

BOUNCE PHYSIOTHERAPY ONLINE PILATES TERMS AND CONDITIONS

General Terms

- 1) You may not access our online classes and must not pay to access our online classes unless you are 18 years of age. If you are less than 18 years of age, then you may only access our online classes through your parent or guardian. By accessing our online classes you warrant that you are 18 years of age.
- 2) By agreeing to these terms or participating in or viewing our online classes, you agree to and are bound by these terms and conditions. If you do not agree to these terms and condition then please do not view or participate in our online classes. At any time we may update our terms and conditions as reasonably required and such updated terms and conditions are binding on you from being published on our website. We may also from time to time publish reasonable policies and/ or rules of use for the use of our website and such policies and rules of use are binding on you when published on our website.
- 3) Our current prices and timetable are provided on our website. From time to time, our prices or timetable may be changed. Any change in our prices as displayed on our website is binding on you from the next monthly billing period.
- 4) From time to time, we may offer free or discounted access to our online classes. When a free or discounted period ends, your paid access begins (unless you have cancelled in accordance with the terms of such offer) and you must pay the full monthly fee without notice to you. You may only be eligible to a free or discounted period once and we may refuse to provide you with any further free or discounted access to our online classes.
- 5) Access to our online classes may only be purchased monthly in advance. You will be charged monthly in advance for access to our online classes and you will not be able to access our classes for the month until payment has been received. You authorise us to draw your monthly payments by any method of which you have agreed on entry into these terms and conditions or at any time during our supply of services to you.
- 6) You will be automatically charged monthly for access to our online classes, until you provide notice to us that you wish to no longer have access to our online classes via email to bouncephysiotherapy@bigpond.com. On you supplying such notice, your liability for any further monthly payments will cease and your access to our online classes will cease at the end of the monthly billing period. Any monthly charges incurred or payments received prior to you supplying us with notice that you no longer wish to have access to our online classes are not refundable.
- 7) To access our online classes you must create an account with us. Your account and use of our website is governed by these terms and conditions in addition to any reasonable policies published on our website concerning privacy, terms of use and any other reasonable terms and conditions.
- 8) Without reason, we may refuse to supply services to any person and/ or terminate a person's access to our online classes.

Intellectual Property

- 9) We are the exclusive owner or licensee of all:-
 - a) content able to be viewed on our website;
 - b) designs, art, graphics, photographs, images, logos, text, music, sound effects, audio and/or audio-visual elements, videos, domain names, downloadable materials, look-and-feel, design, layout, organization, presentation, user interface, navigation, stylistic convention and other distinctive brand features of our website;
 - c) trademarks, trade names, copyrights, logos and service-marks; and
 - d) intellectual property rights in the above,

(our **Intellectual Property**) and you do not acquire any ownership interest in our Intellectual Property by accessing our website or by any other means and you must not and undertake not to

use, reproduce, copy, modify, edit distribute, transmit, adapt, reformat, display, publish, licence or otherwise exploit in any way our Intellectual Property.

Medical Warning and Release/ Indemnity for Liability

General Warning

10) Prior to undertaking any new form of exercise, you should consult with your doctor or other health care practitioner(s) and obtain their opinion on your current health, ability to exercise and any restrictions that may be appropriate for you while undertaking exercise. When participating in our classes, you should work at your own pace and not overexert yourself. Stop immediately if you feel pain or discomfort. You should immediately seek medical attention if there are any unanticipated changes to your physical condition at any time. You must notify us immediately if you have any pre-existing injuries or medical conditions which may impact upon your ability to perform the exercises in my classes.

