

1 Introduction

- 1.1 The Sol Movement website is owned by Sol Movement which is a trading name style of Mac Third Eye Limited, registered in England, No. 8603769. The content, data and services on the Sol Movement website are delivered by various third-party services. You may access and use this website if you agree to be legally bound by the terms set out herein. If you do not agree to be legally bound by these terms, please do not continue to access and/or use the Sol Movement website.
- 1.2 The Sol Movement website is currently intended for use by people who live in the USA, United Kingdom and Northern Ireland as at May 2019 but is not restricted to access beyond these locations. References to "Sol Movement" mean the Sol Movement Company and website in these locations" unless otherwise stated. Service descriptions, entitlements and costs refer to services and plans specifically delivered in the USA, United Kingdom and Northern Ireland and arrangements may differ between each of these locations, such as schedules and pricing.

2 The Service

- 2.1 Sol Movement is an online service that provides online coaching, access to exercise videos streamed over the internet (both live and on-demand), coaching and health and fitness information via the Sol Movement website viewed via desktop, laptop, tablet or mobile device. Access to some or all of these services is determined by user classification; as such a user may be a public visitor, a person who has intentionally subscribed to receive email content or a person who has explicitly joined as a full member the Sol Movement Community.
- 2.2 Availability and quality of the streamed online coaching sessions and live classes may vary from computer to computer and may be affected by available bandwidth and speed of internet connection. We give no warranties of the quality of your watching experience. You are responsible for all internet access charges.
- 2.3 We reserve the right to make changes to Services and Content from time to time and without notice to the way in which we operate the overall service.
- 2.4 We may make changes to the Sol Movement website, including these terms and conditions, at any time. You will be legally bound by the updated or amended terms from the first time that you use the Sol Movement website after we publish the changes on the website.

3 Use of the Service

- 3.1 You can browse the Sol Movement website via desktop, laptop, tablet or mobile device without registering for membership. To have further access to the website site you will need to be a registered member. To have an online coaching session with an online coach (whether promotional, free or paid), you must be a registered member make a payment prior to the session (with the exception of free or promotional sessions), via the payment process presented to you. We reserve the right to cancel your membership at any time at our absolute discretion.
- 3.2 To be able to register you must:
 - 3.2.1 be 18 years or over; and
 - 3.2.2 have a valid payment method (applicable to premium memberships only).
 - 3.2.3 You may terminate your membership at any time but you will not be entitled to any refund of any memberships fees paid.
 - 3.2.4 **Important PayPal users on recurring payment plans:** if you choose to cancel, you must login to your own PayPal account to do so. Sol Movement staff and the Sol Movement platform are each unable to access your PayPal account for you. If you have used PayPal to join Sol Movement you must login to your PayPal account and cancel recurring payments yourself.

4 Physical Activity Readiness Questionnaire (PAR-Q)

- 4.1 You acknowledge and agree that you are responsible for your own health and safety at all times, and that you have been assessed by a medical expert (e.g. your GP/Doctor) who has given you consent to partake in physical activity.
- 4.2 You acknowledge and agree that you are responsible for continuously updating your medical consent through regular assessment in the form of a fitness appraisal by a medical expert (independent and unrelated to Sol Movement), in particular when choosing a new workout video or exercise programme to follow.
- 4.3 You acknowledge and agree that www.sol-movement.com and the instructions provided (via written, audio and/or visual) are for general guidance purposes only and should not replace or super-exceed the advice given to you by your own medical expert (e.g. your GP/Doctor). Should you choose to ignore medical advice, you do so at your own risk and Sol Movement Ltd (its directors, employees and coaches) shall hold no liability for damage and/or injury caused.
- 4.4 If you are planning to become much more physically active than you are now, you agree that section 4.4.1 to 4.4.7 are correct. If you disagree with any point, it is insisted that you seek medical consent before partaking in any physical activity and you agree to do so. If you are between the ages of 15 and 69, the PAR-Q points will tell you if you should check with your doctor before you start. www.sol-movement.com is not recommended for people under 18 years of age without the supervision of a parent or guardian, who

hold sole responsibility and liability and agree to conform to the same mandatory guidance in ensuring physical readiness to partake. If you are over 69 years of age, check with your doctor regardless. Common sense is your best guide when you answer in relation to yourself these points. Please read the following points carefully and answer each one honestly:

