# FitB\*tch Membership – Terms and Conditions

### 1. Participation and Responsibility.

All FitB\*tch programmes have been designed by a fitness professional; however, participation in any of the workouts and courses is at your own accord. You are not obliged to follow any or all of the programme. It is your responsibility to ensure you have medical clearance to exercise.

### 2. Prenatal and Postnatal Consideration.

The FitB\*tch Membership is not designed to be prenatal or postnatal specific; however, we can provide modifications and guidance for pregnant and postnatal clients. It is your responsibility to ensure you have clearance to exercise and no contraindications.

# 3. Exercise and Safety Precautions.

Please use common sense when participating in The FitBtch Programmes. Consider your level and ability, and choose the appropriate level for each exercise. Rest as much as you need to, when you need to. If any of the exercise options provided are not suitable for you, please contact the FitBtch team via email. We will endeavour to provide a suitable alternative.

You perform the exercises and use any equipment at your own risk. You are responsible for making sure that the exercises are carried out safely. Please ensure you are in a clear space with no obvious hazards, adequate ventilation, appropriate lighting, and access to water.

### 4. Risks of Physical Activity.

Physical activity, generally, comes with a variety of risks. There is a risk of abnormalities in blood pressure, heart attacks, strokes, and even death. Exercises may lead to musculoskeletal injuries including, but not limited to, muscle tears, tendon and ligament tears, and bone fractures. A physical activity programme may benefit the heart, muscles, lungs, joints, and many other physiological systems. There may also be psychological benefits.

# 5. Pregnancy Guidance: A Note for Pregnant FitB\*tches

Guidelines suggest that exercise is generally safe and encouraged throughout pregnancy unless contraindications apply. However, any pregnancy carries a risk of miscarriage or stillbirth. Please observe the talk test as a measure of your intensity; you should be able to keep up a conversation. If you can't,

reduce the intensity. Stay hydrated. Don't bump the bump. Avoid overheating. If you feel unwell while lying on your back during exercise, change position.

Stop exercising and seek medical advice if you experience any of the following during or after exercise:

- Bleeding from the vagina
- Feeling dizzy or faint
- Shortness of breath before starting exercise
- Chest pain
- Headache
- Muscle weakness
- Calf pain or swelling
- Regular, painful contractions of the uterus
- Fluid gushing or leaking from the vagina

### 6. Liability and Assumption of Risk.

The FitBtch team is not liable for any damages or personal injuries sustained by you during or after participating in The FitBtch Membership. You assume full responsibility for any injuries or damages that may occur during the programmes.

### 7. Nutrition and Dietary Advice

Any nutrition advice provided during The FitBtch Membership is not individualised. Neither the FitBtch Team nor the nutritionist is liable for any adverse health effects, illnesses, or diseases that may arise from dietary changes made during or after your time on The FitB\*tch Membership.

### 8. Medical Advice and Consultation.

The exercise instruction and advice presented during The FitB\*tch Membership are for educational purposes only and are in no way intended as a substitute for medical consultation with a qualified healthcare professional.

It is highly advised that anyone participating in The FitB\*tch Membership has been cleared by their doctor and has seen or is working in conjunction with a physiotherapist if postpartum and/or experiencing any pelvic, orthopaedic, or other symptoms.

If at any point during the programmes you experience pain, symptoms, or increased dysfunction (e.g. prolapse, incontinence, diastasis recti, pelvic pain, or orthopaedic injury), consult with a healthcare provider and discontinue until you have received professional guidance

### 9. Intellectual Property and Confidentiality

All content is the property of The FitBtch Membership and must not be shared with third parties. The FitBtch Team undertakes to keep your personal information private and confidential.

You must not share your log-in details with anybody else or allow anybody else to access FitB\*tch via your membership.

# **Our Subscription Terms and Conditions**

### 1. Introduction

These Terms and Conditions apply to subscriptions purchased through our platform. By subscribing, you agree to these terms and conditions. These terms are governed by UK law and comply with the Consumer Rights Act 2015 and the Digital Markets, Competition, and Consumer Act 2023 (the "Digital Markets Consumer Act").

### 2. Subscription Plans

2.1. Our subscription services provide access to our entire content library.

2.2. Subscriptions are offered on a monthly and 6 monthly basis, as described during the sign-up process.

2.3. Payment is due in advance and will be automatically renewed unless cancelled in accordance with Section 5.

### 3. Payment and Renewal.

3.1. Payments are processed via Stripe, PayPal, Apple Pay, credit card provider.

3.2. By subscribing, you authorise us to charge your chosen payment method for the initial subscription term and subsequent renewal terms.

3.3. Renewal is automatic, and payment will be processed on the renewal date unless cancelled in advance.

4. Price Changes

4.1. We reserve the right to adjust subscription prices.

4.2. You will be notified at least 30 days in advance of any price changes. Continued use of the service after a price change constitutes acceptance of the new pricing.

#### 5. Cancellation Policy

5.1. You can cancel your subscription at any time via your account settings or by contacting info@fitbtchpower.com

5.2. To avoid renewal charges, cancellations must be made at least 48 hours before the renewal date.

5.3. Upon cancellation, you will retain access to the service until the end of the current billing period.

### 6. Refund Policy.

6.1. Refunds are offered in compliance with UK consumer law.

6.2. You are entitled to a refund if:

• You cancel within 14 days of the initial subscription under the Consumer Contracts Regulations 2013 (cooling-off period).

• There is a failure in the service or a technical issue preventing access to the service, as determined by us.

6.3. Refunds for partially used billing periods outside the cooling-off period are not provided, except in cases where the service is proven to be defective.

### 7. Your Rights.

7.1. Nothing in these terms affects your statutory rights under UK consumer law.

7.2. If you believe your rights have been infringed, you can contact us at info@fitbtchpower.com

### 8. Service Availability.

8.1. While we strive to ensure uninterrupted access, we do not guarantee the service will be available at all times due to technical or maintenance issues.

8.2. In cases of extended unavailability, we may offer compensation at our discretion.

#### 9. Amendments to Terms

9.1. We may update these terms occasionally to reflect changes in our service or legal requirements.

9.2. Substantial changes will be communicated to you at least 30 days in advance.

#### 10. Contact Us

For any questions, concerns, or assistance, please contact us at:

Email: info@fitbtchpower.com

By participating in FitB\*tch programmes, you acknowledge that you have read, understood and agree to these Terms and Conditions.

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