

Terms and conditions of use

1. Introduction

- 1.1 These terms and conditions (together with our [privacy notices](#) and [cookie policy](#) shall govern your use of our website. If you have purchased e-Workouts through the Mind Gym Store then the [e-Workout Terms](#) will also apply. References in these terms and conditions to “website” will also include the Mind Gym Store and our Learning Management System (from where you will access the e-Workouts) where applicable and the context permits.
- 1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.3 If you register with our website, submit any material to our website or use any of our website services, we will ask you to expressly agree to these terms and conditions.
- 1.4 Before you purchase any eWorkout through the Mind Gym Store, we will ask you to expressly agree to these terms and conditions.
- 1.5 You must be at least 18 years of age to use our website; by using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.

2. Copyright notice

- 2.1 Copyright (c) 2020 Mind Gym plc.
- 2.2 Subject to the express provisions of these terms and conditions:
 - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
 - (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

3. Permission to use website

- 3.1 You may:
 - (a) view pages from our website in a web browser;
 - (b) download pages from our website for caching in a web browser;
 - (c) print pages from our website for your own personal non-commercial use, providing that such printing is not systematic or excessive;
 - (d) stream audio and video files from our website using the media player on our website;
 - (e) download documents and other files from our website that are specified on the website as downloadable, store and view them on your computer, and print copies of them, in each case for your own personal use, and providing that such printing is not systematic or excessive; and
 - (f) use our website services by means of a web browser,subject to the other provisions of these terms and conditions.
- 3.2 Except as expressly permitted by Section 3.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.
- 3.3 You may only use our website for your own personal non-commercial use; you must not use our website for any other purposes.

- 3.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.
- 3.5 Unless you own or control the relevant rights in the material, you must not:
- (a) republish material from our website (including republication on another website);
 - (b) sell, rent or sub-license material from our website;
 - (c) show any material from our website in public;
 - (d) exploit material from our website for a commercial purpose; or
 - (e) redistribute material from our website.
- 3.6 Notwithstanding Section 3.5, you may redistribute our newsletter in print and electronic form to any person for their personal non-commercial use.
- 3.7 We reserve the right to suspend or restrict access to our website, to areas of our website and/or to functionality upon our website. We may, for example, suspend access to the website during server maintenance or when we update the website. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the website.

4. Misuse of website

- 4.1 You must not:
- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability, accessibility, integrity or security of the website;
 - (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - (c) hack or otherwise tamper with our website;
 - (d) probe, scan or test the vulnerability of our website without our permission;
 - (e) circumvent any authentication or security systems or processes on or relating to our website;
 - (f) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
 - (g) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
 - (h) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;
 - (i) use our website except by means of our public interfaces;
 - (j) violate the directives set out in the robots.txt file for our website;
 - (k) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing); or
 - (l) do anything that interferes with the normal use of our website.
- 4.2 You must not use data collected from our website to contact individuals, companies or other persons or entities.

4.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

5. Use on behalf of organisation

5.1 If you use our website or expressly agree to these terms and conditions in the course of a business or other organisational project, then by so doing you bind both:

(a) yourself; and

(b) the person, company or other legal entity that operates that business or organisational project,

to these terms and conditions, and in these circumstances references to "you" in these terms and conditions are to both the individual user and the relevant person, company or legal entity, unless the context requires otherwise.

6. e-Workout purchases

6.1 The advertising of courses and training materials ("e-Workouts") in the Mind Gym Store constitutes an "invitation to treat" rather than a contractual offer.

6.2 It is possible that prices in the Mind Gym Store may be incorrectly quoted; accordingly, we will verify prices as part of our sale procedures so that the correct price will be notified to you before the contract comes into force.

6.3 Save to the extent expressly provided otherwise, these terms and conditions only govern the purchase of our e-Workouts. The licensing and permitted use of those e-Workouts, will be subject to our [e-Workout terms](#), and you will be asked agree to the terms of that document when you first register for the Learning Management System ("LMS").

6.4 To make a purchase of an e-Workout, you must first pay the applicable fees. Please note that the payment process is handled on our behalf by a third party payment services provider – we do not have access to any of your payment card details. Please see our [privacy policy](#) for further details on this. Once you have paid, we will send you an order confirmation, at which point the contract between us for the supply of the e-Workout shall come into force. You will then be re-directed to our LMS where you will be asked to register for an LMS account (or if you have one already, login, and then you will be able to access your e-Workout).

6.5 You will have the opportunity to identify and correct input errors prior to making your order by checking your basket before confirming your purchase.

6.6 For so long as your LMS account remains active in accordance with these terms and conditions and the e-Workout terms, and subject to the other provisions of these terms and conditions, you will have access to the eWorkouts for 12 months from the date of purchase. At the end of that period your access to the e-Workout will be automatically cancelled, unless you re-purchase that e-Workout.

7. Fees

7.1 The fees in respect of our e-Workout will be as set out on the Mind Gym Store from time to time.

7.2 All amounts stated on the Mind Gym Store are stated exclusive of VAT or other applicable sales tax.

7.3 You must pay to us the fees in respect of the e-Workouts in advance, in cleared funds, in accordance with any instructions on the Mind Gym Store.

7.4 We may vary fees from time to time by posting new fees on the Mind Gym Store, but this will not affect fees for e-Workouts that have been previously paid.

