

Web Site Terms and Conditions of Use

Welcome to <https://bofittraining.ca/> (this “Site”), a website operated by BoFit Personal Training Studio. The Site provides visitors and customers with access to content about our businesses and the products and services we offer. These terms and conditions of use (these “Terms of Use”) govern your general access to, and use of this Site. If you make a purchase via the Site, the products and services you buy will be governed by separate legal terms and conditions as described in greater detail below.

You consent to and agree with these Terms of Use by virtue of accessing and using the Site. We reserve the right, at our discretion, to change these Terms of Use from time to time. Please check the Site periodically for such changes. By continuing to access and use this Site following the posting of changes, you accept and agree to the revised version. This Terms of Use is a legal document, so clarity is important. We'll use this section to let you know about some words that have special meanings whenever you see them here. The words “you” and “your” refer to each individual accessing this Site whether or not under an Account. The words “BoFit Personal Training Studio”, “we”, “us” and “our” refer to BoFit Personal Training Studio, acting on behalf of itself and, where applicable, its affiliates and third-party licensors. You also will notice that we capitalize certain additional words in these Terms of Use even though grammatical rules do not require them. We do this because, in the context of these Terms of Use, such capitalized words have specific meanings which can be found where they are first used, as indicated by bold text.

1. Rights and Conditions. You may access and view the audio and visual information, text, graphics, forms, documents, cartography, images, data, and materials made available on this Site (the “Content”) on your computer, mobile device, or other Internet-compatible devices solely in connection with your personal, non-commercial use. You may also make single copies or print-outs of the Content in connection with your permitted use. You may not make use of this Site including any Content for any commercial purpose unless you have received our express written prior permission in advance. You acknowledge that any use of this Site or Content, except as otherwise permitted herein, is a breach of these Terms of Use, and may put you in violation of Applicable Laws. We will not be responsible or liable for any loss or damage arising from your failure to comply with these Terms of Use. As explained in the initial paragraph above, we do not consider our products and services to be part of the Content governed by these Terms of Use. Products and services are, as indicated, governed by separate legal terms.

2. Applicable Laws. We control and operate the Site from within the United States of America (the “USA”). The Site is directed at visitors from the USA, 18 years of age and over. The English language version of these Terms of Use is the controlling version regardless of any translation you may attempt.

We do not represent that this Site or its Content is appropriate or lawful for use in other locations outside of the USA or that our operation (including our processing and handling of Submitted Materials) will comply with all local laws. Users who choose to access this Site from outside the USA or provide Submitted Materials as non-USA citizens, do so of their own initiative and are responsible for compliance with all applicable local, state, national and international laws and treaties ("Applicable Laws"). These Terms of Use shall be governed by and construed in accordance with the laws of the State of Idaho and the U.S. federal laws enforced within, without regard to principles of conflicts of laws. All proceedings relating to us, the Site, or these Terms of Use shall be brought in the state or federal courts located in Idaho and you hereby irrevocably consent to the personal and exclusive jurisdiction of such courts.

3. Content. Site Content will have a variety of origins, including information generated and provided by us and third parties. We do not provide any warranty that the Content is or will be:

– accurate or complete; – current (or that it will be updated); – error-free (either technically or with respect to typographical errors); and/or – free from interruptions, computer viruses, or other harmful components.

You may make use of the Content under the rights set forth in these Terms of Use but under no circumstances will we be liable for any loss or damage caused by your reliance on Content. It is, therefore, your responsibility to evaluate the accuracy, completeness, or usefulness of any information, opinion, advice, or other elements of the Content.

