ONLINE TERMS





TERMS OF SERVICE

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Variation

We may revise this disclaimer from time to time. The revised disclaimer will apply to the use of Unleashed Online from the date of the publication of the revised disclaimer in our training app.

Entire agreement

Subject to the third paragraph of Section [5], this disclaimer constitutes the entire agreement between you and us in relation to your use of Unleashed Online and supersedes all previous agreements in respect of your use Unleashed Online.

Law and jurisdiction

This disclaimer will be governed by and construed in accordance with English law, and any disputes relating to this disclaimer will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

Notice to parents and guardians

Our Services are intended for use only by individuals healthy enough to perform strenuous exercise. In becoming a user of the Services, you affirm that a physician has specifically approved your use of the Services, OR that no physician has ever informed you that you have any condition that will prohibit you or your child from taking part in any physical activity. All exercises within this training app [Unleashed Online] third party provider [Team Buildr] should be carried out with care and extreme caution. Throughout an appropriate adult will at times be required to provide support and supervision with some of the language, interpretations and use of the training app. As parent or guardian of any young person under the age of 16 you are responsible for monitoring and supervising their child's use of our Services [Unleaded Online].

Playermade accepts no responsibility for any accident, injury or even death caused as a result of improper use of this training program, at all times we highly recommend a focus on good form and posture and safe lifting.

Should at any point you feel any pain or discomfort, you should stop immediately and seek medical advice. If your child is using the Services without your consent and is under age 16, please contact us immediately so that we can disable their access. If you have questions about the Services, please contact us at unleashed@playermade.co.uk. Should you be unsure about yours or your child's readiness to exercise then you should first consult a doctor before taking part in any of the training.

Our recommended workout plans and exercises, even if they are tailored to individual users, should not be misconstrued as medical advice, diagnoses or treatment. Under proper supervision and with an appropriate program, prepubescent and adolescent children can perform plyometric exercises. (Essentials of Strength Training & Conditioning, G. Gregory, N Travis Triplett, Fourth Edition, NSCA).

Consent

By accessing the Services, you acknowledge and agree that your performance of any and all exercises or activities recommended by the Services is wholly at your own risk. Neither Playermade Media Limited nor any of its trainers will be liable for any physical or mental injury or illness that may result, whether directly or indirectly, from any of our recommended workout plans or exercises. While we may provide guidelines such as written descriptions, pictures, or videos describing how to perform specific exercises or activities, you assume sole responsibility for performing those exercises or activities with proper form, as risk of injury or illness increases with improper form. We encourage you to seek multiple sources of information regarding how to perform each exercise correctly, especially if you are new to any of the forms of training or activity you seek to perform.

Registration

To sign up for the Services, you must register for an account https://www.teambuildr.com/eu on the Services (an "Account"). You must provide accurate and complete information and keep your Account information updated. Failure to do so shall constitute a breach of these Terms of Use. A breach of these Terms of Use may result in immediate termination of your account. You shall not: (i) select or use as a username a name of another person with the intent to impersonate that person; (ii) use as a username a name that is otherwise offensive, vulgar or obscene. You are solely responsible for the activity that occurs on your Account, and for keeping your Account password secure. You may never use another person's user account or registration information for the Services without permission. You must notify us immediately of any change in your eligibility to use the Services (including any changes to or revocation of any licenses from state authorities), breach of security or unauthorized use of your Account. You shall never publish, distribute or post login information for your Playermade Media Limited reserves the right to refuse registration of, or cancel an Account at our discretion. You shall have the ability to delete your Account through a request made to us by emailing unleashed@playermade.co.uk.

By accessing the Services, you permit us to access certain information from your social media or any other such third-party services for use by the Services. By using the Services, you are authorizing us to collect, store, retain, and use indefinitely, in accordance with our Privacy Policy, any and all information that you permitted social media platforms or any other such third-party services to provide to us. Should you have any questions or queries relating to your account you can contact support@teambuildr.com.