7.5 If you dispute any payment made to us, you must contact us immediately and provide full details of your claim by contacting us at helpcenter@themindgym.com.

- 7.6 If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 7 days following the date of our written request:
- (a) an amount equal to the amount of the charge-back;
 - (b) all third party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer);
 - (c) an administration fee of GBP 25.00 including VAT or USD\$25.00 including sales tax; and
 - (d) all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this Section 5.6 (including without limitation legal fees and debt collection fees),

and for the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back for the purposes of this Section 7.6.

- 7.7 If you owe us any amount under or relating to these terms and conditions, we may suspend or withdraw the provision of services to you.
- 7.8 We may at any time set off any amount that you owe to us against any amount that we owe to you, by sending you written notice of the set-off.

8. Distance contracts: cancellation right

8.1 This Section 8 applies if and only if you offer to contract with us, or contract with us, as a consumer in the United Kingdom- that is, as an individual acting wholly or mainly outside your trade, business, craft or profession.

8.2 You may cancel a contract entered into with us through our website, at any time within the period:

- (a) beginning upon the day on which the contract is entered into; and
- (b) ending at the end of 14 days after the day on which the contract is entered into,

subject to Section 8.3. You do not have to give any reason for your withdrawal or cancellation.

8.3 You agree that we may begin the provision of the eWorkout before the expiry of the period referred to in Section 8.2, and you acknowledge that, if you commence the eWorkout before the end of that period, then you will lose the right to cancel referred to in Section 8.2.

8.4 In order to cancel a contract on the basis described in this Section 8, you must inform us of your decision to cancel. You may inform us by means of any clear statement setting out the decision. In the case of cancellation, you may inform us at helpcenter@themindgym.com. To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.

8.5 If you cancel a contract, on the basis described in this Section 8, you will receive a full refund of any amount you paid to us in respect of the contract.

8.6 We will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.

8.7 We will process the refund due to you as a result of a cancellation on the basis described in this Section 6 without undue delay and, in any case, within the period of 14 days after the day on which we are informed of the cancellation.

9. Report abuse

9.1 If you learn of any unlawful material or activity on our website, or any material or activity that breaches these terms and conditions, please let us know.

9.2 You can let us know about any such material or activity by email at helpcenter@themindgym.com.

10. Limited warranties

11.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date;
- (c) that the website will operate without fault; or
- (d) that the website or any service on the website will remain available.

11.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

11.3 To the maximum extent permitted by applicable law and subject to Section 12.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

12. Limitations and exclusions of liability

12.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law,

and, if you are a consumer, your statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.

12.2 The limitations and exclusions of liability set out in this Section 8 and elsewhere in these terms and conditions:

- (a) are subject to Section 12.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

12.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

12.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

12.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

12.6 We will not be liable to you in respect of any loss or corruption of any data, database or software, providing that if you contract with us under these terms and conditions as a consumer, this Section 12.6 shall not apply.

- 12.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage, providing that if you contract with us under these terms and conditions as a consumer, this Section 12.7 shall not apply.
- 12.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

13. Indemnity

- 131 You hereby indemnify us, and undertake to keep us indemnified, against any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly out of your use of our website or any breach by you of any provision of these terms and conditions.

14. Breaches of these terms and conditions

- 14.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
- (a) send you one or more formal warnings;
 - (b) temporarily suspend your access to our website;
 - (c) permanently prohibit you from accessing our website;
 - (d) block computers using your IP address from accessing our website;
 - (e) contact any or all of your internet service providers and request that they block your access to our website; and/or
 - (f) commence legal action against you, whether for breach of contract or otherwise.

- 14.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

15. Third party websites

- 15.1 Our website includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.
- 15.2 We have no control over third party websites and their contents, and subject to Section 12.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

16. Trade marks

- 16.1 Mind Gym our logos and our other registered and unregistered trade marks are trade marks belonging to us; we give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.
- 16.2 The third party registered and unregistered trade marks or service marks on our website are the property of their respective owners and, unless stated otherwise in these terms and conditions, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

17. Variation

- 17.1 We may revise these terms and conditions from time to time.
- 17.2 The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

18. Assignment

- 18.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions - providing, if you are a consumer, that such action does not serve to reduce the guarantees benefiting you under these terms and conditions.
- 18.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

19. Severability

- 19.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 19.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

20. Third party rights

- 20.1 A contract under these terms and conditions is for our benefit and your benefit and is not intended to benefit or be enforceable by any third party.
- 20.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

21. Entire agreement

- 21.1 Subject to Section 12.1, these terms and conditions, together with our privacy notices and cookies policy, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

22. Law and jurisdiction

- 23.1 These terms and conditions shall be governed by and construed in accordance with English law.
- 23.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

23. Statutory and regulatory disclosures

- 23.1 We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.
- 23.2 These terms and conditions are available in the English language only.
- 23.3 Our VAT number is 756425612.

24. Our details

- 24.1 This website is owned and operated by Mind Gym plc.
- 24.2 We are registered in England and Wales under registration number 03833448, and our registered office is at 160 Kensington High Street, London, W8 7RG.

24.3 Our principal place of business is at 160 Kensington High Street, London, W8 7RG.

24.4 You can contact us:

- (a) using our website contact form;
- (b) by telephone, on the contact number published on our website; or
- (c) by email, using the email address marketing@themindgym.com