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To request a refund, please contact our customer support team with your order details. Refunds will be processed within 7-10 business days.

Please note that in some cases, we may offer a prorated refund or account credit instead of a full refund.



Last revised:2/12/2022

**Overview**

MW Fitness is an online platform that provides users with access to a network of gyms, fitness classes, pools, sports classes and physical activities.

**Terms of use OF MW Fitness website**

These Terms of Use apply on each and every use by any visitor and/or user of the MW Fitness website .

By using MW Fitness Website and any services accessible from MW Fitness Website, the visitor/user agrees to be bound by the following terms and conditions ("Terms of Use"). If you do not agree to these Terms of Use, you may not visit or use MW Fitness Website, and you are required to leave MW Fitness Website.

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### **Ownership of content**

The copyright on the content of MW Fitness Website, and all MW Fitness trademarks appearing on the MW Fitness Website, belong to Deportes Ltd.

### **Privacy**

By using the MW Fitness Website, you acknowledge irrevocably that you have read and that you accept MW Fitness's Privacy Policy. You consent to the processing of your personal data by MW Fitness and/or its assignees in accordance with that Privacy Policy Statement.

General practices regarding use; Acceptable use policy; Breach

MW Fitness reserves the right to limit, suspend or terminate your access and use of MW Fitness Website at any time without notice. MW Fitness makes no guarantee that the MW Fitness Website will be error free. MW Fitness reserves the right to suspend or withdraw the whole or any part of any MW Fitness Website at any time without notice and without incurring any liability.

You may create links to MW Fitness Websites from other respectable websites. MW Fitness reserves the right to investigate and prosecute breaches of any of these Terms of Use to the full extent of the law. You consent to MW Fitness disclosing your identity and personal information to relevant authorities to the extent considered desirable in the investigation of any actual or suspected criminal offenses. MW Fitness may cooperate with law enforcement authorities in prosecuting users who violate these Terms of Use. You acknowledge that MW Fitness has no obligation to pre-screen or monitor your access to or use of MW Fitness Websites or any information, materials or other content provided or made available through MW Fitness

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Websites, but has the right to do so. You hereby agree that MW Fitness may, in the exercise of MW Fitness' sole discretion, remove or delete any entries, information, materials or other content that violates these Terms of Use.

### **Your account**

In order to open an account on MW Fitness Website and enjoy services available on MW Fitness Website, you must register ('Sign up') with MW Fitness with your email and provide any information required by MW Fitness during the registration process. You are responsible for maintaining the accuracy of this information, and for the security of your account and password. MW Fitness will not be liable for any loss or damage arising from your failure to comply with this responsibility. You are also responsible for any content that you may post on MW Fitness Websites and for all activity that occurs under your account. Your account is personal and may not be used by third parties. You must: (i) notify MW Fitness immediately of any unauthorized use of any password or Account or any other known or suspected breach of security; and (ii) use reasonable efforts to immediately stop any unauthorized activity that is known to or suspected by you.

### **Prohibited use**

You may not:

- upload, post, email, transmit or otherwise make available any information, materials or other content that is illegal, threatening, abusive, harassing, defamatory, obscene, pornographic,

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racist or offensive; that advocates violence; or that infringes another's rights, including any intellectual property rights;

- use The MW Fitness Website:

- o for any fraudulent purpose

- o for the purpose of harming or attempting to harm minors in any way

- o knowingly transmit any data, send or upload any (material that contains) viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

- impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;

- obtain, collect, store or modify personal information about other users without prior written consent;

- upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

- modify, adapt or hack MW Fitness Website

- access without authority, interfere with, damage or disrupt:

- o any part of the MW Fitness-website,

- o any equipment or network on which a MW Fitness-website is stored,

- o any software used in the provision of the MW Fitness-website, or

- o any equipment or network or software owned or used by any third

- party; or

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o during any use of any of the MW Fitness Websites, violate any laws in any relevant jurisdiction. Recognizing the global nature of the Internet, you will comply with all local rules regarding online conduct.

### **Comments**

In the course of using the MW Fitness Website, you may provide MW Fitness with comments, including but not limited to suggestions and observations concerning errors, problems and defects, as well as any other issues. You hereby grant MW Fitness a worldwide, irrevocable, perpetual, non exclusive, royalty-free, transferable and sub-licensable right to use, copy, modify, distribute, display, translate, perform, create derivative works from, sub-license and otherwise exploit any and all such comments.

### **Modifications to MW Fitness Website and Terms of Use**

MW Fitness reserves the right to modify or discontinue, temporarily or permanently, the MW Fitness Websites(or any part thereof), or your access to all or any part of the MW Fitness Website, with or without notice at any time. MW Fitness shall not be liable for any modification, suspension or discontinuance of the MW Fitness Website. MW Fitness reserves the right to change these Terms of Use by posting changes on this page of the MW Fitness Website. By using MW Fitness Website, you are bound by any such revisions and should therefore periodically visit this page to determine the then-current Terms of Use to which you are bound.

### **Links**

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MW Fitness Website may provide or permit links to other Websites or resources. Because MW Fitness has no control over such Websites and resources, MW Fitness does not guarantee any availability of any such website and/or resource and MW Fitness does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such Websites or resources. Your business dealings with any third parties through MW Fitness Website, including payment for 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. MW Fitness 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 use of or reliance on any such content, goods or services available on or through any such Website or resource.

