

# Online Subscriptions Terms and Conditions

## 1. Definitions

- “Online Subscriptions” means our at-home pilates workouts delivered online via our Website;
- “Website” means pilatesemporium.com.au; and
- “You” means any participant in our Online Subscriptions.

## 2. Online Subscriptions

- By viewing, accessing, using or participating in our Online Subscriptions, you agree to be bound by these terms and conditions and our Pilates Emporium Privacy Policy.
- As with any form of exercise, participation in our Online Subscriptions may involve certain risks to your health and safety. By participating in our Online Subscriptions, you warrant that you are not suffering from any injury, illness or condition that may prevent you from safely participating in our Online Subscriptions.
- These exercises are intended for previous or existing Pilates Emporium clients who understand the basic principles of Pilates and movements.
- By participating in our Online Subscriptions, you warrant that you are at least 18 years old or have your parent/guardian’s permission and supervision to participate in the Online Subscriptions.

## 3. Pregnancy

- If you are pregnant or have recently given birth, please seek medical advice before participating in our Online Subscriptions workouts. Our Online Subscriptions workouts, whether part or all of the workouts, may not be suitable for pregnant or post-natal women.

## 4. Your Obligations

- Online Subscriptions workouts are conducted at your own risk. It is your responsibility to create a safe and clear environment and only participate in Online Subscriptions workouts if you are fit and able to do so.
- You agree to comply with all directions and guidelines that are given to you through the Online Subscriptions workouts with respect to proper and safe participation.
- If you experience any faintness, shortness of breath, pain or dizziness, you must immediately stop all physical activity and seek medical advice before participating in Online Subscriptions again.

## 5. **Limitation of Liability**

- Pilates Emporium accepts no responsibility for any injuries or damage that may occur to yourself and/or equipment used at home.
- You, your heirs, assigns or legal representatives fully release Pilates Emporium (and its associated entities, members, employees and contractors) from any claim, loss, damage or expense of any kind including in relation to personal injury, property damage/loss, or wrongful death, occurring during the Online Subscriptions workouts, whether caused by negligence or otherwise.
- Any liability in connection with the Online Subscriptions under any statutory right (including any condition or warranty implied by law or any guarantee or other right under any statute) that cannot be excluded is limited to the resupply of the Online Subscriptions or the payment of the reasonable cost of same.
- You agree to indemnify and hold us harmless from all liabilities, claims, and expenses, including legal fees, that arise from your use or misuse of the Website or your breach of these terms and conditions.

## 6. **Intellectual Property**

- All Online Subscriptions, content, photographs, videos and any other materials on the Website, or ("Pilates Emporium Materials") remain the property of Pilates Emporium.
- All copyright, trademarks, design rights, patents and other intellectual property rights (whether registered or unregistered) in the Pilates Emporium Materials belong to us.
- You must not reproduce, copy, share, sell, or deal with any of our Pilates Emporium Materials without our express written permission.

## 7. **General**

- Our instructors do not hold medical or dietary qualifications and therefore are not providing medical advice.
- We may, in our absolute discretion, change these terms and conditions from time to time without notice to you.
- If any part of any of these terms and conditions is void, then the part that is void may be severed.
- These Terms and Conditions, your use of this website and Services and any dispute arising out of these are governed by the laws of Queensland, Australia.