

Lifestyle Fitness UK Ltd / Pocket Innovation Ltd Terms and Conditions

1. Definitions

The following words and expressions shall have the following meanings:

'Account' means the account with Pocket PT details of which are accessible on the Website;

'Administrative Charge' means any charge we levy for the administrative cost of recovering late payments from you and any internal costs we may incur as determined by us from time to time or as specified in our Charges Guide or otherwise notified to you;

'Associated Companies' means in relation to a company any subsidiaries or holding companies of the company and any other companies sharing the same holding companies;

'Charges' means the charges (for the provision of the Service) which are displayed on the Website or otherwise notified to you;

'Contract' means the contract between Lifestyle Fitness UK Ltd and Pocket Innovation Limited and you for the provision of the Service and which incorporates these Terms;

'Data Protection and Privacy Policy' means such policy in relation to data protection and privacy as is displayed on the Website from time to time;

'Free Trial' means having access to the Services without charge and subject to availability for a limited period of time, as more particularly described on the Website at the time you subscribe for the free trial;

'Induction Media' means a media file (in generally accepted media file format) or a collection thereof, setting out the induction process, instructions in respect of the Pocket PT and any other services which shall be made available to you through the Website or by any other means reasonably determined by us;

'Network' means the electronic communications network used to provide and access the Services;

'Online Bill Statement' means your bill statement setting out the monthly Charges and your Promotional Credit accessible by You via logging onto your Account;

'Payment Service' means the payment service nominated by us to manage your payment to us (or such other service as may replace it);

'Payment Screen' means the webpage that appears before your purchase of the 'Service';

'Promotional Credits' means credits which are given to you at our sole discretion for your participation in any marketing or promotional campaigns organised by us in accordance with the terms of clause 6.1;

'Pocket Innovation' means Pocket Innovation Limited, a company incorporated in England with registration number 06395915 having its registered office at 287 Lyham Road, Brixton, London SW2 5NS and its Associated Companies. For the avoidance of doubt, 'we', 'us' and 'our' shall also mean Pocket Innovation;

'Lifestyle Fitness' means Lifestyle Fitness UK Ltd, a company incorporated in England with registration number 06799668 having its registered office at 29 Rolleston Drive, Nottingham, NG5 7JA and its Associated Companies. For the avoidance of doubt, 'we',

'us' and 'our' shall also mean Lifestyle Fitness and or Pocket Innovation;

'Pocket PT' means the personalised training programme and other related services offered to you by us and subscribed for by you which are more particularly described on the Website including, without limitation, the provision of dietary and nutritional recommendations which are available for download on the Website;

'Lifestyle Fitness' means the all the related services offered to you by us, subscribed for by you which are more particularly described on the Website including, without limitation, the provision of services from Pocket PT which are available for download on the Website;

'Service' means having access to the Pocket PT by downloading via the internet and uploading such downloads onto your mobile phone or any other mobile or media playback devices;

'Subscriber' means an Account holder who pays the Charges in return for access to the Service;

'Terms' means these terms and conditions and any documents referred to herein which govern the supply of the Service by Pocket Innovation and Lifestyle Fitness;

'Website(s)' means the website operated by Lifestyle Fitness located at the Unique Resource Locator <http://www.lsf.it.co.uk> and Pocket Innovation located at the Unique Resource Locator <http://www.pocketpt.co.uk>

'You', 'you', 'Your', and 'your' means the Account holder.

