

# FitBusyHub Terms of Services

Effective date: 01/01/2025

## 1. Acceptance of Terms

Welcome to FitBusyHub. By accessing and using our online fitness coaching services, you agree to be bound by these Terms of Service ("Terms"). If you do not agree to all of these Terms, do not use this service.

## 2. Service Description

FitBusyHub provides personalized online fitness coaching, which includes but is not limited to, workout plans, nutrition advice, and online support (the "Service"). The Service may be adjusted based on individual user needs and progress.

## 3. User Responsibilities

As a user, you agree to:

- Provide accurate, current, and complete information about yourself as requested by the Service.
- Maintain and promptly update your data to keep it accurate, current, and complete.
- Use the Service only for lawful purposes and in accordance with these Terms.
- Understand that exercise and nutrition suggestions provided to you by FitBusyHub and its Contractors are of a general nature and acknowledge that all exercise and dietary decisions are your own responsibility.

## 4. Payment Terms

The terms of payment are agreed upon during the subscription process. Failure to comply with payment terms may result in suspension or termination of services. The Service is provided as a 12-week initial minimum term, after which it automatically rolls over into a week-to-week service. This ongoing service can be cancelled at any time following the initial term. Should you wish to cancel within the initial 12-week term, you may do so by paying an amount equal to 50% of the remaining term, calculated on a pro-rata basis. Cancellation requests must be submitted by emailing [lukas@fitbusyhub.com](mailto:lukas@fitbusyhub.com) with a notice period of 7 days.

## 5. Intellectual Property Rights

All content, including workout plans, nutritional guides, and support materials, are the exclusive property of FitBusyHub.

## 6. Disclaimer of Warranties

FitBusyHub provides its services "as is" without any express or implied warranties, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

## 7. Limitation of Liability

FitBusyHub, its affiliates, or its licensors will not be liable for any damages or injuries arising from the use of this Service.

## 8. Medical Disclaimer

The Service does not include the provision of medical advice or treatment. Always seek the advice of a physician or other qualified health provider with any questions regarding a medical condition prior to commencing an exercise program

## 9. Use of Client-Provided Images

By participating in FitBusyHub's online fitness coaching services, you agree that any photographs, images, or other likenesses provided by you to FitBusyHub may become the property of FitBusyHub. We reserve the right to use these images for marketing purposes, including but not limited to, testimonials and promotional material.

If you do not wish for your images to be used in this manner, you may opt out at any time by sending an email to [lukas@fitbusyhub.com](mailto:lukas@fitbusyhub.com) stating your preference. Upon receipt of your opt-out request, FitBusyHub will not use your images for any new marketing or promotional purposes; however, any use of your images that occurred prior to the receipt of your opt-out request may continue.

It is your responsibility to notify us of your decision to opt out, and this notification must be sent after the commencement of our services to you.

## 10. Termination

FitBusyHub reserves the right to terminate or suspend access to our Service immediately, without prior notice or liability, for any reason.

## 11. Changes to Terms

FitBusyHub reserves the right, at our sole discretion, to modify or replace these Terms at any time.

## 12. Governing Law

These Terms shall be governed by the laws of The State of Western Australia, Australia, without regard to its conflict of law provisions.

## 13. Contact Us

If you have any questions about these Terms, please contact us at [lukas@fitbusyhub.com](mailto:lukas@fitbusyhub.com)