

Terms and Conditions of User Agreement

In the following, we would like to introduce our terms and conditions.

1. Scope of application and modifications of the terms and conditions

1.1. The Rainey, Rebecca and Schiek, Martin GbR (hereinafter referred to as “we”, “us” and “our”) owns and operates the website www.pilatesinspiredpractice.com (hereinafter referred to as “Website”) a service in which users (hereinafter “user” or “you”) follow videos as they exercise.

1.2. These general terms and conditions apply for the contractual relationship between us and the user. Any deviating terms and conditions of the user do not become part of the contract, even if we do not expressly object to them.

1.3. Please read these terms and conditions carefully and make sure that you understand them, before using or subscribing to the Website. Please note that by using this Website you have implicitly accepted these terms. If you have any questions don't hesitate to get in contact via email: info@pilatesinspiredpractice.com

1.4. We reserve the right to change the terms and conditions as needed. Members will be notified of any changes four weeks in advance. Your consent is considered given if you do not notify us in written form before the end of the four-week period.

2. Health Disclaimer, Your Responsibilities and Prohibited Practices

2.1. Using this Website and the information provided is at your own risk. You are responsible for your own physical and mental well-being as you practice. You confirm that you are not aware of any reason why you should not be able to use the services provided on the Website.

2.2. We do not offer any medical advice and the information we provide is not a substitute for medical treatment. You should not use any of the content of this Website without first consulting with a doctor. Particular caution should be used if you have a pre-existing medical condition, are taking medication, are pregnant or trying to become pregnant, or are breast-feeding.

2.3. The content and the videos on this Website are to be used without any alcohol, medicine or drug consumption.

2.4. Always warm up before beginning an online class on this Website. This will reduce the potential risk of injury.

2.5. Before beginning an online class make yourself comfortable by wearing appropriate clothing and enough space to move safely.

2.6. Not all exercises and content provided on the Website are intended for every level. Stop exercising immediately if you feel you're beyond your comfort level or experience

any pain. You are expected to break or discontinue when needed. If your symptoms persist, please consult with a doctor.

2.7. Users must be at least 18 years of age. People under 18 years are not allowed to use the content of this Website.

2.8. This website and all the content offered are solely for personal and non-commercial use. The unauthorized use for commercial purposes of any kind will be prosecuted.

2.9. Viewing video material on this Website requires broadband access and a current internet browser that permits the use of cookies. Please make sure you can provide and pay for the devices, software and broadband internet access necessary to use this Website before purchasing a membership.

2.10. Accessing the videos provided on the Website for any purpose or in any manner other than streaming is expressly prohibited.

3. Membership, registration requirements, conclusion of contract and contractual relationships

3.1. You may access some areas on this Website without registering as a member. However, the prerequisite for using the online videos is becoming a member by conclusion of a participation contract based on these general terms and conditions.

3.2. To become a member, you must be legally competent, at least 18 years of age and a natural person.

3.3. To become a member, you must provide complete, truthful and accurate information in the membership form when registering. You agree to update your personal information, including email address, as appropriate. You are also responsible to set and maintain a secure password. We take the protection of your data very seriously. You can find our privacy policy [here](#).

3.4. To become a member, you must read the terms and conditions and indicate your acceptance during the registration process. These terms will become binding on you and us once the contract is established.

3.5. By completing and sending the registration form, you submit an offer to conclude a participation contract. We declare the acceptance and thus conclusion of the contract.

3.6. Membership begins with a confirmation notification via email from us which includes a link to set up your account. Before receiving this confirmation, you will need to both complete the membership form and send payment.

3.7. You will be able to subscribe to our Website by:

- a) paying for a monthly membership
- b) paying for a six-month membership

3.8. We generally accept the following payment methods: bank transfer and PayPal. We reserve the right not to accept certain payment methods for a given order and to refer to other payment methods. All currency references are in Euros.

3.9. Your membership automatically expires on the last day of your subscription and cannot currently be renewed automatically. This expiration date can be found on your invoice.

3.10. Members will receive an email informing them that their subscription is running out with an option to renew. By not responding, your membership automatically expires, and no further action is needed on your part. Renewal payments must be cleared on our account by the last day of your previous subscription or your account will be suspended until the payment has cleared.

3.11. We reserve the right to cancel your membership at any time should you violate any provision of this agreement, or any other posted policy on the Website.

3.12. Memberships are non-transferable. Members may not share, give or sell their user identification or password to any other person or entity. You agree to accept responsibility for all activities that occur under your account.

3.13. If you receive and use a promotional voucher or voucher code, you may only redeem it once. Vouchers are issued as part of promotional campaigns and are only valid for a certain period of time. After this period, you are obliged to pay the full membership fee for further access to all content. Vouchers may not be sold.

