

# TERMS AND CONDITIONS

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### TERMS AND CONDITIONS

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# I. INTRODUCTION

[www.themercadomethod.co.uk](http://www.themercadomethod.co.uk) (“we,” “us,” or “our”) welcomes you.

We offer you access to our product and services through our “Website” (defined below) subject to the following Terms of Service, which may be updated by us from time to time with or without notice to you. By accessing and using this Website, you acknowledge that you have read, understood and agree to be lawfully bound by these terms and conditions and our Privacy Policy, which are hereby incorporated by reference (collectively, this “Agreement”). In case you do not agree with any of these terms, then please do not use the Website.

# II. DEFINITIONS

- “**Agreement**” denotes to this Terms and Conditions and the Privacy Policy and other documents provided to you by the Website;
- “**Product**” or “**Products**” refers to the good or items offered through our website;
- “**Service**” or “**Services**” denotes any service shown below, which we may offer from our Website.
- “**User**”, “**You**” and “**your**” denotes to the person who is accessing the website for taking or availing any service from us;
- “**We**”, “**us**” and “**our**” are references to **The Mercado Method**;
- “**Website**” shall mean and include “<https://www.themercadomethod.co.uk>”, and any successor Website or any of its affiliates;
- “**User Account**” shall mean an electronic account opened for the customer for availing various services offered on the website;
- “**Subscription Fee**” means the subscription fee paid by User for participation in the Subscription Plan, paid directly by Users to the Website.

- “**Subscription Plan**” shall mean the plan available on the Website through which users can avail various web Services available on the Website.

### III. INTERPRETATION

- All references to the singular include the plural and vice versa and the word "includes" should be construed as "without limitation".
- Words used herein regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.
- Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.
- All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of the terms of this Agreement.

### IV. INTRODUCTION AND SCOPE

- **Special Conditions**

You acknowledge and agree that:

- If you have any urgent health concern or require any medical advice, then please avoid from using our service and should immediately contact your physician
- You should never change or stop any course of medical treatment before consulting your physician
- **Scope.** These Terms govern your use of the Website and the Services. Except as otherwise specified, these Terms do not apply to Third-Party Products or Services, which are governed by their own terms of service.
- **Eligibility:** Certain Service of the Website is not available to minors under the age of 18 or to any users suspended or removed from the system by us for any reason.

- **Electronic Communication:** When you use this Website or send e-mails and other electronic communications from your desktop or mobile device to us, you are communicating with us electronically. By sending, you agree to receive a reply communications from us electronically in the same format and you can keep copies of these communications for your records.

## **V. SERVICES**

Themercadomethod.co.uk offers a results-driven approach to working out. It is a digital platform that you with a simple, hassle-free way to plan and book your classes in advance for the week ahead. Customers access these workouts via website from anywhere they can perform the assigned workouts.

We provide expert opinions, analysis, and recommendations to organisations or individuals, based on their business specialism. Our aim is to fix or offer support in building your brand; the objective troubleshooters providing strategies to prevent problems and improve performance.

## **VI. MODIFICATIONS TO THE SERVICE**

We reserve the right, in our discretion, to change, modify, add to, or remove portions of the Terms (collectively, “Changes”), at any time. We may notify you of Changes by sending an email to the address identified in your Account or by posting a revised version of the Terms incorporating the Changes to its Website.

## **VII. ACCOUNT**

If you access this Website anonymously, you will not be required to create a user name. But, in order to access certain Resources, you may be required to provide specific information and to create a user ID and password to establish an account.

You agree that the information you provide in connection to establishing an account is accurate and that you will keep your information up-to-date. You are responsible for the security of all of your user names, passwords and registration information (such as unique account identifiers or historical billing information), and you

are solely responsible for any use (authorised or not) of your accounts. You agree to notify us immediately about any unauthorised activity regarding any of your accounts or other breaches of security. We may at our discretion suspend or terminate any of your user names and passwords at any time with or without notice.

## **VIII. USER CONTENT**

### **A. Content Responsibility.**

The website permits you to share content, post comments, feedback etc. (“content”) but you are solely responsible for the content posted by you. You represent that you have required permission to use the content.

When posting content to the website, please do not post content that:

- contains ill-mannered, profane, abusive, racist or hateful language or expressions, text, photographs or illustrations that are pornographic or in poor taste, inflammatory attacks of a personal, racial or religious nature
- is defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains gross exaggeration or unsubstantiated claims
- violates the privacy rights of any third party, is unreasonably harmful or offensive to any individual or community
- discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation or disability, or refers to such matters in any manner prohibited by law
- violates or inappropriately encourages the violation of any municipal, state, federal or international law, rule, regulation or ordinance
- transmits viruses or other harmful, disruptive or destructive files
- sends repeated messages related to another user and/or makes derogatory or offensive comments about another individual or repeats prior posting of the same message under multiple emails or subjects
- Information or data which are unlawfully obtained

Any submitted content will be refused by us. If repeated violations occur, we reserve the right to cancel user access to the website without advanced notice.