### **Disclaimer of warranties**

Use of any of the MW Fitness websites is at your sole risk. The MW Fitness website and its content are provided for use on an “as is” and “as and if available”-basis. MW Fitness makes no warranties regarding any of the content on the MW Fitness website.

### **Indemnification**

You will indemnify and hold MW Fitness its subsidiaries, affiliates, officers, agents, cobranders or other partners and employees harmless from any claim or demand, including reasonable attorney fees, made by any third party due to or arising out of your use of the MW Fitness Website, your connection to the MW Fitness Website, any breach by you of these Terms of Use, and/or any violation by you of any rights of a third party. You are

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solely responsible for his or her actions when using the MW Fitness Website, including, but not limited to, costs incurred for Internet access. MW Fitness reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify MW Fitness, and you will cooperate with MW Fitness's defense against any such claim.

### **Limitation of Liability**

In no event shall MW Fitness or its employees, agents, suppliers or contractors be liable for any damages of any nature, including without limitation any consequential loss, damages for loss of income or profit, loss of or damage to property, loss of goodwill, use, data or other intangible losses, claims of third parties, or any other loss, cost, claim or expense of any kind or character arising out of or in connection with the use of the MW Fitness Website, the content or any website with which it is linked.

### **Applicable law and jurisdiction; invalidity; section titles**

These Terms of Use are governed by and construed in accordance with the laws of Kenya. Any dispute shall be submitted to the exclusive jurisdiction of the court competent in the place of business of MW Fitness. Any failure of MW Fitness to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, MW Fitness may in a different way give effect to her intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect. The section titles in these

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Terms of Use are for convenience only and have no legal effect.

### **General terms of MW Fitness concerning online booking**

Anybody making a booking through MW Fitness is bound to these General Terms plus to the fitness businesses. "fitness businesses" is any training establishment or educational establishment or Sports establishment or facility (all in the widest sense), and "fitness businesses' Terms" are its Terms & Conditions which are applicable on any dealing with that establishment, for instance holding a cancellation policy of the fitness business in effect at the time of the online booking. The online booking service provided by MW Fitness is free for Participants. The person who takes part, or intends to take part, in a course that is the object of a booking is the "Participant";. The Participant will provide truthful information at the time of booking; the Participant may be expelled forthwith from the course at any time should said information prove to be a misrepresentation. MW Fitness will present fitness businesses in a way that comparison of the offering is easy for the consumer, ie. the Participant. MW Fitness will endeavor to present information on the profile, facilities, activities and courses of the fitness businesses.

#### **Booking a course/session**

Once any course is chosen by the Participant, the Participant can then book for the course immediately through MW Fitness.

The booking may be rejected and/or not executed by either MW Fitness or the fitness business for the following reasons:



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- The Participant cannot be reached for more than one month;
  - The Participant provided untruthful information during the online booking;
  - The course is oversubscribed, not running or deemed unsuitable for the Participant;
  - There are practical reasons for rejection of the booking;
- The booking is deemed to be unsuitable for any other reasons.

Once a booking is received, MW Fitness will email a confirmation of the booking. This leads to a contract between the Participant and the fitness business, on which the fitness businesses Terms are applicable. MW Fitness is not a party to that contract. MW Fitness' role is solely that of facilitator. MW Fitness carries an obligation to make her best effort, not an obligation to procure any result. MW Fitness' system enables the Participant to communicate with the fitness businesses. MW Fitness will request the fitness business to send all necessary documents directly to the Participant.

### **Payment**

Payments to MW Fitness are made by companies on behalf of their employees.

Payments to MW Fitness are made by individuals via the platform

Fixed service cost of **4%** for fitness businesses.

MW Fitness reserves the right to revise its service fee upwards or downwards, a notice of 30 days will be given prior to such a decision being made.

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Payment for successful & verified transactions to fitness businesses will be made at the end of every month.

### **Reviews**

Only customers who have participated in an activity via MW Fitness website will be allowed to write a review.

Participants have 14 days after the activity is purchased to write a review.

MW Fitness will not accept reviews which include:

- Profanity, sexually explicit, hate speech, discriminatory, threats, violence
  - Mention of full names, personal attack towards the staff
  - Promoting illegal activities (e.g. drugs, prostitution)
    - Politically sensitive comments

### **Changes of Terms**

MW Fitness reserves the right to change these Terms.

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### **Disclaimer**

MW Fitness is not liable or responsible in case:

- the fitness business decides to stop or change the course;
- the Participant is unable to attend the course for personal reasons;
- The fitness business has supplied inaccurate information to MW Fitness which leads to inaccurate information by MW Fitness.
- of any other reasons out of MW Fitness' control.

### **Damages**

MW Fitness is not liable for any damages or injury caused to or by the Participant nor for damages caused to or by the fitness businesses.

### **Applicable law and Jurisdiction**

These Terms are governed by the laws of Kenya. All disputes arising out of or in connection with these Terms shall be subjected to the exclusive jurisdiction of the courts of MW Fitness' place of business.

### **Data protection**

MW Fitness' Privacy Policy is applicable.