

MUVE LIVE LTD - USER TERMS AND CONDITIONS OF USE

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. **These terms**

- 1.1 **What these terms cover.** These terms and conditions ("**Terms of Use**") together with our Privacy Policy, Acceptable Use Policy, Cancellation Policy and Community Guidelines govern your access to and use of our website (<https://www.muvelive.com/>) (the "**MuveLive Site**") and the basis on which you can use the services and content on the MuveLive Site.
- 1.2 **What these terms do not cover.** These Terms of Use do not govern the basis on which you can provide online classes. If you wish to run an online class using the MuveLive Site you must register for an instructor account, please see the terms and conditions at [\[redacted\]](#).
- 1.3 **Why you should read them.** Please read these Terms of Use carefully before you access or use the MuveLive Site. These Terms of Use tell you who we are, how you may access and use the MuveLive Site (including account registration), how you and we may change or end your Terms of Use with us and your MuveLive Account, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms of Use, please contact us to discuss.
- 1.4 **Your acceptance of these terms.** By accessing and using the MuveLive Site, you indicate that you agree to these Terms of Use. If you do not accept these Terms of Use, you should not use the MuveLive Site.
- 1.5 **Keeping a copy of these terms.** You may wish to print and save a copy of these Terms of Use for your future reference.

2. **Information about us and how to contact us**

- 2.1 **Who we are.** We are Muve Live Ltd, a company registered in England and Wales. Our company registration number is 11798781 and our registered office is at Unit 1 The Barns Mill Lane, Snelson, Macclesfield, Cheshire, England, Sk11 9BN. Our registered VAT number is 318615305.
- 2.2 **How to contact us.** You can contact us by emailing our support team at hello@muvelive.com.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you using the telephone number or the email address you provided to us when registering for a user account to use the MuveLive Site.

3. **About MuveLive**

- 3.1 We operate the MuveLive Site to facilitate the delivery and streaming of various interactive fitness and health classes provided by health and fitness professionals (the "**Instructors**") to you (the "**MuveLive Service**"). You can access a range of fitness classes, personal training, group personal training, nutritional advice, therapy, health and wellness, activities, courses, seminars, events or recordings provided by Instructors (the "**Classes**").
- 3.2 Our role is to provide the platform through which Classes are delivered. We do not control the content or delivery of the Classes or act as an agent or partner of the Instructor, except in

relation to payments received for Classes booked via the MuveLive Service. We are not a party to the contract for provision of the Classes which is made directly between you and the Instructor. The terms of your contract with the Instructor will be provided to you upon booking the Classes.

- 3.3 We therefore do not and cannot control the conduct or performance of the Instructors and do not guarantee:
- (a) the quality, safety or suitability of the Classes on the MuveLife Site; and
 - (b) the truth, completeness or accuracy of any content provided by the Instructors.

4. **MuveLive Site**

- 4.1 **Access to the MuveLive Site.** You may access the MuveLive Site without registering your details with us, however to access certain features of the MuveLive Site (such as Classes and the MuveLive Service), you will need to register for an account (see paragraph 5 below). You are responsible for making all arrangements necessary for access to the MuveLive Site. We grant you access to the MuveLive Site on a temporary basis. We do not guarantee uninterrupted access to the MuveLive Site and make no guarantees as to its operation, functionality or otherwise.
- 4.2 To use the MuveLive Site and access the MuveLive Service and Classes, you must have access to a stable internet connection. The quality of the display of the Classes may vary from device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your internet connection. We recommend a minimum dedicated 350kb/s down per downloaded stream, as well as 350kb/s up per uploaded stream to maintain a stable video connection.
- 4.3 **Availability of and changes to the MuveLive Site.** While the MuveLive Site is provided on an "as is" basis, we will use reasonable efforts to make it available to you 24 hours a day, 7 days a week, except during any planned maintenance or emergency maintenance. We will try to carry out such maintenance outside high volume periods of usage and to provide advance notice of such maintenance on the MuveLive Site. We may modify the features and functionality of the MuveLive Site at any time. We may change the arrangements for access to, deny access to, close or suspend part or the whole of the MuveLive Site at any time, for any period of time, and for any reason without telling you beforehand and without liability.
- 4.4 **Accessibility.** The MuveLive Site is built in accordance with the Web Content Accessibility Guidelines: <https://www.w3.org/WAI/standards-guidelines/wcag>.
- 4.5 **Protection of content of the MuveLive Site.** We are the owner or the licensee of all intellectual property rights and data in the MuveLive Site and in the material published on it, including the "look and feel" of them. These rights are protected by laws and treaties around the world.
- 4.6 **Our Copyright.** The MuveLive Site and its content is copyrighted and belongs to Muve Live Ltd or our third party content providers (such as the Instructors). Except where permitted by applicable law, these Terms of Use, or otherwise set out on the MuveLive Site, you may not use such copyright without our prior written permission.
- 4.7 **Accuracy of content.** The information contained on the MuveLive Site has been published in good faith and we will do our best to ensure that it is accurate, but in some cases it may be incorrect, incomplete or out of date. We are not obliged to keep the MuveLive Site content accurate, complete or up to date and shall not be responsible for typographical, or other errors on the MuveLive Site, except as set out in these Terms of Use. The content of the MuveLive Site is not intended to amount to advice so please do not rely on it. Any information or advice given by an Instructor is provided solely by and on behalf of that Instructor. The Instructor is solely responsible for the accuracy and completeness of any such information or

