

TERMS AND CONDITIONS of Life In Motion Motivate MEMBERSHIP:

- All references to “Life In Motion”, “Life In Motion Motivate” “We”, or “Us” or “Our” are references to or include Eve Southan trading as Life In Motion, Eve Southan as the principal and founder of Life In Motion, and any staff, contractors or other persons providing live-streamed fitness workouts or other authorized services for or on behalf of Life In Motion.
- Users of Life In Motion Motivate are referred to below as “members”, “participants”, or “you” or “I” as the context requires.
- The following sets out the terms and conditions for use of the Life In Motion website, Facebook page, and the use of our online live-streamed or pre-recorded fitness programs of Life In Motion.
- These terms and conditions are governed by the laws of New Zealand.
- By clicking “I accept” or accessing and participating in our workouts, you agree to be personally bound by these Terms and Conditions, including any changes or modifications made to these Terms and Conditions from time to time, according to the laws of New Zealand, and you warrant that you are at least 18 years of age or have the permission of a parent or caregiver to participate in Life In Motion.

1. WHAT Life In Motion Motivate MEMBERSHIP ENTITLES YOU TO:

a. Upon accepting our terms and conditions of participation and paying the relevant membership fee, the participant shall be given membership access to the Life In Motion Motivate website and Facebook page, and live workout sessions for the period covered by the membership fee, which shall be for twelve months starting from the date of an annual subscription, six months starting from the date of subscription, or for the paid monthly subscription.

b. Eve Southan, principal of Life In Motion, will (subject to the variations set out below) provide participants with a minimum of 3 live-streamed fitness workouts or pre-recorded fitness workouts each week, in accordance with the published schedule of days and times. Additional workout sessions may be provided at any time at the sole discretion of Life In Motion.

2. VARIATIONS TO SCHEDULED LIVE-STREAMED WORKOUTS:

- a. In the event of illness or injury, Life In Motion will use all best endeavours to arrange for an qualified or experienced instructor to provide a live-streamed fitness workout in substitution for Eve Southan.
- b. If for any reason the minimum number of fitness sessions cannot be provided in any week, Life In Motion reserves the right to substitute a live workout session with a pre-recorded earlier fitness session.
- c. While all efforts will be made to ensure all live workouts proceed at the pre-scheduled time, technical difficulties or internet connection issues may at times mean that workouts may commence later than the published start time.
- d. Life In Motion reserves the right to amend the scheduled days and times of the live-streamed workout sessions.

3. CONDITIONS OF PARTICIPATION IN Life In Motion Motivate FITNESS WORKOUTS:

By participating in Life In Motion Motivate workouts or in discussions between us and you, or generally among Life In Motion Motivate members, you expressly acknowledge and accept that:

- a. Professional advice should be sought where necessary, in particular if you have special dietary needs, physical disabilities or health conditions.
- b. The fitness workouts provided by Life In Motion follow the HIIT (High Intensity Interval Training) Format. You are solely responsible for ensuring you have a sufficient degree of fitness and physical capability to participate in this exercise format, and/or to seek professional advice from a medical professional if you are unsure.
- c. Participants who are inexperienced in HIIT or who are beginning with a low level of personal fitness are encouraged and recommended to start with the lower impact exercises provided by Life In Motion and to seek advice from Life In Motion if unsure how to carry out any HIIT exercises correctly.

d. Life In Motion does not provide any warranties or guarantees as to any specific result from participation in the workout sessions.

e. If experiencing any unusual pain or discomfort during any Life In Motion workout sessions participants should cease the workout and seek advice from a medical professional or physiotherapist before continuing with Life In Motion workouts.

f. Life In Motion shall not be legally responsible for or bear any legal liability for any harm or injury suffered by any participant as a result of their participation in Life In Motion fitness workouts, and shall not accept any claim for compensation or reimbursement of medical costs associated with this.

g. To the extent any other legal claim is otherwise permitted by law and is established against us, our total liability in respect of all claims in connection with any services provided by Life In Motion shall be limited to the total sum of any membership fees paid by you that relate to the cause of action established.

h. You shall be bound by and observe the conditions and restrictions of use or sharing of Life In Motion workouts and associated intellectual property as set out in Clause 4.

4. CONDITIONS OF, AND RESTRICTIONS AGAINST, USE OR SHARING OF Life In Motion WORKOUTS AND ASSOCIATED INTELLECTUAL PROPERTY

a. The name “Life In Motion”, “Life In Motion Motivate” The “Life In Motion” Logo, and all live streamed or uploaded recordings of workout videos produced by Life In Motion are the intellectual property of Eve Southan trading as Life In Motion and may not be used in any manner that constitutes a breach of our intellectual property rights, unless expressly permitted by Life In Motion.

b. All Life In Motion live or pre-recorded workouts are for your personal use. Life In Motion authorises within the meaning of personal use, sharing and participating in Life In Motion workouts with other members of your immediate family or, within reasonable limits, sharing and

participating in Life In Motion workouts with friends who are present with you at a private residential dwelling, for the purposes of participating in a live workout session with you. Personal use does not include broadcasting or sharing the workout among large groups or public audiences, or in any online group or forum whether public or private, unless you have the express prior written consent of Life In Motion.

c. You must not use, share, post or re-post Life In Motion material in connection with, or to promote, other services or products in any other forum, whether online or otherwise, without the express written permission of Life In Motion.

5. PRIVACY AND MARKETING

a. Life In Motion is an online forum, with workouts being live-streamed on Facebook, and members able to post comments and share photo's within the group. By participating in Life In Motion, you accept that any comments or posts you make will be visible to all members of Life In Motion. Because of the way in which Facebook posts are published, you also accept that your comments may be visible to other Facebook users outside of the Life In Motion Motivate group.

b. You accept that Life In Motion may re-post Life In Motion workouts or forums online in order to promote and encourage others to join the group, and that this shall not constitute a breach of your privacy by Life In Motion.

c. Life In Motion will use all reasonable endeavours outside of the circumstances in 5.a and 5.b to respect your individual privacy. Should we wish to use any specific information about you, including posts about your personal experience in Life In Motion, or photos you publish in Life In Motion as part of any wider online promotional or marketing activities, we will seek your permission.

d. Members and third parties are not permitted to advertise or promote their products or services on Life In Motion forums without the express written consent of Life In Motion.

5. CANCELLATION AND REFUNDS:

If you decide to cancel your membership, you expressly acknowledge and accept that:

- a. You are required to give one week notice of the cancellation of your membership by emailing lifeinmotioneve@gmail.com, which shall cease at the end of that notice period.
- b. Participants with a month subscription shall not be entitled to a refund of the membership subscription for the month, irrespective of the reason for or timing of the cancellation.
- c. Participants with an annual subscription who wish to cancel your membership may, at the sole discretion of Life In Motion be offered a partial refund, or be permitted to transfer the membership to another person. The participant accepts that there shall be no entitlement to or expectation of a minimum level of refund and the participant should contact Life In Motion to discuss their circumstances.

We may cancel your membership with immediate effect, if:

- d. You breach any part of clause 4; or
- e. You otherwise breach the terms and conditions of membership or commit an act that brings, or could bring the reputation of Life In Motion into disrepute.

In the event we cancel your membership in accordance with these terms and conditions, refunds will be at the sole discretion of Life In Motion.