Content Definition

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Payments and Billing Paid Services

Certain of our Services may be subject to payments now or in the future (the "Paid Services"). Please note that any payment terms presented to you in the process of using or signing up for a Paid Service are deemed part of this Agreement. Billing: We use a third-party payment processor (the "Payment Processor") to bill you through a payment account (your "Billing Account") for use of the Paid Services. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to this Agreement. We are not responsible for error by the Payment Processor. By choosing to use Paid Services, you agree to pay us, through the Payment Processor, all charges at the prices then in effect for any use of such Paid Services in accordance with the applicable payment terms and you authorize us, through the Payment Processor, to charge your chosen payment provider (your "Payment Method"). You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Payment Method: The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If we, through the Payment Processor, do not receive payment from you, you agree to pay all amounts due on your Billing Account upon demand. **Membership Introduction**

Your membership is personal to you and cannot be transfer on to any another person. The sole user of this membership is entitled to access the benefits of your membership as stated under your category of membership. We will provide you with the information about the range of services available to you and how you can access them. Each category of membership may have certain restrictions, which only apply to that category of membership. We will make you aware of these restrictions when you before you sign up, or when you change your categories at any time. If this is the case, we will make you aware with sufficient notice.

Membership types and length of membership

Your membership will begin on the day that you set up your membership via direct debit. Some of the Paid Services may consist of an initial period, for which there is a one-time charge, followed by recurring period charges as agreed to by you.

Online Membership

Your membership will run for the initial period of 1 month and will continue then indefinitely until you cancel, you are responsible for cancelling your membership.

Free Trials and Other Promotions

Any free trial or other promotion that provides access to a Paid Service must be used within the specified time of the trial. You must stop using a Paid Service before the end of the trial period in order to avoid being charged for that Paid Service. If you cancel prior to the end of the trial period and are inadvertently charged for a Paid Service, please contact our customer service at unleashed@playermade.co.uk

Termination

We may terminate your access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your membership. Upon termination, you agree that you shall no longer access (or attempt to access) the Services. If you wish to terminate your Account, you may do so by emailing us ay unleashed@playermade.co.uk. Any fees paid hereunder are non-refundable. All provisions of these Terms of Use, which by their nature should survive termination shall survive termination, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Changing your membership categories

There may be an occasion where you may need to change your membership category, which you can do easily by contacting us. We will allow you to change your membership category on or after the next date that your original membership started. You may be asked to pay any difference in the joining fee and membership fees between your new category and your old category. If you pay your membership fee in one payment you must see out the service in which you have paid, we will not transfer any services or refund and payments you have already paid.

Membership Freezing

Currently there is no option to freeze or suspend memberships, so you must continue to pay your membership fees until at least the minimum term as stated above.

Missed Payments

If you do not pay your membership fee when it is due, we will email to you to let you know. If you are paying by direct debit, we will try to take this payment from your account again some following days later. If that is unsuccessful, we will late payment notice and option to make payment via a link without any additional charges. At this point, should you fail to make payment but your direct debit instruction is still in force, we will try to take payment again in the following month for the payment you have missed and the amount due for the current month. Should we still be unable to take payment we may prevent you from temporarily accessing any of our services or even cancel your subscription permanently.

Cancelling your membership

We may also suspend or cancel your entire membership if you break or repeatedly break this membership agreement, uses rude or abusive language or behaves or threatens to behave in a violent or aggressive way online in any of our community groups. We have the right to without refund, and retain a proportion of the money you have paid under this agreement to cover any reasonable costs or time we incurred related to this matter. We may also chose not accept any future applications you make for membership to any of our services. You have the right to appeal against our decision (unless your behaviour is covered by any of the above actions).

You can get details of our appeal procedures by emailing us at unleashed@playermade.co.uk.

Changing your membership fees and this agreement

We may increase membership fees automatically each year by up to either 1% above the rate of inflation according to the Retail Prices Index or 3%, whichever is higher. If we do this we will notify you. If we plan to increase the membership fees by more than the higher of these amounts, we will make every effort to give you at sufficient notice, by email. As well as the increase described above, we have the right to increase membership fees at any time, to take account of any increase in the rate of VAT. We will make every reasonable effort to give you sufficient notice of the increase via email. We may make reasonable changes to this agreement, to these terms and conditions and to the rules and regulations at any time, as long as we give you notice before we make the changes. You have the option to end your membership without charge at any time.

Making changes to services and activities

If we decide to change the services available to you under of the membership categories we will make every reasonable effort to give you sufficient notice. You may cancel your membership at any time. We have the right to increase, reduce or withdraw certain facilities, services or activities either permanently or temporarily (for example, to carry maintenance or update to the site or service). If we decide to permanently, in which case we will make every reasonable effort to give you one notice via email. Warranty Disclaimer

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