2. Formation of the contract between you Lifestyle Fitness and Pocket Innovation

- 2.1 You may use a credit card, debit card, cheque or any other methods of payment approved by us to subscribe to the Service.
- 2.2 If you are accessing the Service as a Free Trial user, Your Contract with us commences when you click on the "Start Free Trial" icon on the Website. Upon the completion of the Free Trial period, your access to the Service shall cease unless you make payment of the Charges for the subscription of the Service.
- 2.3 If you wish to continue using the Service or where you have not used the Free Trial service, you may subscribe to the Service by paying us the Charges in accordance with clause 5. Your subscription with us shall thereafter commence upon receipt of such Charges by us.
- 2.4 If you choose not to subscribe to the Service upon the completion of the Free Trial period, you will not be charged and there will be no contract.
- 2.5 You have the right to cancel your Contract with us within seven (7) days of subscribing the Service (Cancellation Period) pursuant to the Consumer Protection (Distance Selling Regulation) 2001 provided that you have not used any of the Service. You shall lose your right to cancel your Contract with us either upon the completion of the Cancellation Period or upon activating your Account in accordance with clause 3.1, whichever is the earlier.
- 2.6 Our Contract with you shall remain in force for a non-terminable minimum period of three (3) months and thereafter shall automatically renew for an unlimited period of time unless and until terminated in accordance with these Terms.

OR

Free Trial: Our Contract with you shall remain in force for the duration of the Free Trial period unless terminated in accordance with the Terms herein.

OR

12 month upfront purchase: Our Contract with you shall remain in force for a period of twelve (12) months and shall automatically renew for a further period of time in accordance with the renewal of your subscription of the Service unless terminated pursuant to the Terms herein.

OR

Fixed term: Our Contract with you shall remain in force for a period of six (6) months unless and until terminated in accordance with these Terms.

2.7 Notwithstanding the generality of the foregoing, we reserve the right at our sole discretion and for whatsoever reason to refuse you access to the Service. The provisions of this clause 2 do not affect your statutory rights.

3. Our obligations to you

3.1 Your access to the Service and your activation of your Account shall commence upon:

- (a) payment of the Charges through the Payment Screen; and
- (b) your initial access to the Induction Media.

3.2 Upon activating your Account, you shall:

- (a) have access to and use of the Pocket PT and subscriber only Lifestyle services;
- (b) be eligible to receive Promotional Credits in accordance with the provision set out under clause 6; or
- (c) be able to enjoy any other promotions and benefits offered by us from time to time.

3.3 We will use reasonable endeavours to make the Service and any additional service that we agree to provide available to you at all times, but we cannot guarantee an uninterrupted or fault free service.

3.4 Our ability to provide the Service may be impaired by conditions or circumstances that are beyond our control, including, without limitation, internet hosting services, internet service providers, geographic or atmospheric conditions, local physical obstructions, other causes of internet and server interference, features or functionality of your personal computer, mobile phone, media playback device or any other mobile devices you may use and the number of other people using the Network at the same time.

3.5 The Network is not controlled by Pocket Innovation or Lifestyle Fitness and may from time to time be upgraded, modified, subject to maintenance work or otherwise amended by the owner of the Network. Such circumstances may result in the Service being temporarily unavailable. Pocket Innovation and Lifestyle Fitness will take reasonable action to minimise the disruption caused by such circumstances, but some such interruption will not be avoidable.