advice. We have no liability for any loss or damage suffered as a result of your reliance on such information or advice.

- 4.8 How you can use the MuveLive Site.** You may use the MuveLive Site for lawful purposes and in accordance with our Acceptable Use Policy, the Community Guidelines and these Terms of Use. You promise that any such contribution, posting or contact will comply with our Acceptable Use Policy, and you agree to pay us on a pound for pound basis for any loss, damage, liability or cost that we suffer or incur as a result of a breach of your promise.
- 4.9 Any material, posting or contact will be considered non-confidential and non-proprietary. We shall have the world-wide, perpetual, irrevocable, royalty-free right to use, copy, distribute and disclose the whole or any part of any material, posting or contact for any purpose. We shall also have the right to disclose your identity to any person, authority or organisation who is claiming that any of your materials, postings or contacts constitutes a criminal offence or a violation of intellectual property rights, rights to privacy or other legal rights.
- 4.10 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.
- 4.11 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 our Acceptable Use Policy.
- 4.12 Links to / from the MuveLive Site.** You may create links to pages of the MuveLive Site, provided that you: only create links from websites and applications owned by and/or associated with you; create the link in a way that is fair and legal and does not damage our reputation or take advantage of it; do not suggest any form of association, approval or endorsement on our part where none exists, or which implies that any of the content of the MuveLive Site is your own or licensed to you, or which otherwise amounts to framing. We reserve the right to withdraw linking permission at any time without notice and to employ such measures as are necessary to remove any linking or framing to the MuveLive Site.
- 4.13 Links to other websites.** The MuveLive Site may from time to time contain links to websites of advertisers, affiliates and websites we feel may be of interest to you. Such links are provided for your convenience only and are not endorsed by us. Such websites, and third party services, are not under our control and we are not responsible for their content. You acknowledge that the MuveLive Service may enable or assist you to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that you do so solely at your its own risk. If you have any queries about such websites, you should contact the operator of the website. We recommend that you always check the websites' terms and conditions before you use them.
- 4.14 Computer viruses.** We will try to ensure that the MuveLive Site is free of viruses, however, unfortunately due to the inherent risks associated with using the Internet we cannot guarantee that it is. It is your responsibility to protect your computer against viruses and ensure that you log off shared computers after using the MuveLive Site.
- 4.15 You must not corrupt any data, documents or material available on the MuveLive Site or insert or knowingly or recklessly transmit or distribute any worms, trojans, virus, unauthorised, malicious or harmful code or other harmful software into our network and computer systems so as to cause harm to the MuveLive Site, us or other users or which is likely to bring our website or us into disrepute. Such actions may be criminal acts under the Computer Misuse Act 1990.

5. Your MuveLive Account

- 5.1 Account Registration.** In order to use the MuveLive Service, participate in Classes and access some other features of the MuveLive Site, you will have to create a MuveLive account ("**Account**"). When you register for an Account and we accept your registration, a contract is created between you and us. We will provide confirmation of your registration to the email

address you provided at which point a contract for the provision of the MuveLive Service will come into existence between you and us.

