

Terms and Conditions

Access and use of the website *www.APlanfit.com* (“**Site**”) and the services offered by APlan (“**Services**”) are subject to your acceptance of these terms and conditions which, together with our Privacy Policy constitute the terms and conditions (collectively, the "**Terms**"). If you do not agree to these Terms, please do not use our Site or the Services.

These Terms apply to any user who uses the Site and/or our Services ("**User**" in the singular and "**Users**" in the plural) and do not modify, but rather integrate, any other legal terms, agreements or forms entered into between the Users and APlan.

1. Access and use of the Site and the Services

By accessing the Site or agreeing to use the Services the User accepts these Terms and agrees: (a) not to use the Site for any illegal purposes; (b) to comply with any age restrictions made known to the User for the Services; (c) not to engage in any activity that would potentially exploit children, promote violence, terrorism, extremism or hate; (d) not to harm the reputation of APlan brand and any of its intellectual property; (e) not to share content that may be infringing third party copyrights; and (f) not to display or share inappropriate content or material.

APlan may restrict access to the Site or refuse to provide any Services to a User as well as take any other action it deems appropriate at any time and without notice where: (a) APlan reasonably believes that the User is using the Site in violation of these Terms; or (b) APlan deems it reasonably necessary to restrict access to the Site for security or maintenance purposes.

The use of the Site is free and is permitted exclusively for personal and non-commercial purposes by the User.

The Site and the Services offered by APlan are not intended for minors under the age of sixteen without their legal guardian’s supervision.

The Site or the Services offered by APlan may be unavailable from time to time, may be offered for a limited time, or may vary depending on the User’s region. APlan endeavours to keep the Site up and running at all times; however, all online services suffer occasional disruptions and outages, and APlan shall not be liable for any disruption or loss that the User may suffer as a result of such interruptions.

2. Information on the use of personal data

For APlan to provide the User’s any Services, the Users will be required to provide some information, which information may be sensitive and/or personal.

The Users undertakes to provide accurate, real and complete information and to keep, if necessary, the data provided updated, being exclusively responsible for the truthfulness and accuracy of the same, as well as for any damage caused by failure to comply with this commitment.

Personal data is processed and managed by APlan in accordance with its Privacy Policy, which is available at the Site. The Privacy Policy forms part of these Terms.

3. Intellectual property rights

APlan is the owner of any copyright and related rights and/or any other intellectual property rights connected to the Site, APlan's brand and all content made available or referred to at the Site or during the provision of Services, including any updates, modifications or integrations of the Site, any audio-video work as well as all information and/or content relating to the Site (collectively, the "**Material**"), as well as any trademark, logo, domain name or other distinctive sign, registered or unregistered, referring to APlan (the "**Marks**").

Both the Material and the Marks are protected by applicable copyright laws as well as by applicable international treaties and, therefore, any exploitation of the same that is not expressly authorized by these Terms and/or by applicable laws or regulations is expressly prohibited.

In particular, it is prohibited for the User, unless expressly permitted in these Terms:

- reproduce in any form, in whole or in part, direct or indirect, temporary or permanent, the Material and/or the Marks;
- sell, assign, sublicense, transfer or distribute the Site or any Material;
- use the Site for any illegal, obscene, abusive, offensive, harassing or improper purpose; or
- alter or make modifications of any kind to all or part of the Materials and/or the Marks, or attempt to interfere with the Site and their functioning.

4. Warranty disclaimer

APlan provides no warranties, express or implied, in relation to the Site which is offered on an "as is" and "as available" basis. To the fullest extent permitted by law, APlan, its owners, officers, employees, instructors and representatives disclaim all warranties, express or implied, in connection with the Site and the Services. Further, APlan makes no warranties or representations about the accuracy or completeness of the Material and assumes no liability or responsibility for any: (i) errors, mistakes, or inaccuracies in the Material; (ii) personal injury, damage to health or property damage, of any nature whatsoever, resulting from User's access to and use of the Site or the Services; (iii) unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored therein; (iv) interruption or cessation of the Site; (v) errors or omissions in any Material or for any loss or damage of any kind incurred as a result of

the use of any content posted, emailed, transmitted, or otherwise made available via the Site; and (vi) breaches of any intellectual property rights of any person.

5. Third party content

The Site may contain links to third party websites that are not owned or controlled by APlan. APlan has no control over, and assumes no responsibility for, the content, privacy policies or practices of any third-party websites. In addition, APlan will not, and cannot censor or edit the content of any third-party sites. By using the Site, the User expressly acknowledges and agrees that APlan shall not be responsible for any damages, claims or other liability arising directly or indirectly from or related to your use of any third-party websites. APlan does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Site or any hyperlinked website or feature in the Site or advertising or news, and APlan will not be a party to or in any way be responsible for monitoring any transactions between the Users and third-party providers of products or services.