4. Your obligations, responsibilities and warranties to us

- 4.1 The Pocket PT is personalised to your physical abilities and lifestyle needs. You agree and undertake to prohibit any third party other than yourself the use of the Service.
- 4.2 You agree that you shall:
- (a) first consult your physician or medical practitioner prior to your participation of the PT Training Programme to ensure that it is not dangerous for you to undertake strenuous exercise programmes and that you shall strictly comply with such medical advice;
 - (b) not use the Service to commit a criminal act or to cause nuisance or annoyance or inconvenience to or to harass others;
 - (c) not do anything likely to impair, interfere with or damage or cause harm or distress to any persons, or the Network;
 - (d) not use the Service for commercial or business purposes;
 - (e) not re-sell the Service, promote for resale or engage in any other similar activities;
 - (f) comply with reasonable instructions issued by us from time to time relating to the Service;
 - (g) co-operate with any reasonable security or other checks or requests for information made by us from time to time;
 - (h) not use the Service in any way that would infringe the rights of any third parties, including but not limited to intellectual property rights;
 - (i) not use any information obtained using the Service otherwise than in accordance with these Terms;
 - (j) not use the Service for the benefit of other persons other than the Account holder;
 - (k) not use the Service in any other way other than those set out in your Pocket PT;
 - (l) contact our Customer Service (Pocket PT) immediately by emailing us at account@pocket-innovation.com or contacting us at +44 207 4073535 (Lifestyle Fitness) on +7824 666639 or by emailing us at members@lsfit.co.uk immediately if you suspect fraudulent, unlawful or illegal use of the Service;
 - (m) promptly inform us in the event that any information including any health or medical condition that you have provided to us changes or becomes inaccurate;
 - (n) promptly inform us if you receive any notice alleging that your use of the Service infringes the rights of any third party;
 - (o) not use the Service for any improper, unlawful or fraudulent activity; and
 - (p) if requested by us, provide us with any relevant documents pertaining to your medical condition and your physical health including without limitation, a waiver in a form acceptable to us or your physician or medical practitioner's consent form enabling you to subscribe to the Service.
- 4.3 By activating your Account, you warrant that you are 16 years old or above, you

have the card holder's consent to subscribe to the Service (where applicable).

- 4.4 You further warrant that all information provided by you to us including without limitation your name, address or any other factual and medical information are correct and accurate and you shall immediately notify us of any changes therefor.
- 4.5 For the avoidance of doubt, as the Account holder, you shall at all times be fully liable for the breach of any of these Terms by a third party using your Account to access the Services.
- 4.6 You agree that you will only use your Lifestyle Fitness UK Ltd Membership Card for the purposes for which it is issued. You must notify Lifestyle Fitness UK Ltd immediately by e-mail to members@lsfit.co.uk if it is lost or stolen.
- 4.7 The Lifestyle Fitness UK Ltd Membership Card remains the property of Lifestyle Fitness UK Ltd at all times, and if the Supplier feels that it is being used in breach of these Terms and Conditions, the Supplier has the right to retain the Membership Card and will then return it to Lifestyle Fitness UK Ltd, with details of the circumstances within which it was retained.
- 4.8 You have read and agree to the Confidentiality Policy.

5. Payment for Service

- 5.1 You may pay for the Service in advance by using the Payment Service, credit card, debit card, cheque or by any other method of payment approved by us. We shall debit your bank account with the applicable Charge on a monthly basis in accordance with your billing cycle as stated in your Online Bill Statement.
- 5.2 If, for some reason payment using your chosen method fails, you must pay your bill by any other method we accept by the due date specified in your Online Bill Statement or communicated to you by us using the Website.
- 5.3 We may charge you an Administrative Charge for any overdue amount payable.
- 5.4 We reserve the right at our sole and absolute discretion to either suspend or terminate the provision of the Service if you breach your obligation to pay the Charges. Notwithstanding the other provisions in this Agreement, we shall not be liable to you for any loss or damages you suffer as a consequence of such suspension or termination. This clause 5.4 does not prejudice any other remedy available to us in this Agreement.
- 5.5 We reserve the right to vary the Charges from time to time. Any variation to the Charges shall be notified to you at least thirty (30) days prior to such new Charges being applicable. You are entitled to cancel the Contract by emailing us at account@pocket-innovation.com within the thirty (30) days notice if you do not accept the new Charges. Your continued use of the Service upon the completion of such thirty (30) days notice is deemed to be your acceptance of the new Charges.

6. Credits for promotional purposes

- 6.1 Subject to the relevant applicable terms and conditions which shall be published, we may from time to time hold marketing, promotional or other campaigns which you may participate. If you choose to participate, we may in our sole and absolute discretion, reward you by giving you Promotional Credits to use the Service subject to such subsequent terms and conditions which shall be communicated to you by email or through a message posted on our Website. We reserve the right

to limit in the aggregate the number of Promotional Credits you are entitled to or to substitute the Promotional Credits with alternatives.

