

# **Terms of Use**

#### 1. Introduction

Welcome to Growthbysoph, an online fitness coaching service for women. Our services include access to our website, app, and coaching. Please take the time to read these Terms of Use ("Terms"). By using our services, you agree to these Terms of Use. If you do not agree, you should not use our services.

#### 2. Communication

You can contact us via our website or email at growthbysoph@gmail.com. We may contact you through the information you have provided (e.g., email, SMS). By signing up, you consent to receive communications from us about our services.

### 3. Using Our Services

By agreeing to these terms, you may:

- Download and use our website and app for personal use.
- Receive and use any updates for the app.
- · Order coaching services as outlined below.

You must be at least 18 years old or have parental consent to use our services. Plans provided through our services are accessible online and can be printed. Termination of services will result in plan expiration.

### 4. User Responsibility

You use our services at your own risk, including any workout or meal plans. Consult a healthcare provider if you experience any health issues. Ensure you have a safe space for workouts, and use fitness equipment at your discretion. Inform us of any allergies, intolerances, or medical conditions through the intake questionnaire.

#### 5. Service Limitations

Our services are for general information purposes and do not replace professional medical advice. Consult your healthcare provider for medical issues. We make no guarantees regarding specific health outcomes, and we are not responsible for third-party advice.

### 6. Ordering Our Services

You can order services by completing a form on our website. After assessing if our services are a good fit, we will provide details via email and a payment link. Once payment is received, your order is confirmed. If we cannot accept your order, we will notify you and refund any payment.

#### 7. Payment Terms

Prices and payment terms will be clearly outlined before you proceed. Payments are made through Stripe, ensuring secure transmission of your details. Payment terms depend on the services selected.

#### 8. App Usage

Only download the app on authorized devices. By downloading, you agree to Everfitt's terms. Back up your data to prevent loss due to app malfunctions.

### 9. Service Updates

We may update our services to improve performance or address issues. You will be notified of any major changes, and updates must be accepted to avoid impact on service quality.

### 10. Security and Privacy

Keep your login details confidential. If your details are compromised, reset your password immediately. You must not share your account with others. We collect personal information as per our Privacy Notice, and we are not liable for unauthorized access due to internet security limitations.

### 11. Intellectual Property

All intellectual property rights related to our services belong to us. You are granted a personal, non-transferable right to use the services. You cannot use our trademarks, logos, or any intellectual property without our permission.

#### 12. Acceptable Use and Behavior

You must use our services for lawful purposes only. Do not distribute malicious code, infringe intellectual property, or engage in inappropriate behavior toward other users or coaches. Violations may result in account termination.

### 13. Liability Limitations

Growthbysoph is not liable for indirect damages, including lost profits or revenue. Our liability will not exceed the amount paid by you in the last six months. These limitations do not apply in cases of fraud or personal injury caused by our negligence.

#### 14. Termination of Agreement

You can terminate your agreement with us after a minimum commitment period of 3 months by providing 1 month's notice. If you violate these terms, we may terminate the agreement and retain payments to cover any losses. If we cease services, you may be eligible for a partial refund.

## 15. Rights and Governing Law

You cannot transfer your rights without written approval. If any part of these terms is deemed unlawful, the rest will remain in effect. These terms are governed by the laws of England and Wales.

### 16. Complaints

For any complaints, contact us via the website or email at growthbysoph@gmail.com.