Risk Warning

11) You acknowledge that:-

- a) by participating in our Pilates classes and/ or subsequently performing exercises learnt in our classes, you will be performing physical activity and exercise which has an inherent risk of personal injury and you perform such physical activity and exercise at your own risk. Examples of the inherent risks of the personal injury which may be suffered include (but are not limited to):-
 - i) injury to muscles, ligaments, bones, etc;
 - ii) consequences of exertion such as fatigue, heart attack, etc; and
 - iii) consequential death, immobility, pain, etc due to injury suffered;
- b) we are not doctors and do not have direct access to you for the purpose of evaluating your fitness and health. Therefore we are not in a position to unequivocally determine whether you are in good physical condition and/or that you can engage in exercise without detriment to your health, safety, comfort or physical condition;
- c) we have strongly advised you to seek medical advice prior to commencing any exercise program including the services we offer; and
- d) if you suffer injury by participating in our Pilates classes and/ or subsequently performing exercises learnt in our classes, then you may suffer consequential loss such as medical costs for treating injuries, loss of income due to inability to work, expenses due to not being able to perform tasks yourself, etc.

Pregnancy

12) Our online classes are not suitable for pregnant women over 14 weeks and pregnant women over 14 weeks should not participate in our online classes. All pregnant women should obtain independent medical advice before participating in any pilates or general exercise.

Release/ Indemnity for Loss

13) Noting Division 5 of the *Civil Liability Act 2002* (NSW) and section 139A of the *Competition and Consumer Act 2010* (Cth) you release us from any liability for loss (despite any breach of Subdivision B of Part 3-2 of the Australian Consumer Law in regards to any Recreational Services (as defined in section 139A of the *Competition and Consumer Act 2010* (Cth)) supplied to you) due to:-

- a) your death;
- b) you suffering any physical or mental injury (including aggravation, acceleration or recurrence of any such injury);
- c) your contraction, aggravation or acceleration of a disease;
- d) the coming into existence, aggravation, acceleration, or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs that is or may be harmful or disadvantageous to you or the community or that may result in harm or disadvantage to you or the community,

suffered due to or as a consequence of the Recreational Services supplied by us unless you have suffered significant personal injury caused by our reckless conduct.

Acceptance of Terms

Your Name:

Your Address:

Your Phone Number:

Your Date of Birth:

Date:

I agree to these terms and conditions:-

Your signature

Guardian of Children or Incapable Person

14) You warrant that you will not cause any 3rd party to be supplied our services unless you have notified us of the 3rd party and you indemnify us from any loss suffered due to a breach of this warranty.

15) In the event that you are entering into these terms and conditions on behalf of an incapable person (as defined in the *Civil Liability Act 2002* (Cth)) of which you have control or as parent or guardian of an incapable person, then:-

- a) you must supply all the below requested particulars of the 3rd party;
- b) by executing these terms and conditions, such 3rd parties are bound to these terms and conditions and supply the releases provided by these terms and conditions; and
- c) you indemnify us from any liability for loss (despite any breach of Subdivision B of Part 3-2 of the Australian Consumer Law in regards to any Recreational Services (as defined in section 139A of the Competition and Consumer Act 2010 (Cth)) supplied to the 3rd party) due to:-
 - i) their death;
 - ii) them suffering any physical or mental injury (including aggravation, acceleration or recurrence of any such injury);
 - iii) them contracting, aggravating or suffering acceleration of a disease;
 - iv) the coming into existence, aggravation, acceleration, or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs that is or may be harmful or disadvantageous to them or the community or that may result in harm or disadvantage to them or the community,

suffered due to or as a consequence of the Recreational Services supplied by us unless they have suffered significant personal injury caused by our reckless conduct.

Incapable Person 1 name:

Incapable Person 1 date of birth:
Incapable Person Disability (if relevant):
Relationship to Incapable Person 1:
Incapable Person 1 Address:

Privacy Policy

16) We respect your right to privacy and are committed to safeguarding the privacy of our customers and website visitors. This policy sets out how we collect and treat your personal information which is information we hold which is identifiable as being about you.

Collection of personal information

17) We will, from time to time, receive and store personal information you enter onto our website, provided to us directly or given to us in other forms. You may provide basic information such as your name, phone number, address and email address to enable us to send information, provide updates and supply you with services. We may collect additional information at other times, including but not limited to, when you provide feedback, when you provide information about your personal or business affairs, change your content or email preference, respond to surveys and/or promotions, provide financial or credit card information, or communicate with our customer support.

18) Through our website, you may provide to another entity (including another website or interface) credit card, financial and other personal information for the purpose of purchasing or subscribing to our products and services. We do not control the use of such personal information and you should review the privacy policy of such 3rd party entity. Any personal information we receive from such 3rd party entity will be managed in accordance with our privacy policy.

