

MOLYFIT WEBSITE AND SUBSCRIPTION TERMS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

These terms tell you the rules for using our website molyfit.co.uk (our site).

Who we are and what these terms do

We are MolyFit Ltd, and we operate <https://molyfit.co.uk>. We are registered in England and Wales under company number 12254136 and have our registered office at 6 Jenkins Avenue, Bricket Wood, St Albans, Herts, United Kingdom, AL2 3SB.

To contact us, please see the Contact page on our site <https://www.molyfit.co.uk/about/>

By using our site, or by subscribing to it, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site or subscribe to it.

We recommend that you print a copy of these terms for future reference.

There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our privacy notice, which includes information about how cookies are used cookies can be found at <https://www.molyfit.co.uk/privacy/>
- A list of the cookies used by our site can be found at <https://www.molyfit.co.uk/cookies/>

Some of our site is only available to subscribers. These terms and conditions apply to you whether you are a subscriber or not.

We may make changes to these terms

We may need to change these terms to reflect changes in the law or best practice or to deal with additional features which we introduce.

We will give you notice of any changes by notifying you either via email or when you next use our site.

For current subscribers to our site, we will notify you when the changes will take effect.

If the changes take effect and you do not accept them, you will be able to cancel your membership in accordance with the “*Renewal and termination of your membership*” section below.

If the changes take effect at some other point and you do not accept them, you will be able to terminate your membership by contacting us or through your account. If you do not do this, we will assume that you accept the changes and your membership will continue under the new terms.

We may make changes to our site

We may update and change our site or its content from time to time. We will try to give you reasonable notice of any major changes.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business or operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

Our site is only designed for users in the UK

Our site is designed for people residing in the United Kingdom. Content or functionality may not be available or appropriate for use in other locations.

Keep your account details safe

You must treat as confidential any password or any other piece of information you are given or choose as part of our security procedures. You must not share that information, or your account, with anyone else.

We have the right to disable any user account or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your password or any other security information, you must promptly notify us.

Membership fee

In order to become our member, you must enter your name, an email address and choose a password. There is no membership fee.

We may cancel your membership if you commit a serious breach of these terms, no refund will be provided in these circumstances.

Termination of your membership

You can cancel your membership at any time but you will not be entitled to any refund. You will still be able to access our website for the remaining period of your membership.

If you wish to cancel your subscription, you will need to access your account and cancel your subscription via our website

Membership qualifications

Membership is open only to users aged 18 or over. If we become aware that you are under 18 then we reserve the right to cancel your membership immediately.

Contacting you

We will typically contact you by email or via our site but we may also contact you by telephone or post from time to time, using the contact details you provide to us. It is your responsibility to inform us promptly if your email address or any of your other contact details change.

Do not copy our content

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it ("our content"). Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may not copy or download a copy of any of the content on our site. You may only use our site for your own personal use.

You must not use any part of the content on our site for commercial purposes, to provide services to third parties, or to build a product or service which competes with our content.

If you copy or use any part of our site in breach of these terms of use, your right to use our site will cease immediately and your account will be terminated.

Disclaimers

The content on our site is provided for general information and education only. It is not intended to amount to medical or fitness advice which you should rely on. You should seek professional medical advice before starting any new type of exercise or before taking, or refraining from, any action on the basis of the content on our site. Do not ignore, avoid or delay in seeking medical advice due to any of our content.

Not all exercises set out on our site will be suitable for all users. You should carefully review any difficulty levels, disclaimers and descriptions for an exercise and only attempt it if you are comfortable doing so. If you experience faintness, dizziness, pain or shortness of breath at any time while exercising you should stop immediately and seek medical advice.

The physical activities demonstrated on our site naturally carry certain inherent risks including personal injury. You recognise that you undertake these activities entirely at your own risk.

Before starting any exercise, please ensure that the area you are using is clear of hazards, that you have any recommended equipment (and that it is in good order) and that you are wearing appropriate clothing.

We do not give any warranty or guarantee about the accuracy, completeness or appropriateness of the content on our site. We cannot take responsibility for your use of our content or any exercises you undertake.

Other websites

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

Our responsibility for loss or damage suffered by you

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

The exclusions and limits of liability set out in this section apply to any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable.

Our site is not intended for business users, and so we will not be liable for any business-related losses including but not limited to loss of profit, loss of business and loss of business opportunity, or any indirect or consequential losses.

We do not guarantee that our site will have uninterrupted availability, and so we will not be liable to you for any use of, or inability to use, our site.

We will not be liable in relation for any losses resulting from use of our site in breach of these terms.

How we may use your personal information

We will only use your personal information as set out in our privacy notice, which can be found at <https://www.molyfit.co.uk/privacy/>

User-generated content

Any user-generated content is not approved, verified or moderated by us. Any views expressed by other users on our site do not represent our views or values. If you wish to complain about user-generated content, please contact us.

If you provide content (including testimonials or images) or contact us or any other user of our site, you must ensure that it:

- is not misleading, defamatory, obscene, sexually explicit, offensive, hateful, threatening or inflammatory, and does not promote or incite violence, illegal activity or discrimination;
- is not unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam) or otherwise advertising or promoting any services or web links;
- does not infringe the rights of any person and does not impersonate or misrepresent your identity or affiliation with, any person or otherwise deceive.

You will be liable to us and indemnify us for any content that breaches those standards. This means you will be responsible for any loss or damage we suffer as a result of your breach.

Any content you provide to us will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you grant us and other users of our site a limited licence to use, store, copy, reformat and edit that content and to distribute and make it available to third parties on our site and otherwise as we see fit.

We may need to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy. Please see the privacy notice for more information on how we handle your personal data.

We have the right to remove or otherwise not use any content you provide.

You are solely responsible for securing and backing up your content.

Technical issues around using our site

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

Certain features or functionality will require a minimum specification or certain commonly available software. You must ensure that you have the appropriate technology and software to use our site.

Your use of the site

You must not use our site for any unlawful purposes or for any purpose which we may deem to be unacceptable. In particular, in using our site, you must not:

- transmit or upload (whether or not intentionally) any electronic material which may cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications equipment;
- attack our site or do anything that may disrupt or interfere with our network or services (including by placing an unusual or excessive burden on the network) or cause the network to crash;
- frame, mirror, scrape or data mine our site;
- circumvent the user authentication or security process of, or otherwise gain unauthorised access to our site or any systems, hosts, networks or other devices, or attempt to do so.

By breaching these requirements, you may commit a criminal offence under the Computer Misuse Act 1990. We will report any such offence to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such any breach, your right to use our site will cease immediately.

Linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in the "*User-generated Content*" section above.

If you wish to link to or make any use of content on our site other than that set out above, please contact us.

Which country's laws apply to any disputes?

These terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except if you are a consumer, in which case if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.