- 4.4.1 Your doctor has never said that you have a heart condition and has never said that you should only do physical activity recommended by a doctor.
 - 4.4.2 You have never felt pain in your chest when you have partaken in physical activity.
 - 4.4.3 In the past month, you have not had chest pain at any time.
 - 4.4.4 You have not lost your balance because of dizziness and you have never lost consciousness.
 - 4.4.5 You do not have a bone or joint problem that could be made worse by a change in your physical activity.
 - 4.4.6 Your doctor is not currently prescribing drugs (for example, water pills) for your blood pressure or heart condition.
 - 4.4.7 You know of no reason why you should not do physical activity.
- 4.5 As a precaution, regardless of your agreement to points 4.4.1 to 4.4.7, but especially if you disagree, you agree to talk to your doctor by phone or in person BEFORE you start becoming much more physically active. You agree to tell your doctor about this PAR-Q and the points you disagreed with. You may be able to do any activity you want – as long as you start slowly and build up gradually. Or, you may need to restrict your activities to those which are safe for you. You agree to talk with your doctor about the kinds of activities you wish to participate in and follow his/her advice.

5 Content

- 5.1 Please use the Sol Movement website commenting facilities responsibly, in particular do not post content that includes any offensive, obscene or defamatory acts or statements, illegal activities and/or activities which may cause offence to others on grounds of race, religion, creed or sex. Please also obtain the permission of any clearly identifiable individual that features in your posting. In the event of a Policy breach such actions will be subject to Sanctions (see Section 9).
- 5.2 You understand that all data, text, software, music, sound, photographs, graphics, video, messages or other materials, whether publicly posted or privately transmitted, are the sole responsibility of the person from which the content originated. This means that you are entirely responsible for all content that you upload, post or e-mail via our site.
- 5.3 Under no circumstances will we be liable in any way for any content, including (without limitation) any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of your use of any content. You agree that you must evaluate and bear all risks associated with the use of any content including any reliance on its accuracy or completeness.
- 5.4 We do not pre-screen content but we shall have the right (though not the obligation) in our sole discretion to move, modify or remove any content that is available on or via any chat area or our site generally.
- 5.5 At times, the site may not be available or may be affected by faults or maintenance, or by conditions outside our control. We reserve the right to modify or withdraw content of this site at any time. You must not damage, interfere with or disrupt access to the site or its content, nor do anything that may impair its functionality or interfere with another person's access to the site or its content. You must not use the site or its content in any way that is unlawful or damaging to us.
- 5.6 We have not approved or checked any third-party sites linked to this site and we are not responsible or liable in any way for their content. Your use of such third-party sites will be subject to the terms and conditions of those sites.

6 Billing

- 6.1 There is currently no membership fee for the use of the Sol Movement website by customers (general public users), whether accessed via desktop browser or mobile device. It is also free to register as a member to gain access to member features and the Sol Movement Community.
- 6.2 Coaching, Training Programs or Plans may be purchased and payments made by customers for such products and services will be fulfilled by PayPal or WIX Payments and will be presented as payment options in the course of valid bookings. Both are PCI DSS compliant*. Please note that Sol Movement does not hold any payment card details for its customers.

* **PCI DSS** = Payment Card Industry Data Security Standard, which sets the requirements for organizations and sellers to safely and securely accept, store, process, and transmit cardholder data during credit card transaction to prevent fraud and data breaches.

- 6.3 By successfully entering payment card details on this site you agree that where appropriate for specific recurring products and services, we are authorized to automatically charge you the agreed recurrent subscription fee at the current rate. The charge will be made to the payment method you selected in your

registration. Payments are non-refundable.