How we collect your personal information

19) We collect personal information from you in a variety of ways, including when you interact with us electronically or in person, when you access our website and when we provide our services to you. We may receive personal information from third parties. If we do, we will protect it as set out in this Privacy Policy.

Use of your personal information

20) We may use personal information collected from you to provide you with information, updates and our services. We may also make you aware of new and additional products, services and opportunities available to you. We may use your personal information to improve our products and services and better understand your needs.

Disclosure of your personal information

21) We may:-

- a) disclose your personal information to any of our employees, officers, insurers, professional advisers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes set out in this Policy. Personal information is only supplied to a third party when it is required for the delivery of our services;
- b) from time to time need to disclose personal information to comply with a legal requirement, such as a law, regulation, court order, subpoena, warrant, in the course of a legal proceeding or in response to a law enforcement agency request; and
- c) also use your personal information to protect our copyright, trademarks and legal rights.

- 22) Information that we collect may from time to time be stored, processed in or transferred between parties located in countries outside of Australia.
- 23) If there is a change of control in our business or a sale or transfer of business assets, we reserve the right to transfer to the extent permissible at law our user databases, together with any personal information and non-personal information contained in those databases. This information may be disclosed to a potential purchaser under an agreement to maintain confidentiality. We would seek to only disclose information in good faith and where required by any of the above circumstances.
- 24) By providing us with personal information, you consent to the terms of this Privacy Policy and the types of disclosure covered by this Policy. Where we disclose your personal information to third parties, we will request that the third party follow this Policy regarding handling your personal information.

Security of your personal information

- 25) We are committed to ensuring that the information you provide to us is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure information and protect it from misuse, interference, loss and unauthorised access, modification and disclosure.
- 26) The transmission and exchange of information is carried out at your own risk. We cannot guarantee the security of any information that you transmit to us, or receive from us. Although we take measures to safeguard against unauthorised disclosures of information, we cannot assure you that personal information that we collect will not be disclosed in a manner that is inconsistent with this Privacy Policy.

Access to your personal information

- 27) You may request details of personal information that we hold about you in accordance with the provisions of the Privacy Act 1988 (Cth). A small administrative fee may be payable for the provision of information. If you would like a copy of the information which we hold about you or believe that any information we hold on you is inaccurate, out of date, incomplete, irrelevant or misleading, please email us at bouncephysiotherapy@bigpond.com.
- 28) We reserve the right to refuse to provide you with information that we hold about you, in certain circumstances set out in the Privacy Act.

Complaints about privacy

- 29) If you have any complaints about our privacy practices, please feel free to send in details of your complaints to bouncephysiotherapy@bigpond.com.

Changes to Privacy Policy

- 30) Please be aware that we may change this Privacy Policy in the future. We may modify this Policy at any time, in our sole discretion and all modifications will be effective immediately upon our posting of the modifications on our website or notice board. Please check back from time to time to review our Privacy Policy.

Website

- 31) When you come to our website we may collect certain information such as browser type, operating system, website visited immediately before coming to our site, etc. This information is used in an aggregated manner to analyse how people use our site, such that we can improve our service.
- 32) We may from time to time use cookies on our website. Cookies are very small files which a website uses to identify you when you come back to the site and to store details about your use of the site. Cookies are not malicious programs that access or damage your computer. Most web browsers automatically accept cookies but you can choose to reject cookies by changing your browser settings. However, this may prevent you from taking full advantage of our website.
- 33) Our website may from time to time use cookies to analyses website traffic and help us provide a better website visitor experience. In addition, cookies may be used to serve relevant ads to website visitors through third party services such as Google Adwords. These ads may appear on this website or other websites you.
- 34) Our site may from time to time have links to other websites not owned or controlled by us. These links are meant for your convenience only. Links to third party websites do not constitute sponsorship or endorsement or approval of these websites. Please be aware that we are not responsible for the privacy practises of other such websites. We encourage our users to be aware, when they leave our website, to read the privacy statements of each and every website that collects personal identifiable information.