reason, you should not submit to us (for example, share with other attendees of an Event in the Event's chat, or post on our Website) any information or other content which is of a confidential nature.

10.6. ***Rules applying to your content.*** Your content, and the use of your content by us in accordance with these Attendee Terms, must not:

(a) be illegal or unlawful (including being in contempt of any court, in breach of any court order, in breach of racial or religious hatred or discrimination legislation, or in breach of official secrets legislation);

(b) infringe any person's legal rights (including copyright, moral rights, database rights, trade mark rights, design rights, rights in passing off, or other intellectual property rights);

(c) infringe any right of confidence, right of privacy or right under data protection legislation;

(d) be in breach of any contractual obligation owed to any person; or

(e) be libellous or maliciously false, obscene, indecent, pornographic, lewd, suggestive or sexually explicit, blasphemous, offensive, deceptive, harmful, fraudulent, threatening, intimidating, abusive, harassing, anti-social, menacing, hateful, racially or ethnically offensive, discriminatory or inflammatory, depict violence in an explicit, graphic or gratuitous manner, constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity.

## 11. Your rights if there is a problem with our Event

11.1. **Your statutory rights.** We are under a legal duty to supply products that are in conformity with your contract with us. The box below summarises your key legal rights in that respect.

***The Consumer Rights Act 2015 says that the following rights apply to digital content supplied to consumers for a price:***

- *digital content must be as described, fit for purpose and of satisfactory quality;*
- *if your digital content is faulty, you are entitled to a repair or a replacement;*
- *if the fault cannot be fixed, or if it has not been fixed within a reasonable time and without significant inconvenience, you can get some or all your money back; and*
- *if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.*

***The Consumer Rights Act 2015 says that the following rights apply to services supplied to consumers for a price:***

- *you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;*
- *if you haven't agreed a price beforehand, what you're asked to pay must be reasonable; and*
- *if you haven't agreed a time beforehand, it must be carried out within a reasonable time.*

*This is a summary of some of your key rights. For detailed information from Citizens Advice please visit [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk).*

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Nothing in these Attendee Terms affects your legal rights under the Act. You may also have other rights in law.

**The following clauses 11.2-11.3 apply to Basic Members only.**

11.2. ***Our 30 days'-day money back guarantee. if you are a Basic Member.*** In addition to your statutory rights set out in clause 1011.1 above, we provide a goodwill guarantee on all Events purchased for a price. Within 30 days from our acceptance of your order for an Event you can:

(a) cancel your order for any reason and receive a full refund before the Event has been streamed; or

(b) claim a full refund for an Event after it has been screened if you are not satisfied with that Event.

In order to benefit from this guarantee, you need to email us at [hello@mirthy.co.uk](mailto:hello@mirthy.co.uk) before the 30 days' deadline expires.

11.3. ***Refunds. if you are a Basic Member.*** When you exercise your right to claim a refund under this clause 1011, we will reimburse the total price you paid for the Event. When you exercise your right to price reduction, we will refund to you the difference between the price you paid for the Event and the reduced price.

**The following clauses 11.4 – 11.6 apply to Unlimited Members only.**

11.4. ***Cancellation rights if you are an Unlimited Member.*** Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if you buy products online, you can usually cancel your purchase within 14 days. If you purchase our digital content by subscribing to our unlimited membership, we will not supply our digital content to you before the end of the statutory 14-day cancellation period unless you expressly request it and acknowledge that you will lose your cancellation right once the digital content is fully provided. You can do that by agreeing to these terms and by selecting the appropriate confirmation on our Website before purchasing an unlimited membership subscription. We will then be able to grant you access to our digital content immediately. Once the digital content is supplied, the right to cancel is lost whether or not the 14-day cancellation period has lapsed.

11.5. ***Cancellation once the digital content is supplied if you are an Unlimited Member.*** If you choose to cancel your unlimited membership at any time after the digital content is supplied, your membership will remain active until the end of the billing month. You will not be entitled to any refund if you cancel your membership in accordance with this clause 11.5.