7. Privacy Policy

7.1 We enforce a strict privacy policy which is available on the website. The terms of the Data Protection and Privacy Policy form part of these Terms and you agree to be bound by them.

8. Intellectual Property or other Proprietary Rights

8.1 We and/or our licensors own all patents, design rights, know-how, copyrights, trade marks, the right to use software, performer's reproduction rights, performer's distribution rights, performer's rental rights and performer's lending rights and all other similar proprietary rights (whether registered or unregistered) worldwide ("Intellectual Property Rights") relating to the Service.

9. Our rights to terminate or suspend provision of the Service

9.1 We may suspend the provision of the Services to you in whole or in part without notice:

(a) if there are problems with the Network or the Network is unavailable to us;

(b) if we believe that you or someone using your Account has failed to comply with one or more of these Terms; or

(c) if we believe that you have provided us with any false or misleading information including any information relating to your health and medical condition.

9.2 We may terminate the Services without notice:

(a) if the Network owner ceases to make the Network available to us;

(b) if we believe that you or someone using the Services has failed to comply with one or more of these Terms, and, if appropriate, has failed to remedy such non-compliance within a reasonable period required by us and notified to you;

(c) if we believe that there has been fraudulent use, misuse or abuse of the Services;

(d) if we believe that you have provided us with any false or misleading information including information relating to your health and medical condition; or

(e) if we believe you re-sell, promote the Services for resale or engage in other similar activities.

9.3 If your Service has been terminated, you shall not have any access to the Services.

10. Your rights to terminate these Terms

10.1 Subject to clauses 2.5 and 2.6, you may terminate the Contract by contacting our Customer Services (Pocket PT) on +44 207 4073535 or by emailing us at account@pocket-innovation.com (Lifestyle Fitness) on +7824 666639 or by emailing us at members@lsfit.co.uk and giving us not less than thirty (30) days notice of your termination.

- 10.2 Termination of the Service may take up to thirty (30) working days from the date of your call or receipt of your email. Upon termination of your subscription, you shall not have any access to the Service.

11. Exclusion of Warranties

- 11.1 Although all care has been taken to ensure that the Services including without limitation, the information, suggestions and recommendations made by us are personalised to your physical needs, medical conditions and lifestyle choices, you acknowledge and fully understand that such Services may involve the adoption of certain nutritional regimes and/or your participation in certain strenuous activities which may (a) have a detrimental effect to your physical and mental health and/or existing medical condition; (b) contradict the advice given to you by your physician or medical practitioner; or (c) cause serious physical injury, permanent disability, long term physical and mental health complications or death. Pursuant to the foregoing, you hereby agree that your use of the Service shall be entirely at your own risk and that Pocket Innovation and Lifestyle Fitness shall, to the extent permissible by law, exclude all personal injuries and damages specifically set out in this clause 11.1.
- 11.2 If you are between the ages of 16 and 21, you acknowledge that embarking on the Service may affect your physiological growth, mental and emotional development and any pre-existing medical condition which may result in, inter alia, long term or permanent physical disabilities, physiological disorders and mental and emotional complications.
- 11.3 Unless otherwise expressly set out to the contrary on the Website, you acknowledge that Pocket Innovation and its employees and sub-contractors are not licensed dieticians and any nutritional information or guidelines provided by Pocket Innovation and Lifestyle Fitness are suggestions and that you embark on any diet regime at your own risk.
- 11.4 You acknowledge and agree that by embarking on the Pocket PT and Lifestyle Fitness, you do so upon your compliance with your physician or medical practitioner's advice and the use of the Service shall be entirely at your own risk.
- 11.5 The Services are provided to you as is and we do not give any warranties for anything whatsoever including without limitation any information relating to your personal health and the safety, adequacy, suitability, reliability and effectiveness of the Services provided to you.
- 11.6 In relation to the Website or any other websites operated by us, except as expressly stated herein, the information provided is intended as general information only. Due to the unique nature of each individual's physical health and development, such information must not be relied on in making specific health, lifestyle or medical choice without first consulting with your physician or medical practitioner, and therefore is presented 'as is'. We do not give any warranties or guaranties in respect of such information nor shall we be liable for any specific outcome as a result of your reliance on such information.