## IX. BOOKING

For booking, our website assists the user. In response to the Service request (for booking date, time etc.) made by the user, we directly through its computerised database book training class of the user as per the availability. Once a booking made by the user. We will provide the confirmation of the booking to the user by email or SMS.

An account will be created for the user immediately after submitting your booking. The account access instruction will be provided in the email.

By Completing a Service Booking, you agree to receive email and mobile notifications for each for the following booking statuses: Pending, Approved, Rejected, Canceled, and rescheduled.

## X. SUBSCRIPTION AND PAYMENT

- Any order for subscribing to our Subscription plan available on our website shall be between User and themercadomethod.co.uk. User agrees to take particular care when providing us with its details and warrant that these details are accurate and complete at the time of ordering.
- **SUBSCRIPTION CHARGES:** It is agreed by the user that:
  - The User shall pay the required subscription fee to us as per the Subscription plan available on the Website.
- **Payment:** Payment mode shall be:
  - PayPal and;
  - Stripe
- The Class link will be provided through Email. Any order for subscribing to any Subscription plan that you place with us is subject to acceptance by us. When you place your order

online we will send you an email to confirm that we have received it.

- We may refuse or be unable to process your order/ subscription if:
  - Your Stripe or Paypal account does not give authorisation for the payment of purchase price.
  - You do not meet the eligibility to order criteria set out above.
- The user can cancel the subscription of any service anytime through their account.
- We take customer feedback very seriously and use it to constantly improve our products and quality of service.

## **XI. GEOGRAPHIC RESTRICTION**

We reserve the right, to limit the usage or supply of any product or service to any person, geographic region or jurisdiction. We may use this right as per the necessity. We reserve the right to suspend any Service at any time. Any offer to provide any Product or Service made on this Website is invalid where banned.

## **XII. USER RESPONSIBILITIES**

- You shall use the Service and Website for a lawful purpose and comply with all the applicable laws while using the Website;
- You shall not upload, any content on the website that:
  - Defamatory, infringes any trademark, copyright or any proprietary rights of any person or affect any one's privacy, contain violence or hate speech, including any sensitive information about any person.
- You shall not use or access the Website for collecting any market research for some competing business;
- You shall not misrepresent or personate any person or entity for any false or illegal purpose;
- You shall not use any virus, hacking tool for interfering in the operation of the Website or data and files of the Website;

- You will not use any device, scraper or any automated thing to access the Website for any purpose without taking permission from us.
  - You will inform us about anything is inappropriate or you can inform us if you find something illegal in the website;
  - You will not interfere with or try to interrupt the proper operation of the Website through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or try to gain access to any data, files, or passwords connected to the Website through hacking, password or data mining, or any other means;
  - You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features (e.g., report abuse button) on the Website;
  - You will not take any action that levies or may levy (in our sole decision) an unreasonable or unreasonably big load on our technical arrangement; and
  - You will let us know about unsuitable content of which you become aware. If you discover something that infringes any law, please let us know, and we'll review it.
- 
- Users must not impersonate any other person or entity or use a false name or a name that they have no authority to use.

We reserve the right, in our sole and absolute discretion, to deny you access to the Website or any service, or any portion of the Website or service, without notice, and to remove any content.

#### **XIV.NO ADVISORY**

Please note that some of the content, text, data, graphics, images, information, suggestions, guidance, and other material (collectively, "Information") that may be available on the Website (including information provided in direct response to your questions or postings) may be provided by individuals. We do not in any way endorse any individual described herein. In no event shall we be liable to you or anyone else for any decision made or action taken by you in reliance on such information.



If you rely on any of the Information provided by the Site, you do so solely at your own risk. The Information that you obtain or receive from us and our employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Website are for informational and scheduling purposes only. These terms and conditions can be accessed [www.themercadomethod.co.uk](http://www.themercadomethod.co.uk). Your use of Information provided on the Website is solely at your own risk.