4. Social Media. This section applies to everyone who interacts with our social media presence. You are therefore viewing this page because you either linked from the social media features on this Site (such as blogs and comments sections) ("Internal Social Media Features") or from comment sections, feeds, and other elements of social media presence viewable on Facebook, Twitter, Instagram, YouTube, Google+, LinkedIn or any of the many other available external third-party social media platforms we utilize ("External Social Media Presence"). Social media platforms are places of public information exchange, and you should have no expectation of privacy. Specifically, paragraph 7 hereof does not apply to our External Social Media Presence. The sites and platforms that host our External Social Media Presence are not controlled by us and therefore their own, and not our privacy policies and terms of use will apply. The comments and opinions expressed by users on social media are theirs alone and do not reflect the opinions of the BoFit Personal Training Studio Parties. Comments that some would consider inappropriate or offensive may appear on our Internal Social Media Features and on our External Social Media Presence and may remain there until they have been identified by us or called to our attention and we are able to work through the necessary procedures and technical processes to have them removed. If you see an offensive or inappropriate post or comment on our External Social Media Presence, you should report it to the operator of the applicable site or platform using the procedures they have established for that purpose. If you see such a post on Internal Social Media Features it should be reported directly to us via the contact information below.

5. Trademarks and other Intellectual Property Rights. The logos, names, and other similar marks (collectively, the “Trademarks”) displayed on this Site are registered and unregistered Trademarks of ours and our licensors and may not be used unless authorized by the Trademark owner. Nothing contained on this Site should be construed as granting any such license or other rights to use any Trademark displayed on this Site. As between you and us, we are the exclusive owners of all rights, title, and interests, including intellectual property rights (including copyrights, patents, and trademarks), proprietary rights (including trade secrets and database rights), and moral rights (including rights of attribution and authorship) throughout the world in and to this Site, its Content and its and their look and feel, design and organization and compilation. If you believe any content appearing on this Site violates your intellectual property rights, please give us notice so we can consider appropriate takedown procedures.

6. Account Registration. In order to purchase the BoFit Personal Training Studio products and services offered on this Site you will have to register and create an account (an “Account”). Your obligations with respect to your Account, as well as the rights and obligations you have with respect to products and services you purchase using your Account will be governed by the separate legal terms and conditions contained in the End User License Agreement that you will be prompted to review during the purchasing process and that you will agree to be bound by as part of the account setup and completion of the purchase of our products and services.

7. Submitted Materials; User Generated Content. All information, ideas, suggestions, concepts, or other materials submitted by you voluntarily or at our request, such as questions sent to us via the “Contact Us” link or user-generated content on our Internal Social Media Features or External Social Media Presence (collectively, “Submitted Materials”) may be used by us in any lawful manner, provided that personal information portions of Submitted Materials will only be used as described in this paragraph 7. By providing Submitted Materials you: (a) represent and warrant that you own or otherwise have all necessary rights to do so and that the Submitted Materials comply with Applicable Laws; and (b) you grant to us a royalty-free, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sublicensable right and license to copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display, make, sell, export and otherwise use such material (in whole or part) and/or to incorporate it in other works in any form, media or technology now known or later developed. We cannot be responsible for maintaining any Submitted Materials that you provide to us; therefore, you should retain all such data and information in your own records.

8. Our Privacy Policies. Our collection of certain information about you including personal information provided as part of the below described Submitted Materials is subject to the Site’s Privacy Policy (<https://bofittraining.ca/privacy-policy>), which is incorporated herein by reference for all purposes.

9. Prohibited User Conduct. You are expressly prohibited from engaging or assisting others engaging in the conduct listed below:

interfering with, disrupting, altering, or destroying the Site or its Content; probing, scanning, or testing the vulnerability of the Site or any system or network on, from, or through which the Site is provided; attempting to circumvent or defeat any system or network security measures on, from, or through which the Site is provided; removing, modifying, or obscuring any proprietary rights notices that we place on the Site; spidering, "screen scraping," "database scraping," harvesting or otherwise attempting automatic or manual means of accessing, logging in to, obtaining data or information from or using this Site or any Account; impersonating any person or entity or misrepresenting your affiliation with any other person or entity; transmitting, distributing, disseminating, publishing, or storing any information that is in violation of Applicable Law or constitutes or contains false or misleading indications of origin, endorsement, or statements of fact or is fraudulent, libelous, defamatory, abusive, obscene, indecent, or harassing, or that threatens or encourages injury to persons or property or infringement of the lawful rights of any party; violating the privacy rights of any party under Applicable Law; introducing harmful or malicious code (such as viruses and malware); or using the Site to send, relay, forward, bounce, reply, or otherwise route commercial or non-commercial unsolicited electronic messages (commonly referred to as "spam") or commercial electronic messages, even if previously solicited by the intended recipient, including by inserting your own or a third party's advertising, branding or other promotional content into any of the Site's Content.

