



## **Terms & Conditions**

### **Section 1: Membership**

#### **Offers and Plans**

1. Our one-week trial offer is only available to brand new clients of lokaal. You can only purchase this introductory offer once. The introductory offer is non-refundable nor transferable and will activate from the date of signing up. This trial automatically rolls into a membership, if you do not wish to continue please email [hello@yourlokaal.com](mailto:hello@yourlokaal.com) to prevent your account being charged the plan's weekly fee. If this email is not received any resulting membership fees are non-refundable.

#### **Weekly Direct Debits**

1. Weekly Direct Debits are valid for 1 week (7 days) and are activated on your your sign up date, automatically renewing every week. Weekly Direct Debits are non-refundable and are not transferable between individuals and cannot be extended.
2. Weekly Direct Debits can be cancelled at any time before next weekly pay cycle via email to [hello@yourlokaal.com](mailto:hello@yourlokaal.com).
3. Payment will be automatically deducted from your nominated credit card each week.
4. If your weekly payment is declined due to your credit card being cancelled or expired, or when there are insufficient funds to cover the membership, your selected weekly plan will automatically be cancelled.
5. In the event of a cancelled membership, if you wish to to continue your membership with a new credit card, you will need to purchase a new plan.

#### **Bookings, Attendance & Payment**

1. Payment must be made upon booking, no exceptions. To book into a 1:1 or physiotherapy session you must either have pre-purchased sessions in your account or pay at the time of booking.
2. Out of consideration for the coach, and other members, please be aware that if you are more than 5 minutes late for a session, the session cannot run over, and you will not receive extra time at the end of the session.
3. If you are injured, pregnant, have recently been pregnant, or have any other medical conditions we may require clearance from your doctor in order for you to participate in lokaal exercise sessions. Please always inform us if any of the above conditions relate to you. Please contact us at [hello@yourlokaal.com](mailto:hello@yourlokaal.com) if you have any questions on the above.

#### **Cancellation Policy**

1. Cancellations/Rescheduling of bookings need to be done more than 12 hours prior to your appointment's start time. We understand that sometimes unforeseeable circumstances may arise, but we have to be strict, fair and consistent with all members, therefore, no exceptions will be made. Late cancellations will incur a lost booking. At lokaal, the number of available bookings are

limited and can fill quickly, this is why our Cancellation Policy exists, which all members must adhere to.

2. 1:1s and physiotherapy sessions are subject to change without notice. lokaal reserves the right to cancel bookings if necessary though we will always endeavour to reschedule before making any cancellations.
3. If you do not cancel or reschedule your booking outside of the 12-hour time frame or you are absent/a no-show from your booking, you will lose your session and you must book another, should you wish.

### **Payment Policy**

Payment must be made upon booking, no exceptions. To book a 1:1 or physiotherapy session you must either have credits in your account or pay at the time of booking.

### **Personal Agreement**

I understand that lokaal's online classes and 1:1 sessions may be physically strenuous and I voluntarily participate in them with full knowledge that there is risk of personal injury, property damage or death. I agree that neither I, my heirs, assigns or legal representatives will sue or make any other claims of any kind whatsoever against lokaal, its staff or its members for any personal injury, property damage/ loss, or wrongful death, whether caused by negligence or otherwise.

By purchasing a paid plan or booking into and attending a 1:1 and/or physiotherapy video session you automatically agree to the above Terms & Conditions.

## **Section 2: lokaal Online Program**

### **Terms & Conditions / Terms of Use**

lokaal's Online Program is designed to provide you with daily, online, equipment-free exercise programs, 1:1 coaching and/or online physiotherapy sessions. Programmed by an experienced personal trainer and physiotherapist, the workouts are suitable for any age, fitness level or ability. We can personalise the programs and provide check-ins, or you can simply go with the flow and hold yourself accountable.

lokaal's online video program is owned by lokaal. These Terms & Conditions / Terms of Use (this "Agreement") apply to all of the products, services and websites offered by lokaal, including the mobile or tablet versions thereof, any lokaal software, and any applications created by lokaal whether available through a social networking site or its subsidiaries or affiliated companies (collectively, the "Service"). Please note that the availability of any lokaal applications on a social networking site, mobile or tablet device, internet, television or other technology platform does not indicate any relationship or affiliation between lokaal and such social networking site, mobile or tablet device, internet, television or other technology platform.