11.6. **How to cancel if you are an Unlimited Member.** Should you wish to cancel your unlimited membership, you can do so through your account on our Website. If you require assistance with this, you can email us at [hello@mirthy.co.uk](mailto:hello@mirthy.co.uk).

11.7. **How we will make the refund if you are a Basic Member or Unlimited Member.** We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement.

11.8. **When we will make the refund if you are a Basic Member or Unlimited Member.** We will make the reimbursement without undue delay, and not later than within 14 days beginning with the day on which we agree that you are entitled to a refund.

## 12. Ending the contract

12.1. **You may close your account at any time.** You may close your account on our Website at any time. To close an account, email us at [alex@mirthy.co.uk](mailto:alex@mirthy.co.uk) and provide your full name and the email address which you used to sign up to your account on our Website. We will close your account within 28 days from receipt of your request and will notify you by email when it is done. You will not be able to register for Events once your account is closed.

12.2. **You may end the contract with us if we break it.** You may end any contract governed by these Attendee Terms at any time by contacting us using one of the contact methods set out in clause 1.2 (*How to contact us*) if we break its terms materially or repeatedly, and, if what we have done can be put right, we fail to put it right after you have notified us of that breach and given us a reasonable opportunity to do so. If you end this contract because we break it, the contract will end immediately, and you may in certain circumstances be entitled to claim compensation from us.

12.3. **You may end the contract if what you have bought is faulty or misdescribed.** For details, please see clause 11 (*Your rights if there is a problem with the Event*).

12.4. **You may end this contract if our performance is delayed due to an event outside our control.** You may end a contract governed by these Attendee Terms if our performance is delayed due to an event outside our control, as set out in clause 8.2 (*We are not responsible for delays outside our control*).

12.5. **We may end your contract with us if you break it.** We may end any contract with you governed by these Attendee Terms at any time by writing to you if you break its terms materially or repeatedly. If what you have done can be put right, we will let you know and give you a reasonable opportunity to do so. If we end the contract because you break it, it will end immediately. Without limiting the generality of the preceding part of this clause, examples of

when we can end the contract for breach include the following circumstances:

(a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due (see clause 67.3, *When you must pay if you are a basic member* and clause 7.7, *When you must pay if you are an Unlimited Member*);

(b) you do not, within a reasonable time of us asking for it, provide us with information we require (see clauses 4.3, 6.5 and 9.8, *Accuracy of information*);

(c) you breach any of the acceptable use rules in clause 9 (*How you can use our Events and Website*); or

(d) you breach any of the content rules in clause 10.6 (*Rules applying to your content*).

## 13. Breaches of these Attendee Terms

13.1. ***Our rights if you breach these terms.*** Without prejudice to our other rights under these Attendee Terms, if you breach these Attendee Terms in any way, or if we reasonably suspect that you have breached these Attendee Terms in any way, we may:

(a) send you one or more formal warnings;

(b) temporarily suspend your access to our Events or Website;

(c) permanently prohibit you from accessing our Events or Website;

(d) block computers using your IP address from accessing our Events or Website;

(e) contact any or all of your internet service providers and request that they block your access to our Events or Website;

(f) delete, unpublish or edit any or all of your content; or

(g) commence legal action against you, whether for breach of contract or otherwise.

13.2. ***You must not circumvent restrictions.*** Where we suspend or prohibit or block your access to our Events or Website or a part of our Events or Website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

## 14 Disclaimers

## 14. DISCLAIMERS

***This clause includes important notices and disclaimers. Please read it carefully. The notice at clause 14.1 (Fitness Events) is of particular importance.***

14.1. ***Fitness Events.*** This clause 14.1 applies to any fitness, pilates, yoga, workouts, and any other sport related Events.

***(a) We are not medically trained or qualified and we do not represent that hosts of our Events are medically trained or qualified. Nothing on our Website or in our Events should be construed as medical advice.***

***(b) If you suffer from any type of health or medical condition (whether temporary or chronic), you should obtain professional medical advice before signing up to, or actively participating in any physical activities featured in our Events, or taking or refraining from any action on the basis of information obtained through your attendance at our Event.***

***(c) We do not have the knowledge of, and nothing in our Events will be tailored to, your medical or health condition, or any specific needs or restrictions, which you may have. You must make your own judgement as to whether or not to follow any suggested workout, routine, program or advice.***

***(d) If you become unwell during your participation in an Event, stop the physical activity immediately and seek medical attention.***

14.2. ***Views expressed in Events are those of hosts and not ours.***

(a) The views and opinions expressed in our Events by hosts and by other users of our Events are their own and do not necessarily reflect our views or opinions.