- 6.4** Booking charges will be paid in advance on the calendar day corresponding to the commencement of your recurring service or program.
- 6.5** You may access your account details at any time by logging onto the website with your username and password and viewing the drop-down menu. You may cancel or change your payment method and plan anytime by emailing info@sol-movement.com or refer to section 5 Cancellations below.
- 6.6** If your payment is by credit or debit card, then if your card reaches its expiry date and you have not amended your payment method, then you authorize us to continue billing that payment method and you remain liable for any sums that we are unable to collect.

7 Cancellation

- 7.1** You can cancel your membership at any time. To do this please email info@sol-movement.com
- 7.2** If you have purchased a Training Program or Plan, or have booked a coaching session which has a recurrent payment via PayPal rather than a one-time pre-event payment and you wish to cancel your subscription you will need to do so via your PayPal account. Sol Movement staff and the Sol Movement platform are each unable to access your PayPal account for you. If you have used PayPal to join Sol Movement you must login to your PayPal account and cancel recurring payments yourself.

8 Feedback and Complaints

- 8.1 Feedback** - Sol Movement welcomes feedback on all its content. There are 2 ways to provide feedback:
- 8.1.1** Comments – As a registered member you can comment on the Blog pages on this site. Please view our comments policy under Section 5.
- 8.1.2** Contact – you can email us at info@sol-movement.com. Please start the subject field with FEEDBACK.
- 8.2 Complaint process**
- 8.3** If you have a complaint about a piece of content, materials or coaching please email us at info@sol-movement.com. Please start the subject field with COMPLAINT.

9 Intellectual property

- 9.1** The rights in images, trademarks, trade names and logos included in Sol Movement are owned by the Sol Movement Company and third parties. You will need to obtain permission in writing from the owner before you may use these items in any way.
- 9.2** All intellectual property rights in the content of this site belong to Sol Movement or its licensors. No content should be modified, performed, published, transferred to anyone else or used for any commercial purpose. Except to the extent permitted by applicable law, you must not disassemble, de-compile, reverse engineer or otherwise break or attempt to break encryption protecting content downloaded from this site.
- 9.3** You grant to Sol Movement a worldwide, royalty-free, irrevocable, non-exclusive licence (including the right to sub-license) to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any content (in whole or part) you upload, post or e-mail and/or to incorporate such content in other works in any form, media or technology now known or developed.
- 9.4** All title, ownership rights and intellectual property rights in and to Sol Movement website content shall remain the property of the Sol Movement, its parent company and its licensors.

10 Sanctions

- 10.1** As soon as we are made aware of activities that breach these rules, prompt action will be taken. If you witness such breaches anywhere else in our site, please notify us via the appropriate channels immediately.
- 10.2** On being made aware of any such breaches, we may ban, delete or prohibit any content that relates to those breaches or that we judge harmful to individuals or the rights of any of our affiliates, licensors or partners.
- 10.3** We reserve the right to take whatever action we deem necessary to prevent such breaches including the following:
- 10.3.1** Breaches we deem minor may result simply in receipt of a warning; or
- 10.3.2** Breaches we deem serious may result in your automatic ban from our site generally.
- 10.4** All incidents will be logged and our decision is final in all such cases.
- 10.5** Any breaches may lead to us reporting your activities to your internet service provider, your employer,

relevant authorities, or to legal action being taken against you, or both.

11 Privacy Policy & Trusted 3rd Party Partners

- 11.1** You agree to allow www.sol-movement.com to send you direct emails in the form of tips, advice and special offers.
- 11.2** We take no responsibility for any third-party party websites that you may enter via our website, nor do we take liability for the World Wide Web. The content and materials accessed outside our website are beyond our control.
- 11.3** You may unsubscribe from any communication at any time using the members menu under the login bar.
- 11.4** To register on the Sol Movement website as a member, you will have had the required opt-in of terms of service and the optional subscribe to marketing communication, and therefore these terms are for your reference
- 11.5** At Sol Movement, privacy means fair play and transparency. This Privacy Notice provides you information about how your personal details are used on www.sol-movement.com for the purpose of informing and selling you our products and services as well as maintaining, improving and managing our products and services in order to provide you with the best experience whenever you interact with us in the digital world online. Sol Movement will never sell or share any of your information with any other party.
- 11.6** In accordance with European General Data Protection Legislation ("GDPR") and local applicable laws, this Privacy Notice provides you information on how Sol Movement collects, uses, protects, keeps, shares and deletes (collectively, we call it "process" or "processing" in this Privacy Notice) your personal details. We also provide you information about how you can contact us to exercise your rights under local law.

