

Terms of Service

Welcome to TotalBodyUp (the “**Service**”), operated by Noatel Europe (the “**Company**” or “Noatel Europe”) through the TotalBodyUp Application (or App). You (“**Consumer**” or “**User**”) should also read the TotalBodyUp Privacy Policy, which is incorporated by reference into subscription page and available in the Service and [here](#). If you do not accept and agree to be bound by all of the conditions of these Terms of Service (“**Agreement**”), including the TotalBodyUp Privacy Policy, do not use the Service.

For any information about this document please email any requests to info.totalbodyup@noateleurope.co.uk, specifying your country of residence

Acceptance and the Service.

- a. This Agreement is an electronic contract that establishes the legally binding terms you must accept to use the Service. This document and the Privacy Policy are agreed by you if you access or use the Service, purchase or accept additional features, products or services that Company offers on the Service, such as terms governing features, billing, free trials, discounts and promotions. By accessing the App or its website (www.totalbodyup.com), whether through a mobile device, mobile application or computer you agree to be bound by these Terms of Service whether or not you create a TotalBodyUp account. By Accessing App and Service you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein. This Agreement may be modified by the Company from time to time. It is understood that any modification, integration or update will be communicated to the User.
- b. To withdraw this consent, you must cease using the Service and terminate your account.
- c. You agree that the Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. To protect the integrity of the Service, the Company reserves the right at any time in its sole discretion to block users from certain IP addresses from accessing the Service.
- d. You as Consumer/User undertake to use this App only for the purpose of safe training and workouts, avoiding all other improper uses and misuses. You shall not use the Service for activities that may cause damage and/or disturbance to your health.
- e. You assume full responsibility for any use of the Service for other improper uses and misuses and/or not permitted by law, regulations, orders or disciplines.
- f. You warrant that any activity made with the Service shall be under your sole responsibility and for personal use and not for professional use, and that the Service is not used against the law, regulations, orders or disciplines, or to cause offense, harassment, disturbance or affect the rights of third parties, undertaking to indemnify and hold harmless the Company from any prejudicial consequence.
- g. Eligibility. No part of TotalBodyUp is directed to persons under the age of 13. You must be at least 13 years of age to access and use the Service. Any use of the Service is void where prohibited. By accessing and using the Service, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions.
- h. Term and Termination. This Agreement will remain in full force and effect while you use the Service. The Company may terminate or suspend your account at any time without notice if the Company believes that you have breached this Agreement, or for any other reason, with or without cause, in its sole discretion. Upon such termination or suspension, you will not be entitled to any refund of unused fees for in app purchases. The Company is not required to disclose, and may be prohibited by law from disclosing, the reason for the termination or suspension of your account. After your account is terminated for any reason, all terms of this Agreement survive such termination, and continue in full force and effect, except for any terms that by their nature expire or are fully satisfied.
- i. Non-commercial use by Users. The Service is for personal use only. You may not use the Service or any content contained (including, but not limited to, content of other users, designs, text, graphics, images, video, information, logos, software, audio files and computer code) in connection with any commercial endeavors, such as
 - (i) advertising or soliciting any user to buy or sell any products or services not offered by the Company or
 - (ii) soliciting others to attend parties or other social functions, or networking, for commercial purposes.Organizations, companies, and/or businesses may not use the Service for any purpose except with TotalBodyUp’s express consent (such as for promoted profiles or other advertisements), which TotalBodyUp may provide or deny in its sole discretion. The Company may investigate and take any available legal action in response to illegal and/or unauthorized uses of the Service, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the Service.
- j. E-mail responding service. The Company responds to questions e-mailed to info.totalbodyup@noateleurope.co.uk. When communicating, you agree to not be abusive, obscene, profane, offensive, sexist, threatening, harassing, racially offensive, or to not otherwise behave inappropriately. Company cares to protect the Account Security, so you agree to immediately notify the Company of any disclosure or unauthorized use of your device or any other breach of security at info.totalbodyup@noateleurope.co.uk.

Proprietary Rights and Copyright Policy.

The Company owns and retains all proprietary rights in the Service, and in all content, trademarks, trade names, service marks and other intellectual property rights related thereto. The Service contains the copyrighted material, trademarks, and other proprietary information of the Company and its licensors. You agree to not copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, trademarks, trade names, service marks, or other intellectual property or proprietary information accessible through the Service, without first obtaining the prior written consent of the Company or, if such property is not owned by the Company, the owner of such intellectual property or proprietary rights. You agree to not remove, obscure or otherwise alter any proprietary notices appearing on any content, including copyright, trademark and other intellectual property notices.

In App Purchases.

From time to time, TotalBodyUp may offer additional products and services for purchase through the App StoreSM, Google Play or other application platforms. If you choose to make an in app purchase, you will be prompted to enter details for your account with the mobile platform you are using your IAP Account (e.g., Apple, Android, etc.) that will be charged for the in app purchase in accordance with the terms disclosed to you at the time of purchase as well as the general terms for in app purchases that apply to your IAP Account.