- 5.2 **Applicable terms.** We revise our Terms of Use from time to time. Your registration for the MuveLive Service and use of the MuveLive Site will be subject to the Terms of Use in force at the time that you register for a user account.
- 5.3 **User requirements.** Your account is personal to you and you agree not to create more than one account. You must be at least 16 years of age to register and create an Account with us. However, children of all ages may use the MuveLive Site if supervised by a parent or legal guardian. When registering an Account with us, you will be required to provide your name, email address and a current and valid method of payment. When creating your Account, you must provide accurate and complete information.
- 5.4 **Confirmation of personal status.** By registering for an Account, you are confirming to us that you are a consumer. We reserve the right to reject your user registration if we reasonably think that you are registering to use the MuveLive Site for business purposes but we will attempt to contact you (using the contact details you have provided) to discuss this before cancelling your registration.
- 5.5 **Licence to use the MuveLive Service.** Subject to these Terms of Use upon the creation of your Account, we grant to you a limited, non-exclusive, non-sublicensable, non-transferable, revocable licence to access the MuveLive Service for your personal and private use. This license includes the right to access and use the MuveLive Service and to view and participate in the Classes.
- 5.6 **Protecting your Account.** It is important that you keep your login details, password and any other information relevant to your access to the MuveLive Service secure and confidential. You must not disclose your password to any third party. If you have any concerns about your login details or think they have been misused, you should contact us as soon as possible.
- 5.7 **Your conduct.** You must use your Account and the MuveLive Site in accordance with these Terms of Use, applicable laws and MuveLive's Community Guidelines. We have the right to disable your Account if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use, applicable laws or MuveLive's Community Guidelines. We have a zero-tolerance policy on any harassment and will report all cases which occur at any time during your use of the MuveLive Service, participation in a Class or use of the MuveLive Site to the police.
- 5.8 You are solely responsible for your use of the MuveLive Service and for the security of your equipment.
6. **Providing the MuveLive Service**
 - 6.1 **When we will provide the MuveLive Service.** After you register and create an Account, we will provide the MuveLive Service to you until the last Class that you register for via the MuveLive Service is streamed and paid for or you cancel your Account as described in paragraph 8 or we cancel your Account by written notice to you as described in paragraph 9.
 - 6.2 **We are not responsible for delays outside our control.** If our supply of the MuveLive Service is delayed by an event outside of our control, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Classes you have paid for but not received in accordance with the Cancellation Policy.
 - 6.3 **Reasons we may suspend the supply of the MuveLive Services to you.** We may have to suspend the supply of the MuveLive Services to:
 - (a) deal with technical problems or make technical changes; or

- (b) update the MuveLive Service to reflect changes in relevant laws and regulatory requirements.
- 6.4 **Your rights if we suspend the supply of the MuveLive Service.** We will contact you in advance to tell you we will be suspending the MuveLive Service, except in an emergency. You may contact us to end your Account and access to the MuveLive Service, if we suspend it, or tell you we are going to suspend it. In the event that we suspend the MuveLive Service and you have booked and subsequently paid for a Class, you will be refunded in accordance with the Cancellation Policy.
7. **Booking and paying for Classes**
- 7.1 When you have registered with us as a user by setting up an Account, you will be able to interact with the Instructors and subsequently access the MuveLive Service and book Classes.
- 7.2 The Instructors are in control of and responsible for the Classes, including the content, class size and limit, price, date, time, duration. The Instructors reserve the right to modify, terminate or otherwise amend the Classes offered at any time, at their discretion. Any cancellations should be conducted in accordance with the Cancellation Policy.
- 7.3 A contract for the provision of digital content is created when you book a Class and the Instructor accepts your booking. Your booking is accepted when you receive booking confirmation of your Class from the Instructor via email. This email is sent to the email address you provided when registering for your Account. Your purchase and receipt of each Class will be subject to the terms and conditions provided at the point of booking such Class or Classes.
- 7.4 At the point of booking a Class, you will be required to pay for that Class. If you have not paid for a Class before it starts, you will not be able to access that Class. If a Class has begun, you can still book and participate. However, you will be charged the full price for participating in the Class.
- 7.5 MuveLive will handle payments for bookings, using a third-party online payment service provider, Stripe (<https://stripe.com/gb>). Further information on Stripe's user terms can be found <https://stripe.com/en-gb/connect-account/legal>. General information on Stripe can be found <https://stripe.com/gb/connect>. Stripe's privacy policy can be found at <https://stripe.com/gb/privacy>.
- 7.6 MuveLive generates revenue by taking a commission from Instructors for each Class they run using the MuveLive Service. This commission will be a percentage of the value of payments received from users of the MuveLive Services for Classes provided by the Instructors.
- 7.7 Payments for Classes will be paid to Stripe, who will then distribute your payment to the Instructor, less the commission payable (plus VAT on the commission where applicable) and streaming fee which shall be paid to MuveLive.
8. Please see the Cancellation Policy for details regarding refunds.
9. **Your Cancellation Rights**
- 9.1 **How long do I have to change my mind about a Class I've booked?** A contract for digital content is completed when a Class is streamed and paid for via the MuveLive Service. You have [14] days after the day the Instructor emails you to confirm they accept your booking, or, if earlier, until you start streaming the Class to cancel a booking. Please see the Cancellation Policy for further information about cancelling bookings.
- 9.2 **You can cancel your Account at any time.**
10. **Our Cancellation Rights**