6. Link to the Site

The User may create a link to the Site only with the prior written authorization of APlan, exclusively on the condition that this does not infringe any intellectual property rights or any other rights of APlan and/or third parties or that, in any case, does not violate laws, regulations, public order or morality, without however being able to generate the public's erroneous belief regarding the existence of any relationship of collaboration or dependence or otherwise between the User and APlan.

It is understood that the activation of the link cannot be implemented from a site that is not administered by the User (or in relation to which the User does not exercise any ownership).

APlan reserves the right in any case to oppose the activation of links to the Site as well as to revoke at any time and without notice the User's right to create the link to the Site as well as the right to take any other type of necessary measure (or in any case appropriate based on the circumstances), where even only part of this provision is violated. The User undertakes to keep APlan fully harmless from any damage suffered as a result of the violation of this provision.

7. Memberships and fees

Should any (weekly, monthly or annual) memberships be offered at the Site or for the Services, any membership fees paid shall be non-transferrable and non-refundable.

Any failure to make a payment that is due and payable for any Services offered by APlan may result in immediate cancellation of the access to the Services.

8. Absence of liability

APlan assumes no responsibility for the contents and information supplied by the User.

Use of the Site and the Services by the User is entirely at the User's own risk. To the extent permitted by applicable laws, APlan and its owners, officers, employees, trainers, consultants or representatives shall not be liable for any direct, indirect incidental, special, punitive or consequential damages (including damages for lost profits, business interruption, loss of business information, or any other pecuniary damage) or for loss resulting from:

- suspension, interruption, unavailability, reliability or usability of the Site and/or the Services;
- the use (or incorrect use) of the Site, the Material or the Services or any incorrect application of the advice provided;
- errors, mistakes, or inaccuracies in the Material;
- personal injury or property damage of any nature whatsoever resulting from access to and use of the Site or the Services;
- any unauthorized access to or use of APlan's secure servers and/or any and all personal information;
- any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the Site by any third party; and/or
- the use of any content posted, emailed, transmitted, or otherwise made available via the Site or the Services.

The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. APlan's liability for loss and/or damage suffered as a result of the contents of the Site is limited to eliminating the content or material within a reasonable time.

9. Liability waiver for use of the Services

Prior to signing up for the Services that involve physical activity, the Users of the Services undertake to inform APlan of any physical limitations. The Users represent and warrant that the Users are in good health and the Users do not suffer from any medical condition that would prevent or limit the Users from availing any Services. The Users understand that it is their obligation to consult the medical professional prior to signing up for the Services. The Users understand the risks associated with the activities offered by APlan and the Users agree to follow the instructions provided during any activity.

The Users waive and release APlan, its owners, officers, employees, consultants and instructors from any claim, demand or cause of action of any kind resulting from or related to the User participating in the Services. The Users understand and acknowledge that they are fully responsible for any and all risks, injuries or damages known or unknown which may occur as a result of the User's participation in any activity offered by APlan.

10. Indemnity

The Users agree to defend, indemnify and hold harmless APlan, its owners, officers, employees and representatives from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) the User's use of and access to the Site and the Services; (ii) the User's violation of these Terms; (iii) the User's violation of any third party right, including without limitation any copyright, property or privacy right. This defence and indemnification obligation will survive the duration of the use of the Services.

11. Modifications to the Site

With a view to improving the experience relating to the use of the Site, the functions of the Site may undergo variations from time to time, without APlan being able to notify the User in advance of the occurrence of the changes.

12. Changes to the Terms

In any case whenever the need for adaptation to current regulatory provisions arises, the content of these Terms may also be subject to modifications, in whole or in part, and, therefore, the User is invited to access with regularity this section of the Site to check the most updated version of the Terms from time to time. The subsequent use of the Site and the Services by the User following the changes made is understood as acceptance of the changes to the Terms.

13. Invalidity of any provision

If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms which shall remain in full force and effect.

14. Applicable law and dispute resolution

These Terms are governed by Spanish law. Without prejudice to the jurisdiction of the natural court of the consumer, if the User can be qualified as such based on the applicable legislation, and without prejudice to any other mandatory legal limits, the courts of Spain will be exclusively competent for any dispute connected to these Terms.

Any cause of action arising out of or related to this Policy that you may have against APlan must commence withing one (1) year after the cause of action accrues, otherwise such cause of action is permanently barred.

Contact us

Should you wish to contact APlan at any time to discuss any part of these Terms, make a complaint or suggestion, please contact us via the '*Contact Us*' link at the Site or at alex@Aplanfit.com.