

MUVE LIVE LTD – ACCEPTABLE USE POLICY

Welcome to MuveLive – Muve exists to create a supportive and innovative online environment, where people can exercise anywhere at any time, whilst providing the world's best trainers with a platform to engage clients, on their terms, from any place.

We believe it is extremely important to ensure that everyone who uses our streaming services understand how we work and operate.

1. This Acceptable Use Policy

1.1 What this Acceptable Use Policy covers. This Acceptable Use Policy sets out the content standards that apply when you upload content to the MuveLive Site, make contact with other users (whether they be instructors or other end users) on the MuveLive Site or interact with the MuveLive Site in any other way. Any references to the MuveLive Site shall also include the services you can access on or otherwise associated with the MuveLive Site.

1.2 Your acceptance of the terms of this Acceptable Use Policy. By using the MuveLive Site, you confirm that you accept the terms of this Acceptable Use Policy and that you agree to comply with this Acceptable Use Policy. If you do not agree with this Acceptable Use Policy, you should not use the MuveLive Site.

1.3 In this Acceptable Use Policy

- (a) a "Class" is one of the range of fitness classes, personal training, group personal training, nutritional advice, therapy, health and wellness, activities, courses, seminars, events or recordings provided by Instructors via the MuveLive Service;
- (b) an "Instructor" is a health and fitness professional who has registered on the MuveLive Site to provide a Class.
- (c) the "MuveLive Site" is our website (<https://www.muvelive.com/>);
- (d) the "MuveLive Service" means the delivery and streaming of Classes provided by Instructors via the MuveLiveSite;
- (e) a "User" is a an individual who has booked on to a Class via the MuveLive Site; and
- (f) "you" shall mean the User or Instructor reading this Acceptable Use Policy.

2. There are other terms that may apply to you

2.1 The following terms may also apply to your use of the MuveLive Site:

- (a) **User Terms of Use;**
- (b) **Instructor Licence Agreement;**
- (c) **Privacy Policy];**
- (d) **Booking Terms and Conditions;**
- (e) **Community Guidelines; and**
- (f) any other terms that we notify you of in writing that you accept.

3. We may make changes to the terms of this Acceptable Use Policy

3.1 We amend this Acceptable Use Policy from time to time. Every time you wish to use our MuveLive Site, please check this Acceptable Use Policy to ensure you understand the terms that apply at that time.

4. How you can use the MuveLive Site

- 4.1** You may use the MuveLive Site only for lawful purposes and in accordance with this Acceptable Use Policy. You may print or download / save one copy of each page of the MuveLive Site for your personal reference and any information we expressly make available for such purposes on the MuveLive Site.

5. Prohibited uses

- 5.1** You may use our MuveLive Site only for lawful purposes. You must not use the MuveLive Site:

- (a) in any way that breaches any applicable local, national or international law or regulation;
- (b) in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- (c) in any way that infringes any third party's intellectual property rights or data protection or privacy rights and or breaches any contractual duty or duty of confidence; breach of any copyright or other intellectual property right, or is damaging to data, software or the performance of our or any other person's computer system;
- (d) to carry out or assist any unlawful or criminal activity;
- (e) for the purpose of harming or attempting to harm minors in any way;
- (f) to bully, insult, intimidate or humiliate any person;
- (g) to impersonate any person, or to misrepresent your identity or affiliation with any person;
- (h) to post or transfer (nor include in any message) any material which is obscene, misleading, inaccurate, defamatory, malicious, threatening, sexually explicit, contains or promotes discrimination or illegal;
- (i) to otherwise copy, scrape, distribute, reproduce or modify any material printed or downloaded from the MuveLive Site;
- (j) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards in paragraph 6 below;
- (k) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- (l) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

- 5.2** You also agree not to:

