

By purchasing my services, you accept that the Terms and Conditions set out hereunder represent a legally binding contract between yourself and Level Up Training & Sports Nutrition Limited.

1. Physical exercise can be strenuous and subject to risk of serious injury. Accordingly, Level Up Training & Sports Nutrition Limited recommends that you obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You agree that by participating in physical exercise or training activities, you do so **entirely at your own risk**. Any enhancement products are entirely your responsibility and you should consult a physician or other expert practitioner as the case may be prior to undergoing any dietary or food supplement programme or changes. You further hereby agree that you are participating in these activities of your own volition and initiative and that by using the advice of Level Up Training & Sports Nutrition Limited, you hereby acknowledge and **assume all risks** of injury, illness, or death.

2. You acknowledge that you have carefully read these terms and conditions and fully understand that they include and incorporate a comprehensive and binding **release of liability by you in respect of Level Up Training & Sports Nutrition Limited**. Under the terms herein, you expressly agree to release and discharge the said trainer(s) and/or instructor(s) (and/or employees, directors or officers of Level Up Training & Sports Nutrition Limited) from any and all claims or causes of action and you agree to give up, release or waive any right that you may otherwise have to bring any such legal action against Level Up Training & Sports Nutrition Limited for personal injury or property loss or damage.

3. For the avoidance of doubt, to the extent lawfully permitted, the release and waiver set out in clause 2 above includes any action under the tort of negligence (whether such negligence is founded in statute, common law or otherwise).

4. If any portion of this release from and waiver of liability shall be deemed by a Court of competent jurisdiction to be invalid, then you agree that the clauses and provisions of these terms and conditions and this contract are severable where permitted and that the remainder of this release from and waiver of liability shall remain in full force and effect and the offending provision or provisions shall be severed here from accordingly.

5. Results from my online personal training and nutritional advice will vary and I cannot guarantee an exact or specific outcome.

6. Subject always to the provisions of clause 7, once the first package and any deposit for online coaching has been paid for, you agree that such payment is non-refundable.

7. Level Up Training & Sports Nutrition Limited's 30-day money-back guarantee is **commitment dependent**. If you have followed all training, nutrition and supplement advice, as well as checking in with a full update every week in the first 30 days and not progressed **at all**, Level Up Training & Sports Nutrition Limited will refund your first payment.

8. It is your responsibility to send your weekly check-in and maintain contact with me. If I do not hear or receive check-ins from you, I'm not obliged to follow up with or chase you.

9. Data Processing

Definitions :-

Data Protection Legislation: the General Data Protection Regulation 2018 (“GDPR”) as amended or updated from time to time, or any successor legislation.

Personal Data: any information relating to an identified or identifiable natural person (a “**data subject**”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

For the purposes of the Data Protection Legislation, the customer is the data controller and Level Up Training & Sports Nutrition Limited is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation).

Level Up Training & Sports Nutrition Limited shall, in relation to any Personal Data processed in connection with the performance by me of my obligations:-

- (a) process that Personal Data only on the written instructions of the Customer;
- (b) ensure that it has in place appropriate technical and organisational measures (that can be reviewed and approved by the Customer at the Customer’s request), to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that only those individuals that need to access or process Personal Data will have access to and/or process Personal Data and those individuals are and will continue to be obliged to keep the Personal Data strictly confidential in compliance with the Data Protection Legislation;
- (d) assist the Customer, at the Customer’s request and reasonable cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (e) notify the Customer and the Information Commissioner’s Office (“ICO”) without undue delay (and in any event in compliance with the required timescales set out in the Data Protection Legislation) on becoming aware of a Personal Data breach; and
- (f) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by the Data Protection Legislation to store the Personal Data.

You hereby consent to Level Up Training & Sports Nutrition Limited appointing Stripe as a third-party processor of Personal Data under this agreement. Level Up Training & Sports Nutrition Limited confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business, but in any event, that such terms will ensure compliance by the third party with the Data Protection Legislation.

12. Level Up Training & Sports Nutrition Limited reserves the right to use any “before and after” images within promotional materials, both web-based and offline and, accordingly, you hereby consent to such usage.

13. Upon signing up to our online coaching services at Level Up Training & Sports Nutrition Limited you'll be also placed onto our mailing list in order to keep you notified of any company changes, events and new content information. You have the right to opt out at any time to this list.

14. The information and advice provided by Level Up Training & Sports Nutrition Limited is not that of a medical professional and anybody wishing to follow the advice/programme is required to seek the advice of a qualified medical professional before doing so.

15. These terms and conditions are deemed to be accepted and agreed by you upon purchasing Level Up Training & Sports Nutrition Limited services via its website, without signature unless otherwise agreed upon in writing by both parties.

16. These Terms and Conditions and the relationship between you and Level Up Training & Sports Nutrition Limited (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England. Any dispute, controversy, proceedings or claim between you and Level Up Training & Sports Nutrition Limited relating to these Terms and Conditions or the relationship between you and Level Up Training & Sports Nutrition Limited (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England.

