

## **Terms of Service**

These terms of service are a legal agreement between you and Healthilytoned.com (Debbie Brown) with regards to services, goods and fitness classes available from www.healthilytoned.com. This includes classes you follow live online or available to you as part of your membership catchup. The contents and materials of all classes remain the property of Debbie Brown and HealthilyToned.com and all rights are reserved.

## **Service Description**

www.healthilytoned.com is a Fitness company, it's purpose; to help in improving people's health with their fitness classes and health advice. We consistently update and improve the website and reserve the right to add or remove functionalities of the website. If users do not comply with the terms and conditions or an investigation is made into suspected misconduct, we reserve the right to terminate the agreement.

## **Eligibility**

You must be 18 or over to participate in any of HealthilyToned services. Any profile information provided is true to the best of your knowledge, the service is not offered for under 18s. HealthilyToned cannot take any responsibility for accidents or injuries that occur whilst taking part in our exercise classes.

## **Members**

To enjoy the benefits of the service you must create an account. All information must be correct and up to date, we reserve the right to terminate the account if we have reason to believe the information provided is inaccurate. You are solely responsible for the use of your account, you're advised not to give your passwords to anyone else and to inform of us of any unusual activity on your account.

## **Licensed Content**

All content remains the property of HealthilyToned.com and has been licensed to HealthilyToned.com. Licensed content is protected by intellectual property laws. All content is not downloadable.

The licensed content is provided for informational purposes only and is in no way intended as medical advice or diagnosis. You are advised to seek advice from your GP with any ongoing health issues/injuries or if you are unsure about the suitability of a class or exercise. Under no circumstances will HealthilyToned be held accountable for any loss or damages caused when using the services provided.

## **Ownership/Trademarks**

We, our affiliates and our suppliers and licensors own all rights, titles and interest including all intellectual property rights to HealthilyToned.com

## **Subscriptions**

Your subscription will be deducted from your account on a monthly basis until suspended or cancelled by either party. HealthilyToned uses the Wix payment processor to link your credit card account to the service. The processing of payments or credits in connection with your monthly membership will be subject to the terms and conditions of the Wix payment processor and your credit card issuer.

## **Privacy**

HealthilyToned collects registration and personal information from users. This information will not be shared with third parties and only used within HealthilyToned.

#### **Feedback**

Feedback regarding the services provided by HealthilyToned is valued. Confidentiality is not guaranteed with feedback given online.

#### **Membership/Termination**

You can sign up for membership by registering, or subscribing to a monthly pricing plan and enjoy all the members benefits. Membership will be billed at the beginning of the paying portion of your membership until cancellation. We automatically bill you every month and reserve the right to change the monthly date if payment has been unsuccessful.

You may terminate your account at any time. Following the period of the last payment, all paid for services from HealthilyToned will not be accessible. Renewal can be made at any time.

HealthilyToned reserve the right to terminate a membership if terms of the agreement have been breached.

Following cancellation, you will be able to continue using HealthilyToned services until the paid period runs out.

HealthilyToned is unable to process any refunds for sessions not used during the period of your membership plan, so please ensure you use the classes allowed in your plan!

#### **Cancellation Policy**

If you need to amend or cancel your class or your 1-1 session, please give us 24 hours minimum notice to avoid being charged the full cost of your session. We understand that life is sometimes unpredictable but if we cannot fill your slot, we lose income. We use our discretion in circumstances of personal emergencies or illness.

#### **Agreement/Contacting Debbie**

These terms of agreement are between you and HealthilyToned. Any questions, comments, complaints, claims, suggestions related to the service please email Debbie at [Debbie@healthilytoned.com](mailto:Debbie@healthilytoned.com)