- 10.1 We may cancel your Account if:
- (a) you fail to comply with these Terms of Use;
 - (b) there is a persistent technical issue that we cannot resolve;
 - (c) we are ceasing to provide the MuveLive Service for any reason; or
 - (d) you have not actively used the MuveLive Site for a period of twelve (12) months.
- 10.2 If we cancel your Account in one of the situations set out in paragraph 9.1, any existing bookings that you have made will also be automatically terminated. You will be refunded for any sums you have paid in respect of such bookings accordance with the Cancellation Policy.
- 10.3 If we cancel your Account because of your failure to comply with these Terms of Use, we may charge reasonable compensation for the net costs we will incur as a result of your breaking these Terms of Use.
- 10.4 We may withdraw digital content from the MuveLive Site at any time. Where possible, we will let you know in advance of our stopping the supply of the digital content and you will be refunded for any sums you have paid in accordance with the Cancellation Policy.
- 10.5 Without limiting any other remedies, we may limit, suspend, terminate, modify, or delete Accounts or access to the MuveLive Service or parts thereof if you fail to comply, or if we suspect such failure, with the Terms of Use or for any actual or suspected illegal or improper use of the MuveLive Service, without notice to you. You may lose, as a result of termination or limitation of your right to use the MuveLive Service, access to the Classes, any additional content or other material associated with your use of the MuveLive Service, and MuveLive is under no obligation whatsoever to compensate you for any such losses.

11. Medical Disclaimer

- 11.1 It is your responsibility as the user to make your Instructor aware of any physical/mental conditions or impairments that you have that may affect your ability to partake in the Class that you have chosen. Whilst the Instructors will aim to accommodate you where possible, they are not medical professionals and therefore it is your responsibility to determine if you are fit enough to partake in a Class. If you have any concerns or questions about your health or fitness, you should always consult a doctor or medical professional.

12. Summary of your legal rights

- 12.1 We are under a legal duty to supply digital content in conformity with the agreement that is formed between you and us by these Terms of Use. See the box below for a summary of your key legal rights in relation to the digital content. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- if your digital content is faulty, you're entitled to a repair or replacement.
- if the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.

13. **Our responsibility for loss or damage suffered by you**
- 13.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these Terms of Use, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking such terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable or not caused by us breaking these Terms of Use. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you registered for an Account, both we and you knew that it might happen.
- 13.2 **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; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the MuveLive Service as summarised in paragraph 11.1.
- 13.3 **When we are liable for damage caused by digital content.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- 13.4 **We are not liable for business losses.** We only supply the MuveLive Service for private use. If you use the MuveLive Service for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.
14. **How we may use your personal information**
- 14.1 **How we will use your personal information.** We will use the personal information you provide to us:
- (a) to register and set up your Account;
 - (b) to process your payment for the MuveLive Services;
 - (c) to provide the MuveLive Services and Classes, including sharing your personal information with Instructors regarding Classes and any enquiries;
 - (d) if you agreed to it during the Account registration process, to give you information about the MuveLive Site, the MuveLive Services or similar services that we provide, but you may stop receiving this at any time by contacting us; and
 - (e) as set out in our Privacy Policy as updated from time to time.
- 14.2 We will only give your personal information to other third parties where the law either requires or allows us to do so.
- 14.3 **Payment via Stripe.** Your personal data will be collected and handled by Stripe in accordance with applicable data protection law and in accordance with information in Stripe's privacy policy available at <https://stripe.com/en-gb/privacy>. We do not have any control over what personal data is collected by Stripe or how they may use it.
15. **Other important terms**
- 15.1 **We may transfer our contract with you 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 Terms of Use.

- 15.2 **You need our consent to transfer your rights to someone else.** You may not sell or charge others for the right to use your Account. You may only transfer your rights or your obligations under these Terms of Use to another person if we agree to this in writing.
- 15.3 **Who has rights under these Terms of Use?** The Terms of Use for the supply of the MuveLive Service is between you and us. Neither of us will need to get the agreement of any other person to end the Terms of Use or to make any changes to these Terms of Use. An Instructor may rely on paragraph 7 of these Terms of Use in respect of any booking you make for their Classes. Otherwise no other person shall have any rights to enforce these Terms of Use.
- 15.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these Terms of Use operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.5 **Even if we delay in enforcing these Terms of Use, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these Terms of Use, or if we delay in taking steps against you in respect of your breaking these terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you breach the terms of these Terms of Use.
- 15.6 **Which laws apply to these terms and where you may bring legal proceedings.** English law governs these Terms of Use and you can bring legal proceedings in respect of the MuveLive Site or the MuveLive Services in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the MuveLive Site or the MuveLive Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the MuveLive Site or the MuveLive Services in either the Northern Irish or the English courts. If you live outside of the United Kingdom, you can bring legal proceedings in respect of the MuveLive Site or the MuveLive Services in either the English courts or your local court.