

Terms and Conditions of Sale

Effective Date: 01.01.2024

Welcome to www.thisfitmum.com (the "Website"), operated by ThisFitCrew Ltd (referred to as "we," "our," or "us"). By purchasing any digital products (e.g., ebooks, workout guides, training programs) or online coaching services through this Website, you agree to be bound by these Terms and Conditions of Sale. If you do not agree, please refrain from purchasing any products or services.

1. Introduction

These Terms and Conditions govern the sale of digital products and online coaching services on the Website and form a legal agreement between you and ThisFitCrew Ltd. By making a purchase, you accept and agree to these terms.

2. Eligibility

You must be **18 years of age** or older to purchase products or services from this Website. By placing an order, you confirm that you meet this requirement.

3. Digital Product Delivery

Upon successful payment, you will receive access to the purchased digital product via email, download link and an account dashboard on the Website. Please ensure your email address is correct when placing the order.

The download link provided will **expire after a specified period**. It is your responsibility to download and save the digital product within this timeframe. We are **not responsible for reissuing download links** once they have expired.

4. Payment and Pricing

- All prices listed on the Website are in [GBP or your currency].
 - Payment must be made in full at the time of purchase for digital products.
 - For online coaching services, refer to Section 4A for payment terms.
 - We reserve the right to modify pricing at any time. However, pricing changes will not affect purchases already completed.
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4A. Online Diet and Fitness Coaching

- All coaching plans are billed on a monthly recurring basis, with payment debited 1 month in advance. For example, if your payment plan begins on the 1st of the month, payments will recur on the 1st of each following month.
 - No fixed-term contract: Each month is paid in advance of the next. To cancel, you must provide 1 months' notice. After cancellation notice is given, you will have access to the plan for the remaining 4 weeks, and no further payments will be collected.
 - If you subscribe to a plan with a set duration (e.g., the 12-week SHRED program), you agree to pay the full term before cancellation is allowed.
 - Failure to meet payment obligations may result in the suspension or termination of coaching access.
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5. Refunds and Cancellations

- As the products sold are digital and downloadable, all sales are final, and no refunds will be issued unless required by applicable law. If you experience technical issues or do not receive your product, please contact us.

Exceptions: Refunds may be considered in cases of accidental duplicate purchases, defective downloads, or if legally mandated.

- For online coaching services, refunds are not provided once a billing period has commenced. Cancellations must follow the notice terms outlined in Section 4A.
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6. Copyright and Intellectual Property

All materials, including but not limited to ebooks, workout guides, training plans, images, and videos, are protected by copyright and other intellectual property rights owned by ThisFitCrew Ltd.

- These materials are for personal use only and may not be copied, shared, distributed, reproduced, or resold without prior written consent.
 - Unauthorised use of any content may result in legal action.
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7. Disclaimer of Warranties

We do not make any promises, warranties, or guarantees regarding the outcome of using our products or services. Digital products and online coaching are provided on an "as-is" basis without warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

8. Limitation of Liability

To the fullest extent permitted by law, ThisFitCrew Ltd shall not be liable for any indirect, incidental, special, or consequential damages arising from the use or inability to use the products or services.

Nothing in these terms shall exclude or limit liability for death or personal injury caused by negligence.

9. Medical Disclaimer

Our products and services provide general health, fitness, and nutritional information and are designed for educational purposes only. They are not a substitute for professional medical advice. Please consult a healthcare professional before starting any fitness or nutritional program.

If you experience any adverse symptoms or conditions while using our products or services, stop immediately and consult a professional.

10. Governing Law

These terms and conditions are governed by the laws of England and Wales. Any disputes shall be resolved in the courts of England and Wales.

11. Changes to These Terms

We reserve the right to update or modify these terms at any time. Changes will be posted on this page, and the effective date will be updated accordingly. It is your responsibility to review the terms periodically.

12. Contact Information

If you have any questions about these Terms and Conditions or your purchase, please contact us at:

- Company: ThisFitCrew Ltd
 - Email: thisfitmum.uk@gmail.com
 - Website: www.thisfitmum.com
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By purchasing any product or service, you confirm that you have read and understood these Terms and Conditions of Sale.

Thank you for choosing ThisFitMum!