12 Limitation of Liability

- 12.1** Sol Movement provides this site on an as-is basis and make no representations or warranties of any kind with respect to this site or its contents and disclaim all such representations and warranties. In addition, no representations or warranties are made about the accuracy, completeness, or suitability for any purpose of the information and related graphics published on this site. The information contained on this site may contain technical inaccuracies or typographical errors. All our liability howsoever arising for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.
- 12.2** Neither Sol Movement nor any of our directors, employees or other representatives will be liable for loss or damage whether direct or consequential, arising out of or in connection with the use of this site. Notwithstanding the foregoing, none of the exclusions and limitations are intended to limit any rights you may have as a consumer under English law or other statutory rights which may not be excluded.

13 Governing Law

- 13.1** These Terms of use are governed by English law and the English courts shall have exclusive jurisdiction.

14 Contact Information

The Sol Movement website is delivered and managed for the Sol Movement Company using several third-parties by:

Sol Movement
42 Fairmile House
30 Twickenham Road
TEDDINGTON
TW11 8BA
United Kingdom

For support or any enquires please contact us by mail or email at info@sol-movement.com

15 Updates

- 15.1** These Terms & Conditions were last updated on 10 May 2019

LEGAL DISCLAIMERS**16 GENERAL**

- 16.1** By entering the Sol Movement website (www.sol-movement.com) or by using our blog, e-mails, purchasing or using our training programs or plans, services, and/or products, you are agreeing to accept all parts of this disclaimer. Thus, if you do not agree to this disclaimer, STOP now and do not use our website, blog, e-mails, programs, services, or products.
- 16.2** We will not be held responsible in any way for the information that you request or receive through or on our website, blog, e-mails, training programs or plans, services and/or products. In no event will we be liable to any party for any direct, indirect, special, incidental, equitable or consequential damages for any use of or reliance on this website or blog, e-mails, training programs or plans, services, and/or products, including, without limitation, any lost profits, personal or business interruptions, personal injuries, accidents, misapplication of information or any other loss, malady, disease or difficulty, or otherwise, even if we are expressly advised of the possibility of such damages or difficulties.
- 16.3** Reference or links in this website, blog, e-mails, programs, services or products to any other business or entity's information, opinions, advice, programs, services, or products do not constitute our endorsement or recommendation. We are not responsible for the contents of any off-site web pages, companies or persons linked or referenced in this site.

17 MEDICAL

- 17.1** Sol Movement, strongly recommends that you consult with your physician before beginning any exercise program or plan. As part of these steps it is strongly recommended you complete an industry standard PAR-Q self-assessment form as referenced in Section 4. There are many examples available on-line. You should be in good physical condition and be able to participate in the exercise. Sol Movement is not a licensed medical care provider and represents that they have no expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on a medical condition.
- 17.2** You should understand that when participating in any exercise or exercise program, there is the possibility of physical injury. If you engage in this exercise or exercise programs tendered under your use of Sol Movement website or any of its material or content whether downloaded by you or sent to you by Sol Movement, you agree that you do so at your own risk, are voluntarily participating in these activities, assume all risk of injury to yourself, and agree to release and discharge Sol Movement, its coaches including its parent company Mac Third Eye Limited, from any and all claims or causes of action, known or unknown, arising out of Sol Movement.
- 17.3** The information, materials or content provided by Sol Movement is not intended to be a substitute for professional medical advice, diagnosis or treatment. Never disregard professional medical advice, or delay in seeking it, because of something you have read on this website or any of material attributed to it. Never rely on information on this website or any of material attributed to it in place of seeking professional medical advice.
- 17.4** Sol Movement and its coaches including its parent company, Mac Third Eye Limited are not responsible or liable for any advice, course of treatment, diagnosis or any other information, services or products that you obtain through this site. You are encouraged to consult with your doctor with regard to this information contained on or through this website. After reading articles, watching videos or reading other content from this website, you are encouraged to review the information carefully with your professional healthcare provider.