(b) Whilst we impose conduct and content rules on all our hosts and users of our Events, we cannot guarantee that they will always comply with those rules.

If you feel that anything said or done by our hosts or other users during an Event is inappropriate, please report it to us by using the chat functionality in the Event or contacting us using one of the contact methods set out in clause 1.2 (*How to contact us*).

14.3. ***We do not promise accuracy or completeness.*** We do not warrant or represent:

(c) the completeness or accuracy of the information published or contained in our Events or

on our Website;

(d) that the content of our Events or on our Website is up to date; or

(e) that our Events or our Website will remain available.

14.4. ***We do not promise uninterrupted availability.*** We do not warrant that your use of our Events or Website will be uninterrupted or error-free, or that our Events or Website and/or any information obtained by you through our Events or Website will meet your requirements.

14.5. ***We can discontinue or change our Events and Website.*** We reserve the right to discontinue or alter any or all of our Events, and to stop publishing our Website, at any time in our sole discretion without notice or explanation. Save to the extent expressly provided otherwise in these Attendee Terms, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any Event or if we stop publishing our Website.

14.6. ***We are not responsible for problems relating to communication networks.*** We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that our Events and Website may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

## 15. Limit on our responsibility to you

15.1. ***We do not exclude or limit our liability where it would be unlawful to do so.*** Nothing in these Attendee Terms will limit or exclude any liability for death or personal injury resulting from negligence, limit or exclude any liability for fraud or fraudulent misrepresentation, limit any liabilities in any way that is not permitted under applicable law, or exclude any liabilities that may not be excluded under applicable law.

15.2. ***We are responsible to you for foreseeable loss and damage caused by us.*** If we fail to comply with these Attendee Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking of this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

15.3. ***Responsibility for defective digital content.*** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.

15.4. ***Events beyond our control.*** We will not be liable to you in respect of any losses arising

out of any event or events beyond our reasonable control.

15.5. **Business losses.** We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

## 16. Third-party websites

16.1. **Links to other websites.** Our Events and Website may include links to other websites owned and operated by third parties. Such links are provided for information only and are not recommendations or endorsements by us of those linked websites or information you may obtain from them.

16.2. **We are not responsible for your use of other websites.** We have no control over third party websites and their contents, and (save as stated in clause 15.1 (*We do not exclude or limit our liability where it would be unlawful to do so*) of these Attendee Terms) we accept no responsibility for them or for any loss or damage that may arise from your use of them.

## 17. Other important terms

16.1. **Intellectual property rights.** We (and our licensors) retain ownership in all intellectual property rights (that is, patents, rights to inventions, copyright related rights, images, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world) in our Website and Events.

16.2. **If a court finds part of these Attendee Terms illegal, the rest will continue in force.** Each of the paragraphs of these Attendee Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

16.3. **Even if we delay in enforcing this contract, we can still enforce it later.** If we fail to insist that you perform any of your obligations under these Attendee Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

#### 16.4. **Disputes.**

(a) **If you have a complaint.** We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with our Events or any other matter, please contact us as soon as possible using one of the contact methods set out in clause 1.2 (*How to contact us*).

(b) **Alternative dispute resolution.** If you and we cannot resolve a dispute using our internal complaint handling procedure, we will let you know that we cannot settle the dispute with you. We will also give you certain information required by law about resolving disputes through alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court.

16.5. **Which laws apply to this contract and where you may bring legal proceedings.** Our Attendee Terms are governed by English law and you can bring legal proceedings in the English courts, except that this provision will not have the effect of depriving you of the protection afforded to you by mandatory provisions of the applicable laws regulating the choice of the governing law and/or jurisdiction in consumer contracts. For example, if you live in Scotland, you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in either the Northern Irish or the English courts.