## **XV. GENERAL CONDITIONS**

- We do not guarantee the accuracy, completeness, validity, or timeliness of information listed by us.
- We make material changes to these terms and conditions from time to time, we may notify you either by prominently posting a notice of such changes or via email communication.
- The website is licensed to you on a limited, non-exclusive, non-transferrable, non-sub-licensable basis, solely to be used in connection with the Service for your private, personal, non-commercial use, subject to all the terms and conditions of this Agreement as they are applicable to the Service.
- You further acknowledge and agree that we have no obligation whatsoever to furnish any maintenance and support services with respect to the website.
- If you are pregnant this must be declared to the instructor before the class start so they can access if you are eligible to do the class.
- if you are pregnant you will need to read the pre and post medical pack before attend the class.
- You must read and fill in the Par-Q before attending the class and return the form
- For attending the class, you should be login before 5 minutes before the Class start on time.
- If you are late for more than 5 minutes then you will not be allowed to attend/enter the class, as you have missed your warm-up session.
- The Class link will be sent through email. You will not be allowed to share these zoom links, all our links are individual use only and if any user breaches these terms, then we have the right to suspend any user to access our links or our services.

## **XVI.RELEASE**

You release us and our successors from all losses, damages, rights, and demands and actions of any kind, including personal injuries, death, and property damage, that are directly or indirectly related to or arising from your use of the Services (collectively, “Claims”).

## **XVII.EXCLUSION OF LIABILITY**

If you are suffering from any disease, please report this to us. If for some reason you don't report this to us, we are not responsible for any problems.

You understand and agree that we (a) do not guarantee the accuracy, completeness, validity, or timeliness of information listed by us or any third parties; and (b) shall not be responsible for any materials posted by us or any third party. You shall use your own judgment, caution, and common sense in evaluating any prospective methods or offers and any information provided by us or any third party.

Further, we shall not be liable for direct, indirect consequential or any other form of loss or damage that may be suffered by a user through the use of the [www.fitnesssensation.co.uk](http://www.fitnesssensation.co.uk) Website including loss of data or information or any kind of financial or physical loss or damage.

In no event shall **The Mercado Method**, nor its Owners, directors, employees, partners, agents, suppliers, or affiliates, be accountable for any indirect, incidental, special, eventful or exemplary costs, including without limitation, loss of proceeds, figures, usage, goodwill, or other intangible losses, consequential from (i) your use or access of or failure to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content attained from the Service; and (iv) unlawful access, use or alteration of your transmissions or content, whether or not based on guarantee, agreement, domestic wrong (including carelessness) or any other lawful concept, whether or not we've been aware of the possibility of such damage, and even if a cure set forth herein is originated to have futile of its important purpose.

## **XVIII.NO RESPONSIBILITY**

We are not responsible to you for:

- any reliance that you may place on any material or commentary posted on our website. Please note that nothing contained in our website or the material published on it is intended to amount to advice on which you should rely; or
- any losses you suffer because the information you put into our website is inaccurate or incomplete; or
- any losses you suffer if the information you put into our website is accurate but the Service provider's website has not accurately reflected that information because its system is not working correctly; or
- any losses you suffer if you misrepresent any fact which may influence the Service provider's decision to accept the risk or the terms offered; or
- any losses you suffer because you cannot use our website at any time; or
- any errors in or omissions from our website; or
- any unauthorised access or loss of personal information that is beyond our control.

## **XIX.THIRD PARTY LINKS**

The Website may comprise links to external or third-party Websites ("External Sites"). These links are provided exclusively as ease to you and not as an authorisation by us of the content on such External Sites.

The content of such External Sites is created and used by others. You can communicate the site administrator of those External Sites. We are not accountable for the content provided in the link of any External Sites and do not provide any representations about the content or correctness of the information on such External Sites. You should take safety measure(s) when you are downloading files from all these Websites to safeguard your computer from viruses and other critical programs. If you agree to access linked External Sites, you do so at your own risk.

## **XX. PERSONAL INFORMATION AND PRIVACY POLICY**

By accessing or using this Website, you approve us to use, store or otherwise process your personal information as per our Privacy Policy.

## **XXI. ERRORS, INACCURACIES AND OMISSIONS**

Every effort has been taken to ensure that the information offered on this Website is accurate and error-free. We apologise for any errors or omissions that may have occurred. We cannot give you any warranty that usage of the Website will be error-free or fit for purpose, timely, that defects will be amended, or that the site or the server that makes it available are free of viruses or bugs or signifies the full functionality, accuracy, reliability of the Website and we do not make any warranty whatsoever, whether express or implied, relating to fitness for purpose, or accuracy.