18 COACHES

- 18.1** We are not doctors. The information we provide is based on our personal individual experiences and our experience as a Coach.
- 18.2** The information contained in our website, blog, guest blogs, e-mails, programs, services and/or products is for educational and informational purposes only, and is made available to you as self-help tools. Sol Movement Plans, Coaching and Community for women is provided for your own use. While we draw on our prior professional expertise and background in many areas, you acknowledge that we are supporting you in our roles exclusively as general fitness training coaches only. We provide information concerning, but not limited to, general fitness training, coaching and community, for women.
- 18.3** We are not medical health practitioners or mental health providers and we are not holding ourselves out to be in any capacity. Rather, we serve as coaches, mentors and guides who help you reach your own health and wellness goals.
- 18.4** We aim to accurately represent the information provided on this website, blog, e-mails, programs, services, and products. You are acknowledging that you are participating voluntarily in using our website or blog or in any of our e-mails, programs, services, and/or products, and you alone are solely and personally responsible for your results. You acknowledge that you take full responsibility for your health, life and well-being, as well as the health, lives and well-being of your family and children (born and unborn, as applicable), and all decisions now or in the future.

- 18.5** In the event that you use the information provided through our website, blog, e-mails, programs, services, and/or products, we assume no responsibility.
- 18.6** Every effort is made to ensure the accuracy of published information on or through our website, blog, e-mails, programs, services and products; however, the information may inadvertently contain inaccuracies or typographical errors. Every effort has been made to present you with the most accurate, up-to-date information, but because the nature of fitness training, coaching and wellness is constantly evolving, we cannot be held responsible for the accuracy of our content.

19 RESULTS

- 19.1** We make every effort to ensure that we accurately represent these products and services and their potential for results. There is no guarantee that you will experience the same results and you accept the risk that the muscle building results, fitness results, competition results and fat loss results differ by individual. [you will want to edit the areas of result that your work as a fitness coach relates, ie: your specialization]
- 19.2** We make no guarantees concerning the level of success you may experience, and you accept the risk that results will differ for each individual. Any testimonials and examples which may be provided from time to time are exceptional results, which do not apply to the average purchaser, and are not intended to represent or guarantee that anyone will achieve the same or similar results.
- 19.3** Each individual's health, fitness, and nutrition success depends on his or her background, dedication, desire, and motivation. As with any health-related program or service, your results may vary, and will be based on many variables, including but not limited to, your individual capacity, life experience, unique health and genetic profile, starting point, expertise, and level of commitment.
- 19.4** There is no assurance that examples of past fitness, competition, muscle building and/or fat burning results can be duplicated in the future. We cannot guarantee your future results and/or success. Nor can we guarantee that you maintain the results you experience if you do not continue following the program. We are not responsible for your actions.
- 19.5** The use of our information, products and services should be based on your own due diligence and you agree that Sol Movement, its Coaches or its parent company Mac Third Eye Limited, is not liable for any success or failure of your physique that is directly or indirectly related to the purchase and use of our information, products and services.
- 19.6** We present real world experiences and insights on other people's experiences for purposes of illustration only.
- 19.7** The testimonials, examples, and photos where used, are of actual clients and results they personally achieved. Each client will have approved these testimonials, examples, and photos for use in materials to speak to our programs and plans, services, and/or product capabilities, but they are not intended to represent or guarantee that current or future clients will achieve the same or similar results. Rather, these client stories represent what is possible with our programs, services, and/or products.