- (a) reproduce, duplicate, copy or re-sell any part of the MuveLive Site in contravention of the provisions of our terms of website use (1) where you are a user and (b) where you are an instructor.
- (b) use any illustrations, photographs, video or audio sequences or any graphics from the MuveLive Site separately from any accompanying text, or remove any indications of ownership. Where there are no indications of ownership you must acknowledge our status (and that of any identified contributors) as the authors of the material;

- (c) post or publish any copies or downloads of materials which come from the MuveLive Site on any networked computer, or make any statements or undertake any actions which could result in liability for us;
- (d) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the MuveLive Site, including any software made available as part of the MuveLive Site and/or associated content (as applicable) in any form or media or by any means; or
- (e) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of any software made available as part of the MuveLive Site;
- (f) do anything which places an unreasonably large load on the MuveLive Site, or its supporting computer systems;
- (g) access parts of the MuveLive Site that are not intended for public use;
- (h) access all or any part of the MuveLive Site and associated content in order to build a product or service which competes with the MuveLive Site;
- (i) access without authority, interfere with, damage or disrupt:
 - (i) any part of the MuveLive Site;
 - (ii) any equipment or network on which the MuveLive Site is stored;
 - (iii) any software used in the provision of the MuveLive Site; or
 - (iv) any equipment or network or software owned or used by any third party.

6. **Content standards**

- 6.1 These content standards apply to any and all material which you contribute to the MuveLive Site ("**Contribution**").
- 6.2 The content standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.
- 6.3 MuveLive will determine, in its discretion, whether a Contribution breaches the content standards set out in this Acceptable Use Policy.
- 6.4 A Contribution must:
 - (a) be accurate (where it states facts);
 - (b) be genuinely held (where it states opinions); and
 - (c) comply with the law applicable in England and Wales and in any country from which it is posted.
- 6.5 A Contribution must not:
 - (a) be defamatory of any person;
 - (b) be obscene, offensive, hateful or inflammatory;
 - (c) bully, insult, intimidate or humiliate;
 - (d) promote sexually explicit material;
 - (e) include child sexual abuse material;

- (f) promote violence;
- (g) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (h) infringe any copyright, database right or trade mark of any other person;
- (i) be likely to deceive any person;
- (j) breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- (k) promote any illegal content or activity;
- (l) be in contempt of court;
- (m) be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- (n) be likely to harass, upset, embarrass, alarm or annoy any other person;
- (o) impersonate any person or misrepresent your identity or affiliation with any person;
- (p) give the impression that the Contribution emanates from MuveLive, if this is not the case;
- (q) advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
- (r) contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism; or
- (s) contain any advertising or promote any services or web links to other sites.

7. **Breach of this Acceptable Use Policy**

- 7.1 When we consider that a breach of this Acceptable Use Policy has occurred, we may take such action as we deem appropriate.
- 7.2 We will not be responsible or liable to you or anyone else for the content or accuracy of your or any other user's materials, postings or contacts.
- 7.3 We have the right (but are not obliged) to monitor contributions, postings and contacts and remove or disable any contribution, posting or contact that, in our opinion, does not comply with this Acceptable Use Policy.
- 7.4 Failure to comply with this Acceptable Use Policy constitutes a material breach of the Terms of Use or Licence Agreement applicable to you (whichever the case may be) upon which you are permitted to use the MuveLive Site, and may result in our taking all or any of the following actions:
 - (a) immediate, temporary or permanent withdrawal of your right to use the MuveLive Site;
 - (b) immediate, temporary or permanent removal of any Contribution uploaded by you to the MuveLive Site;
 - (c) issue of a warning to you;

- (d) legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 - (e) further legal action against you; and/or
 - (f) disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.
- 7.5 We exclude our liability for all action we may take in response to breaches of this Acceptable Use Policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.
8. **Which country's laws apply to any disputes?**
- 8.1 If you are a user, please note that the terms of this Acceptable Use Policy, its subject matter and its formation are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that 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. If you live outside of the United Kingdom, you can bring legal proceedings in either the English courts or your local court.
- 8.2 If you are an instructor, the terms of this Acceptable Use Policy, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.