## **XXII. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

THE WEBSITE AND THE SERVICE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING THAT THE WEBSITE WILL OPERATE ERROR-FREE OR THAT THE WEBSITE, ITS SERVERS OR ITS CONTENT OR SERVICE ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

WE DISCLAIM ALL LICENSES OR WARRANTIES, INCLUDING, BUT NOT LIMITED TO, LICENSES OR WARRANTIES OF TITLE, MERCHANTABILITY, NON-VIOLATION OF THIRD PARTIES’ RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A MATTER OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. IN RELATION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: (I) WE SHALL NOT BE LIABLE FOR ANY UNINTENDED, INCIDENTAL, OR SUBSTANTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS STOPPAGE RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE

THE WEBSITE OR THE CONTENT, EVEN IF WE HAVE BEEN RECOMMENDED OF THE POSSIBILITY OF SUCH DAMAGES.

THE WEBSITE MAY COMPRISE TECHNICAL INCORRECTNESS OR TYPOGRAPHICAL ERRORS OR OMISSIONS. UNLESS REQUIRED BY APPLICABLE LAWS, WE ARE NOT ACCOUNTABLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS RECORDED ON THE WEBSITE. THE WEBSITE MAY CONTAIN INFORMATION ON CERTAIN SERVICES, NOT ALL OF WHICH ARE AVAILABLE IN EVERY LOCATION. A REFERENCE TO A SERVICE ON THE WEBSITES DOES NOT SUGGEST THAT SUCH SERVICE IS OR WILL BE ACCESSIBLE IN YOUR LOCATION. WE RESERVE THE RIGHT TO DO CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE WEBSITE AT ANY TIME WITHOUT NOTICE.

### **XXIII. COPYRIGHT AND TRADEMARK**

The Website contains material, such as software, text, graphics, images, designs, sound recordings, audiovisual works, and other material provided by or on behalf of us (collectively referred to as the “Content”). The Content may be possessed by us or third parties. Unauthorised use of the Content may infringe copyright, trademark, and other laws. You have no right to use the content, and you will not take any Content except as allowed under this Agreement. No other use is allowed without prior written consent from us. You must recollect all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not transfer, provide license or sublicense, sell, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other Website or in a networked computer environment for any purpose is expressly prohibited.

If you infringe any part of this Agreement, your permission to access and/or use the Content and the Website automatically terminates and you must immediately destroy any copies you have made of the Content.

Our trademarks, service marks, and logos used and displayed on the Website are registered and unregistered trademarks or service marks of us. Other company, product, and service names located on the Website may be trademarks or service marks owned by others (the “Third-Party Trademarks,” and, collectively with us, the “Trademarks”). Nothing on

the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. None of the Content may be retransmitted without our express, written consent for each and every instance.

## **XXIV. INDEMNIFICATION**

You agree to defend, indemnify, and hold us and our officers, directors, employees, successors, licensees harmless from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement or your misuse of the Content or the Website. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right, at your expense, to assume the exclusive defence and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defence of such matter.

## **XXV. MISCELLANEOUS**

### **SEVERABILITY**

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms will otherwise remain in full force and effect and enforceable.

### **TERMINATION**

**Term.** The Services will be provided to you can be cancelled or terminated by us. You can terminate our services by contacting us at our email: [ammieelou31@gmail.com](mailto:ammieelou31@gmail.com)

We may terminate these Services at any time, with or without cause, upon written notice. We will have no liability to you or any third party because of such termination. Termination of these Terms will terminate all of your Services subscriptions.

**Effect of Termination.** Upon termination of these Terms for any reason, or cancellation or expiration of your Services: (a) We will cease providing the Services; (b) you will not be entitled to any refunds or usage fees, or any other fees, pro-rata or otherwise; (c) any fees you owe to us will immediately become due and payable in full, and (d) we may delete your archived data within 30 days. All sections of the Terms that expressly provide for survival, or by their nature should survive, will survive termination of the Terms, including, without limitation, indemnification, warranty disclaimers, and limitations of liability.

## **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter contained in this Agreement.

## **GOVERNING LAW AND JUDICIAL RECOURSE**

The terms herein will be governed by and construed in accordance with the law of England and Wales without giving effect to any principles of conflicts of law. The courts of the England and Wales shall have exclusive jurisdiction over any dispute arising from the use of the Website.

## **FORCE MAJEURE**

We will have no liability to you, your users, or any third party for any failure to perform our or its obligations under these Terms in the event that such non-performance arises as a result of the occurrence of an event beyond the reasonable control of us, including, without limitation, an act of war or terrorism, natural disaster, failure of electricity supply, riot, civil disorder, or civil commotion or other force major event.

## **ASSIGNMENT**

We shall have the right to assign/transfer this agreement to any third party including its holding company, subsidiaries, affiliates, associates and group companies, without any consent of the User.

## **CONTACT INFORMATION**

If you have any questions about these Terms, please contact us at [ammieelou31@gmail.com](mailto:ammieelou31@gmail.com)