10. Third-Party Web Sites. You may see on the Site hyperlinks or pointers to other websites maintained by third parties and we also may provide third-party content on the Site by framing or other methods (collectively, "Links"). Links are provided for your convenience and information only. The fact that we provide a Link does not mean that we endorse, authorize or sponsor that website or offering or that we are affiliated with the third-party owners or sponsors. Neither the websites nor parties to which a Link will bring you are under our control and as such we are not responsible in any way for their availability, content, advertising, products, or materials, including any further links their sites may contain. This means that once you follow a Link, you are no longer subject to our Privacy Policy. You should, therefore, carefully review the privacy statements and other conditions of use and sale related to any Links. We reserve the right to terminate a Link at any time without notice.

11. Liability and Indemnity. THE SITE, ITS CONTENT, AND ANY OTHER INFORMATION, PRODUCTS, OR SERVICES ON IT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BoFit Personal Training Studio, ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, MEMBERS, MANAGERS, AND REPRESENTATIVES ("BoFit Personal Training Studio PARTIES") DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED OR STATUTORY. IF YOU ARE DISSATISFIED WITH THE SITE, THE CONTENT, OR ITS PRODUCTS AND SERVICES, YOUR SOLE REMEDY IS TO DISCONTINUE ITS USE. THE BoFit Personal Training Studio PARTIES HAVE NO LIABILITY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, (INCLUDING CLAIMS OF DEFAMATION, ERRORS, LOSS OF DATA, OR INTERRUPTION IN AVAILABILITY OF DATA), OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATING TO YOUR USE OF, OR THE INABILITY TO USE, THE SITE, ITS CONTENT OR PRODUCTS, AND SERVICES THAT YOU ACCESS THROUGH THE SITE. THESE LIMITATIONS SHALL APPLY TO ANY

THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE BoFit Personal Training Studio PARTIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE. You agree to defend, indemnify and hold the BoFit Personal Training Studio Parties harmless from any and all claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising in any way from your use of this Site, or your breach or violation of Applicable Laws or of these Terms of Use. BoFit Personal Training Studio reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with BoFit Personal Training Studio's defense of the such claim.

12. Term and Termination. These Terms of Use apply to all users of this Site at all times until we supersede and replace them. We may at any time terminate, change, suspend, add to or discontinue any aspect of this Site itself, or your right to use it, including your Account, without notice or liability to you.

13. Miscellaneous. These Terms of Use and Privacy Policy are the entire and exclusive agreement between us and all visitors and users of the Site; provided that those who become our customers by purchasing our products and services will also be subject to the EULA. Neither any course of conduct between the parties nor trade practice will modify these Terms of Use. We may assign our rights and duties under these Terms of Use to any party at any time without notice to you. You agree that regardless of any statute or law to the contrary, any claim or cause of action by you arising out of or related to the use of this Site, these Terms of Use or the Privacy Policy must be filed by you within one year after such claim or cause of action arose or be forever barred. Should any provision of these Terms of Use be held to be unenforceable, that provision will be limited to the minimum extent necessary, and the remaining provisions hereof shall remain in full force and effect. The waiver of any breach of these Terms of Use will not constitute a waiver of any other or future breach and will not act to amend or negate the rights of the waiving party. You may not assign your rights or obligations hereunder. The provisions of these Terms of Use pertaining to disclaimers, exclusion of damages, limitation of liability, and indemnification shall survive termination. The word "including" is exemplary meaning "including, without limitation" or "including, but not limited to" unless otherwise indicated.

If you have questions, please contact us at <https://bofittraining.ca/>