



XPERT Fitness LLC Terms & Conditions

The information presented on this website should be used in conjunction with your teaching manual.

AGREEMENT:

Agreement registering as a member or by using **XPERT Fitness LLC** website in any way, you accept these Terms of Use ("Agreement"), which forms a binding agreement between you and **XPERT Fitness LLC**. If you do not wish to be bound by this Agreement, do not use the XPERT Fitness website. **XPERT Fitness LLC** reserves the right to refuse or cancel your account. We also reserve the right to cancel your membership should you violate any provision of this Agreement, or any other posted policy on the Website. The contents of this Website, including the videos, text, graphics, images, and information obtained from **XPERT Fitness LLC** third-party content providers, sponsors, suppliers, and licensors (collectively "Providers"), and any other materials are to be used for informational purposes only.

International Clients

Due to the global nature of the Internet, you acknowledge and agree that you are obliged to comply with all applicable laws, rules and regulations regarding the access to and use of **XPERT Fitness LLC** website. By way of example only, you acknowledge and agree that you are obliged to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside, and that restrictions on access to and/or use of some Site Content may apply to users based on their place of domicile, residence and/or use

Buying a Training Course

In order to purchase a Teacher Training via the Website you must register for an online account via the Website. You can log into your account using the user name and password that you were provided with when you registered.

When you place an order for a training course you are offering to purchase that training course on these Terms. **XPERT Fitness LLC** reserves the right to decline or cancel your order, or any part of your order.

Where your order consists of multiple bookings, each individual training will be treated as a separate offer to purchase.

XPERT Fitness LLC reserves the right to withdraw at any time the trainings advertised for sale on the Website and/or the Brochure.



Membership

As a new XPERT instructor your **XPERT Training** membership will start once you have passed your training.

XPERT Pole Fitness grants you access to the Website. This license is solely for your individual use and may not be transferred to anyone else. This license does not include any resale or commercial use of the Website or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Website or its contents; or any use of data mining, robots, or similar data gathering and extraction tools. The Website or any portion thereof may not be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purpose without the express written consent of XPERT Pole Fitness

You must register as a member by providing a user name, password, and valid email address. You must provide complete and accurate registration information to **XPERT Fitness LLC** and notify us if your information changes. You are responsible for maintaining the confidentiality and security of your password and all other account information, and you are fully responsible and liable for all access to and use of the website.

Access to video data & Online Study Material

Access to videos will be granted as soon as you register. Once access has been granted no refund for the training will be given.

You are responsible for providing your own access (e.g., computer, mobile device, Internet connection, etc.). **XPERT Fitness LLC** has no obligation to screen or monitor any content and does not guarantee that any content available complies with this Agreement or is suitable for all users.

Study Material

Upon registering for your XPERT training you will be given access to our online Anatomy & Physiology section of the training. If attending a children's training this will be sent to you approx. 7 days after registering. XPERT hard copy learning materials will be made available to you at the relevant premises where the training is to take place and at the relevant time, you may request the manuals prior to the training.

Any deliveries made will incur a delivery charge. A customer services representative will notify you if you are ordering over the telephone or by email.

If you fail to take delivery of the materials or give **XPERT Fitness LLC** inadequate delivery instructions we reserve the right to store the materials until actual delivery and charge you reasonable costs (including insurance costs) of storage.



Copyright.

Copyright © **XPERT Fitness LLC** All materials and contents contained in the manuals and on the Website (including but not limited to the text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software), and the website itself, are copyrighted materials belonging exclusively to **XPERT Fitness LLC** or its content suppliers and are protected by United States and international copyright law. **XPERT Fitness LLC** enforces its copyright interests to the fullest extent permitted under the law, and shall seek civil and criminal remedies where appropriate. All rights are reserved

Payment Terms

The Fee for any training course at any given time will be displayed on the Website. Fees are quoted in US Dollars, and exclusive of any Additional Charges.

If you purchase a training course on the Website:

XPERT Fitness LLC will debit the Fee from your credit card/ debit card or paypal on or after the day you make an order. Credit or debit card details are collected over a secure link and an authorized amount verification is taken immediately. Your order will be confirmed only upon receipt of the Fee.

In the unlikely event that due to a technical error, the amount of the Fee displayed on the Website is incorrect, or the Fee has been changed on the Website **XPERT Fitness LLC** will notify you as soon as it reasonably can. If the correct amount of the Fee is higher than the amount displayed on the Website, **XPERT Fitness LLC** will contact you to notify you of the correct Fee, so you can decide whether or not you wish to continue with your order at the increased Fee.