PLEASE READ THIS TERMS OF USE AGREEMENT VERY CAREFULLY BEFORE PARTAKING IN LOKAA'LS ONLINE PROGRAM AND/OR LOKAAL'S SERVICE OFFERINGS.

### **Acceptance of Terms**

This Agreement sets forth legally binding terms for your use of lokaal's Online Program. By using the lokaal Online Program, you agree to be bound by this Agreement, whether you are a "Visitor" (which means that you simply browse the website, without access to content) or you are a "Member" (which means that you have purchased a plan or 1:1 and you are registered as a user). If you do not accept the terms of this Agreement, you should leave the lokaal Online Program and discontinue use of the Service immediately. We may modify this Agreement from time to time, and such modification shall be effective upon its posting on the website. You agree to be bound by any modification to this Agreement when you use the lokaal Online Program after any such modification is posted; it is therefore important that you review this Agreement regularly.

### **General Registration Requirements**

If you wish to make use of the Service, you must read this Agreement and indicate your acceptance during the registration process. In consideration of your use of the Service, you represent that you are of legal age to form a binding contract. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form available on the lokaal membership forms (the "Registration Data") and (b) maintain and promptly update your Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, lokaal reserves the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof) at any time. Use of the Service and of the lokaal Online Program is void where prohibited.

Content on lokaal's Online Program is provided to you "AS IS" for your information and personal use only and may not be copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of lokaal.

lokaal reserves all rights not expressly granted in and to the lokaal Online Program and the Content. You may access the lokaal Online Program and Content as available: for your information and personal use; as intended through the normal functionality of the lokaal Online Program; and for Streaming, ("Streaming" or "Stream" means a contemporaneous digital transmission of an audiovisual work via the Internet from the Service to a user's device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the user).

### **Health Disclaimer**

Physical exercise, in all of its forms and with or without the use of equipment such as weights, bands, mats, or any other equipment that may be suggested by a coach, is a strenuous physical activity. Accordingly, you are urged and advised to seek the advice of a physician before beginning any physical exercise regimen, routine, program or using any suggested equipment, shown in any of the video clips on the lokaal Online Program. lokaal is not a medical organisation. All suggestions and comments relating to the use of equipment, poses, moves and instruction are not required to be performed by you and are carried out at your election while viewing lokaal Online Program videos.

By using the lokaal Online Program you represent that you understand that physical exercise involves strenuous physical movement, and that such activity carries the risk of injury whether physical or mental. You understand that it is your responsibility to judge your physical and mental capabilities for such activities. It is your responsibility to ensure that by participating in classes and activities on the lokaal Online Program, you will not exceed your limits while performing such activity, and you will select the appropriate level of classes for your skills and abilities, as well as for any mental or physical conditions and/or limitations you have. You understand that, from time to time coaches may suggest physical adjustments or the use of equipment and it is your sole responsibility to determine if any such suggested adjustment or equipment is appropriate for your level of ability and physical and mental condition. You expressly waive and release any claim that you may have at any time for injury of any kind against lokaal, or any person or entity involved with lokaal, including without limitation its directors, principals, coaches, independent contractors, employees, agents, contractors, affiliates and representatives.

### **Member Account, Password and Security**

If you subscribe to the lokaal Online Program, you will be required to choose a password and user name, and you may be asked for additional information regarding your account, such as your e-mail address. You are responsible for maintaining the confidentiality of your password and account information and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify lokaal of any unauthorised use of your password or account or any other breach of security, and (b) ensure that you log out from your account at the end of each session. You may never use another Member's account without prior authorisation from lokaal. lokaal will not be liable for any loss or damage arising from your failure to comply with this Agreement.

### **Prohibited Conduct**

You agree not to use the Service to post or otherwise transmit information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content" means the transmission of information, data, text, software, music, sound, photographs, graphics, video, messages, tags or other materials generated by a user) that: is patently offensive and/or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; harasses or advocates harassment of another person; exploits people in a sexual or violent manner; contains nudity, violence, pornography, sexually explicit material or offensive subject matter; provides any telephone numbers, street addresses, last names or email addresses of anyone other than your own;

promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous; violates any intellectual property or other proprietary right of any third party, including Content that promotes an illegal or unauthorised copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture installed copy-protect devices, or providing pirated music or links to pirated music files; involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming"; contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page); furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; solicits passwords or personal identifying information from other users; involves commercial activities and/or sales without lokaal prior written consent, such as contests, sweepstakes, barter, advertising, and/or pyramid schemes; includes a photograph of another person that you have posted without that person's consent or otherwise constitutes an invasion of an individual's privacy or infringement of publicity rights; denigrates, ridicules, or demeans another person; or contains a virus or other harmful component.

