

MUVE LIVE LTD – Cancellation 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.

1. This Cancellation Policy

- 1.1 This Cancellation Policy sets out the terms and conditions which apply when a Class is cancelled by a user, an instructor or by us and details of refunds, where applicable.
- 1.2 We may amend this Cancellation Policy from time to time. Every time you wish to use the MuveLive Site and to book or deliver a Class, please check this Cancellation Policy to ensure you understand the terms that apply at that time.
- 1.3 In this Cancellation Policy:
 - 1.3.1 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;
 - 1.3.2 an "Instructor" is a health and fitness professional who has registered on the MuveLive Site to provide a Class.
 - 1.3.3 the "MuveLive Site" is our website (<https://www.muvelive.com/>);
 - 1.3.4 the "MuveLive Service" means the delivery and streaming of Classes provided by Instructors via the MuveLive Site;
 - 1.3.5 a "User" is an individual who has booked on to a Class via the MuveLive Site; and
 - 1.3.6 "you" shall mean the User or Instructor reading this Cancellation Policy.

2. Stripe fee

- 2.1 Where we refer to refunds within this Cancellation Policy, unless otherwise specified such refunds do not include a refund of the Stripe fee paid and any reference to the amount paid for the Class means the sum paid less the Stripe fee. Please note that in no circumstances is the stripe fee refundable as this is the merchant fee that is taken when you make a payment via the MuveLive Site.
- 2.2 Where we refer to digital tokens within this Cancellation Policy, the value of such digital tokens will always exclude any Stripe fee paid and any reference to the amount paid for the Class means the sum paid less the Stripe fee. This is because the Stripe fee is not applicable for digital tokens as no payment is being made via the MuveLive Site.

3. Cancellation

3.1 Cancellation by the User

- 3.1.1 Where a User cancels a Class 48 hours or more prior to the start of a Class, the User is entitled to request a cash refund from the Instructor for the amount paid for the relevant Class within fourteen (14) days of the date that the User cancels the relevant Class. Where the User does not request a cash refund within the timescale above, the User will receive a digital token equal to the sum of the amount paid for the relevant Class which the relevant User may use for the purchase of a future Class that is equal to the amount paid for the cancelled Class.
- 3.1.2 A User will not receive a refund or a digital token where a User cancels a Class less than 48 hours prior to the start of a Class.

3.2 Cancellation by the Instructor

- 3.2.1 Where an Instructor cancels a Class at any time for any reason, the User is entitled to request a cash refund for the amount paid for the relevant Class from the Instructor within fourteen (14) days of the date that the User cancels the relevant Class. Where the User does not request a cash refund within the timescale above, the User will receive a digital token equal to the sum of the amount paid for the relevant Class which the relevant User may use for the purchase of a future Class that is equal to the amount paid for the cancelled Class.

3.3 Suspension or Cancellation by MUVE

- 3.3.1 We reserve the right to suspend access to the MuveLive Site and/or the MuveLive Service as well as the right to cancel any Class at any time in accordance with the Terms of Use and the Licence Agreement.
- 3.3.2 Where we cancel a Class before it begins or part way through a Class due to an event outside of our control, Instructors must issue a token equal to the sum of the amount paid for the relevant Class to each User affected which the affected User may use for the purchase of a future Class that is equal to the amount paid for the cancelled Class.
- 3.3.3 If we cancel a Class without giving at least 48 hours' notice, each affected User is entitled to request a cash refund equal to the amount paid for the relevant Class within fourteen (14) days of the date the Class should have taken place. Where the User does not request a cash refund within the timescale above, the User will receive a digital token equal to the sum of the amount paid for the relevant Class which the affected User may use for the purchase of a future Class that is equal to the amount paid for the cancelled Class.

3.4 Cancellation due to your breach

- 3.4.1 In the event that you breach any terms of the MuveLive Policies, our Terms of Use and/or the Licence Agreement, whichever may be the case, you will not be entitled to a refund of any sums paid. We also reserve the right to cancel your access to the Muvelive Site and/or the MuveLive Service and/or deactivate your account.