The provision of the training is contingent upon **XPERT Fitness LLC** having received cleared funds from you or a 3rd party. Without prejudice **XPERT Fitness LLC** reserves all rights and remedies under these Terms, if any sum payable is not paid in cleared funds on or before the due date being 14 days prior to the training, **XPERT Fitness LLC** reserves the right, forthwith and at **XPERT Fitness LLC** sole discretion, to suspend the provision to you and refuse you entry to the relevant Course.

Cancellation Rights

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("Consumer Contracts Regulations") you may cancel your purchase of the training within a period of 14 calendar days ("Cancellation Period") of purchase.

You must inform **XPERT Fitness LLC** of your decision to cancel by using one of the following methods within the Cancellation Period:

XPERT Fitness LLC reserves the right to withhold payment of part or all of your Fee refund until all materials have been returned and are in a re-saleable condition.



Cancellation Terms:

On cancellation you will be entitled to a full refund within the following acceptations:

Cancellation within 14 days of purchase but less than 10 days prior to the training – NO REFUND

Cancellation within 14 days of purchase but more than 14 days prior to the training – FULL REFUND (As long as no training manuals or online resources have been accessed)

Cancellation after 14 days of purchase but less than 14 days prior to the training – NO REFUND – However course may be transferred.

Cancellation after 14 days of purchase but more than 14 days prior the training – Partial Refund. A 20% administration fee will be charged. (As long as no training manuals or online resources have been accessed)

If cancellation is due to injury a doctor's note will need to be presented on cancellation.

If you cancel the training after the Cancellation Period or access to our membership area **XPERT Fitness LLC** will deduct from any refund of your Fee the cost of all applicable charges.

If a deposit has been made, you may transfer this deposit to another training however deposits will not be refunded.

Refunds will be made using the same method of payment as you used for the purchase and will be paid within 30 days of you informing **XPERT Fitness LLC** of the cancellation.

Your right to cancel and obtain any refund will be lost if you have given **XPERT Fitness LLC** express consent to supply any services during the Cancellation Period and the service has been fully performed. If express consent has been given but the service is only part performed, you will be liable to pay for the services actually received.

If you have attended the training NO refund will be given.

If the contract is for the supply of digital content including but not limited to eBooks, Online Course and Online Study Materials your right to cancel and obtain any refund will be lost if you have given **XPERT Fitness LLC** consent to supply the digital content to you during the Cancellation Period or if you access the digital content before the expiry of the Cancellation Period.

Your order of a training course is personal to you and you will not be permitted to transfer your enrolment on a training to any other student.



XPERT Fitness LLC reserves the right to use its discretion to determine whether to make refunds and/or deferrals in exceptional circumstances which fall outside our terms and conditions.

Where you have purchased multiple of trainings and you cancel or defer one or more of those trainings, each training which you cancel or defer will be treated separately and the relevant cancellation and deferral terms and administration costs will apply.

In the event of **XPERT Fitness LLC** cancelling a training, you will receive 10 days' notice, refunds or referrals will be offered however no reimbursements for flights, accommodation or loss of earning will be accepted.

Referral of Course

You may defer the start date of your training at any time up to 7 working days prior to the relevant training start date, subject to availability on your chosen deferred training and upon payment by you of any difference in the Fees payable for the two courses and a \$50 charge to cover administration costs. You may only defer your training course start date once. You will receive a confirmation email from XPERT Pole Fitness LLC provided that you have complied with the relevant time periods set out in this section. Trainings are personal to you and you will not be permitted to transfer your credit note to any other student.

Health and Medical Concerns.

XPERT Fitness includes information and instruction relating to exercise and fitness. You acknowledge and agree that the following warnings and disclaimers shall apply to all such information, instruction and services

Before participating in any exercise program or using any fitness products or services that may be described and/or made accessible in or through **XPERT Fitness LLC** we strongly recommend that you consult with a physician or other healthcare provider. **XPERT Fitness LLC**, its staff and the content-providers are not licensed medical care providers, are not rendering personal medical advice or treatment, and have no expertise in advising on, diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on a known or unknown medical condition.

You acknowledge and agree that when participating in any exercise or exercise program, and/or when using any fitness products or services, there is the possibility of physical injury and/or death, and you assume the risk and responsibility for any such results

The trainings are for training purposes only. **XPERT Fitness LLC** will not accept any responsibility to any party for the use of the tuition provided and/or the contents of the Materials for any purpose other than training for educational purposes, including but not limited to the giving of advice by you to any third party.