12. Liability

- 12.1 Our liability to you in relation to death or personal injury resulting from our negligence shall only be to the extent of our knowledge of your current health and medical conditions expressly disclosed by you at the point of your subscription to the Service and to the extent that we cannot legally exclude such liability.

- 12.2 We shall not be liable to you for all direct loss which is not reasonably foreseeable at the time of its occurrence as a result of your use of the Service and for any indirect or consequential loss including, without limitation, any information provided to you relating to your personal health, the safety, adequacy, suitability or effectiveness of the Service, the unavailability of the Service, loss of income, business or profits, or any loss or damage whatsoever.
- 12.3 We expressly exclude all liabilities including all direct or indirect loss suffered by any third party using or relying (with or without our knowledge) on the Service.
- 12.4 We exclude all liability to you if we cannot provide the Service for reasons that are beyond our reasonable control.
- 12.5 Subject to clause 12.1, our maximum aggregate liability to you for an event or a series of event under, arising from or in connection with these Terms whether arising in contract, tort (including negligence) or otherwise, shall not exceed the total Charges paid by you to us during the preceding 6 month period.
- 12.6 This clause 12 shall survive the termination of these Terms for whatever reason.

13. Variations to these Terms

- 13.1 We may update or revise these Terms from time to time and will give you notice of such updates through a message displayed on the Website. We will give you at least thirty (30) days notice of any changes to these Terms. If you are using the Service and do not accept any such changes, you can cancel the Contract and the Service by notice in writing to Pocket Innovation within such thirty (30) days notice. Your continued use of the Service after the implementation of the changes will be deemed to be your acceptance by you of such changes.

14. Dispute Resolution

- 14.1 If you have any complaints in relation to the Services please contact us by emailing our Complaints Department at (Pocket PT) account@pocket-innovation.com, calling us at +44 207 4073535 or writing to us at Unit LF 1.3 The Leathermarket, Weston Street, Bermondsey, London SE1 3ER, (Lifestyle Fitness) members@lsfit.co.uk, calling us at +7824 666639, or in writing to 29 Rolleston Drive, Nottingham, NG5 7JA, in the first instance.

15. Assignment

- 15.1 This Contract is personal to you and you may not transfer the Contract to any third party at any time. We may transfer the Contract to any third party at any time.

16. General

- 16.1 If we fail, at any time during the term of these Terms, to insist upon strict performance of any of your obligations under these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under these Terms, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 16.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 16.3 No waiver by us of any of the Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

- 16.4 If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- 16.5 These Terms and any document expressly referred to in them represent the entire agreement between you and us in relation to the Services and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 16.6 As a registered Member of Lifestyle Fitness UK Ltd, you agree to abide by these Terms and Conditions, and when purchasing anything from a Lifestyle Fitness UK Ltd Business Partner of products, services, or activities you agree that these Terms and Conditions shall apply to your purchase.
- 16.7 Lifestyle Fitness will issue your Lifestyle Fitness UK Ltd Membership Card and Membership pack ("Lifestyle Fitness UK Ltd Membership Pack") within ten working days following receipt of the Payment.
- 16.8 As a Member of Lifestyle Fitness UK Ltd, you are entitled to all of the Privileges set out on our Site.
- 16.9 As a registered Member of Lifestyle Fitness UK Ltd, please note that Suppliers of Privileges and the Privileges themselves are subject to availability and may change from time to time with limited notice.