In app purchases may include a free trial period. At the end of this, you will be charged (through iTunes and Google Play Account) the price of the subscription and will continue to be charged until you cancel your subscription.

We may offer an auto-renewal subscription so it automatically renews each week unless renewal is turned off at least 24-hours before the end of the renewal period. If you purchase an auto-recurring periodic subscription through an in app purchase, your IAP Account will be billed continuously for the subscription until you cancel in accordance with the platform terms. In call cases, please refer to the terms of your application platform which apply to your in app purchases.

In order to avoid any charges, you can cancel auto-renewal at any time (within 24 hours before the end of the trial period), but still actively take advantage of the current subscription period.

You can manage your subscription and turn off auto-renewal on **iTunes Account Settings** following these steps:

- Go to Settings > iTunes & AppStore.
- Tap on your Apple ID at the top of the screen and then select View Apple ID.
- Tap on Subscriptions to have a look at your active and expired subscriptions
- Select the one you are interested to in order to manage according to the provided options.

You can manage your subscription and turn off auto-renewal on **Google Play Account Settings** following these steps:

- Open the Google Play Store App
- Check if you are signed in to the correct Google Account
- Tap Menu > Subscriptions.
- Select the one you are interested to in order to manage according to the provided options.

Fees and payments.

This App is an auto-renewable subscription-paid based application.

You may be provided with a free-trial period, within which you can revoke from the subscription (i.e. cancel it) through your Account and, therefore, stop the usage of the Application. The exact period of the free-trial (if available) can be found in the Application.

Should you not cancel the subscription and continue to use our Application after the trial period, or in case if the trial period is not provided, the subscription cannot be further revoked and your payment cannot be returned to you.

The above subscription payment will be automatically charged to your Account upon the end of the trial period (if available) subject to your prior confirmation of the in-app purchase.

The subscription automatically renews and the subscription renewal payment shall be automatically charged to your Account unless you decide to opt out from the auto-renewal after purchase and at least 24- hours before the end of the purchased subscription period by choosing the relevant option in Account Settings. Should you opt out from the subscription renewal, the payment for the previously purchased subscription period shall not be returned to you

The periods of subscription and renewal are equal and the prices for subscription and renewal are equal. The above periods and prices can be found in this Application. Please note that the prices for the same subscription periods may vary for users from different countries and jurisdictions at our sole discretion.

Links.

The Service may contain, and the Service or third parties may provide, advertisements and promotions offered by third parties and links to other web sites or resources. You acknowledge and agree that the Company is not responsible for the availability of such external websites or resources, and does not endorse and is not responsible or liable for any content, information, statements, advertising, goods or services, or other materials on or available from such websites or resources. Your correspondence or business dealings with, or participation in promotions of, third parties found in or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such content, information, statements, advertising, goods or services or other materials available on or through any such website or resource. From time to time, the Company may make third party opinions, advice, statements, offers, or similar.

General Disclaimers.

TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, THE COMPANY PROVIDES THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICE (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, SECURE OR THAT ANY DEFECTS OR ERRORS IN THE SERVICE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR DEVICE, COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OR CORRUPTION OF DATA THAT RESULTS OR MAY RESULT FROM THE DOWNLOAD OF ANY SUCH MATERIAL. IF YOU DO NOT ACCEPT THIS LIMITATION OF LIABILITY, YOU ARE NOT AUTHORIZED TO DOWNLOAD OR OBTAIN ANY MATERIAL THROUGH THE SERVICE.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, BUSINESS PARTNERS, LICENSORS OR SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, RELIANCE, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING,

WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF GOODWILL, DAMAGES FOR LOSS, CORRUPTION OR BREACHES OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO THE COMPANY FOR THE SERVICE WHILE YOU HAVE AN ACCOUNT. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SERVICE OR THE TERMS OF THIS AGREEMENT MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

Miscellaneous, Arbitration and Governing Law.

This Agreement, and any dispute between you and the Company, shall be governed by the laws without regard to principles of conflicts of law.

- Indemnity by You. You agree to indemnify and hold the Company, its subsidiaries, and affiliates, and its and their officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your breach of or failure to comply with this Agreement, and the violation of any law or regulation by you. The Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in connection therewith.
- Notice. The Company may provide you with notices, including those regarding changes to this Agreement, using any reasonable means now known or hereafter developed, including by email, regular mail, SMS, MMS, text message or postings in the Service. Such notices may not be received if you violate this Agreement by accessing the Service in an unauthorized manner. You agree that you are deemed to have received any and all notices that would have been delivered had you accessed the Service in an authorized manner.

This Agreement, with the Privacy Policy and any specific guidelines or rules that are separately posted for particular services or offers in the Service, contains the entire agreement between you and the Company regarding the use of the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The failure of the Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

No agency, partnership, joint venture or employment is created as a result of this Agreement and you may not make any representations or bind the Company in any manner.

Date of last amendment: 2019.03.26