4. Liability

4.1. We shall be liable for contractual and other claims of the user on the grounds only for damages of the user which we have caused intentionally or through gross negligence. We shall be liable for claims of injury to life, body or health, which are based on a breach of duty by us.

4.2. We are liable for any claims that have arisen as a result of the breach of an obligation, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the user regularly relies (so-called "Kardinalpflicht"). For these claims the liability is limited to the foreseeable damage typical for the contract.

4.3. In cases other than those mentioned in paragraphs 4.1. and 4.2., liability is excluded irrespective of the legal grounds.

5. Limitation of Liability

5.1. You use the Website and all its content at your sole risk.

5.2. The Website, including all content, functions and materials, is provided as-is and as available.

5.3. Under no circumstances shall we be liable to you or any third-party for any indirect, consequential, incidental, special or punitive damages, including, but not limited to, lost profits and business interruption arising in any way from any service sold or provided on the Website or the use of the information or the results of the use of the information provided on the Website.

5.4. Regarding the content on our Website, we do not assume any warranties beyond the legal regulations. We do not assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, prop, or process disclosed.

5.5. Under no circumstances shall we be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of or inability to use the Website, including but not limited to the results from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission, or any failure of performance, whether or not resulting from acts of God, communications failure, theft, destruction, or unauthorized access to the Website's records, programs, or services.

5.6. Though we make serious efforts to ensure the availability of our services, we cannot guarantee uninterrupted availability for technical reasons such as server backup, maintenance, etc. Accessibility interruptions are possible. Subsequently, we cannot be held liable for damages resulting from temporary unavailability or limited availability. On an annual average, we assume at least 90% availability of our Website. Excluded from this are times when our services are inaccessible due to acts of God, technical malfunctions of the Internet, fault of third parties or other reasons for which we are not responsible.

6. Copyright

6.1. We are the owner of all intellectual property rights on our Website, and in the material published on it.

6.2. You agree that all the information, videos, photography, text, images, graphics, trademarks, trade names, logos and other materials and services (collectively, "content") on this Website are protected by copyright, trademark, database rights and other intellectual property laws under the national laws of Germany and international treaties. All such rights are reserved.

6.3. You agree not to copy, download, reproduce, modify or sell any information and content contained on the Website.

7. Statutory Right of Revocation

Right of revocation

7.1. When you purchase a membership, you have a statutory right of revocation of the contract within 14 days without giving any reasons. The period of revocation is 14 days from when we provide your login information via email.

7.2. In order to withdraw you must send us (Rainey, Rebecca & Schiek, Martin GbR, Lenbachstrasse 4, 10245 Berlin, Email: info@pilatesinspiredpractice.com) a withdraw notification with an unequivocal declaration sent by letter or email containing your name, address, email address, invoice number, invoice date, and date of letter. If you wish, you may use the revocation form below, but there is no requirement to do so.

Consequences of revocation

7.3. If you revoke this contract, we are required to refund all payments we received from you, without undue delay and at least within 14 days from the day on which we received your notice of revocation of this contract.

7.4. Refunds will be processed using the same method of payment which you used for the original transaction, unless expressly agreed otherwise.

7.5. We will not charge you any fees for the refund.

Revocation form

If you wish to revoke the contract, you can copy and fill-in this form below and return it to us: Rainey, Rebecca & Schiek, Martin GbR, Lenbachstrasse 4, 10245 Berlin, Email: info@pilatesinspiredpractice.com

“I hereby revoke the contract for the following membership subscription:

- name of customer:
- address of customer:
- email address:
- invoice number:
- date of invoice:
- date of revocation transmittal: ”

8. Jurisdiction, Final Clause and Miscellaneous Terms

8.1. Pilates Inspired Practice is an offer of the Rainey, Rebecca und Schiek, Martin GbR. The German courts have exclusive jurisdiction over any claim arising from, or related to, using our Website, all provided content, our terms and conditions, or any contract. We preserve the right to commence proceedings against you for any violation of these conditions in your country of residence or any other relevant country.

8.2. Our General Terms and Conditions are available in German and as a service for our users also in English. In the event of a conflict, the German version shall apply.

8.3. Oral or written additional agreements do not apply.

8.4. Should individual provisions of these terms and conditions or of the contract that has been concluded be or become invalid in whole or in part, the remaining provisions of the terms and conditions and contract shall remain valid. The invalid regulation shall be replaced by the legal regulation.

8.5. The European Commission provides a platform for out-of-court online dispute resolution (OS platform), available at www.ec.europa.eu/consumers/odr. You will find our e-mail address to claim a dispute in our Imprint.

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