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the lokaal Online Program in a manner that sends more request messages to the lokaal servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser.

### **Responsibility for Content**

You, and not lokaal, are entirely responsible for all Content that you post, email, transmit or otherwise make available via the lokaal Online Program and its platforms. lokaal does not control the Content posted by any users and, as such, we do not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that you deem offensive, indecent or objectionable. Under no circumstances will lokaal be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred at any time as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

### **Termination or Suspension of Account**

You agree that lokaal may at any time and for any reason, including a period of account inactivity, terminate your access to lokaal Online Program services, or restrict or suspend your access to all or any part of the Service at any time, for any or no reason, with or without prior notice, and without liability.

### **Preservation/Disclosure**

You acknowledge, consent and agree that lokaal may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process nationally or internationally; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; (e) protect the rights, property or personal safety of lokaal, its users and the public; or (f) pursuant to the terms of the Privacy Policy.

### **Security Components**

You understand that the lokaal website and software embodied within the lokaal Online Program may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by lokaal and/or content providers who provide content to

lokaal. You may not attempt to override, disable, circumvent or otherwise interfere with any such security components and usage rules embedded into lokaal.

### **Proprietary Rights**

All materials on lokaal, including, without limitation, names, logos, trademarks, images, text, columns, graphics, videos, photographs, illustrations, artwork, software and other elements (collectively, "Material") are protected by copyrights, trademarks and/or other intellectual property rights owned and controlled by lokaal or by third parties that have licensed or otherwise provided their material to lokaal. You acknowledge and agree that all Materials on the lokaal Online Program are made available for limited, non-commercial, personal use only.

Except as specifically provided herein or elsewhere on this Online Program, no Material may be copied, reproduced, republished, sold, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose, by any person or entity, without lokaal's prior express written permission. You may not add, delete, distort, or otherwise modify the Material. Any unauthorised attempt to modify any Material, to defeat or circumvent any security features, or to utilise the lokaal Online Program or any part of the Material for any purpose other than its intended purposes is strictly prohibited.

### **Non-commercial Use**

The Service may not be used in connection with any commercial purposes, except as specifically approved by lokaal. Unauthorised framing of or linking to any of the lokaal Online Program is prohibited. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from users' profiles and Content without notice and may result in termination of the lokaal Online Program.

### **Other Sites**

The lokaal Online Program may contain links to other sites owned by third parties (i.e. advertisers, affiliate partners, strategic partners, or others). We are not responsible for examining or evaluating, and we do not warrant the products or offerings of, any of these businesses or individuals, or the accuracy of the content of their websites.

lokaal does not assume any responsibility or liability for the actions, product, and content of any such website. Before you use any third party website, you should review the applicable terms of use and policies. The inclusion of a link in any of the websites does not imply lokaal endorsement of such third party. If you decide to access any such linked websites, you do so at your own risk.

### **International Use**

Due to the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from Australia or the country in which you reside.

### **Infringement Policy**

lokaal reserves the right in its sole discretion to immediately suspend and/or terminate access to the Service or lokaal by any user who is alleged to have infringed on the intellectual property rights of lokaal or of a third party, or otherwise violated any intellectual property laws or regulations. lokaal policy is to investigate any allegations of copyright infringement brought to its attention.

If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want lokaal to delete, edit, or disable the material in question, you must

provide lokaal with all of the following information: (a) a physical or electronic signature of a person authorised to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit lokaal to locate the material; (d) information reasonably sufficient to permit lokaal to contact you, such as an address, telephone number, and if available, an e-mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorised to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to lokaal by e-mail with a return receipt acknowledgement.

### **User Disputes**

You are solely responsible for your interactions with other users. lokaal reserves the right, but has no obligation, to monitor, moderate or mediate disputes between you and other users.

### **Users**

No Sharing. Users of the lokaal Online Program may not share, give or sell their password or username to any other person or entity. Excessive viewings or logins by any users will be construed by lokaal as fraudulent use of the lokaal Online Program. When becoming a user you agree to take all actions possible to protect your username and password from fraudulent use.

### **Fraudulent Use**

Disclaimer of Warranties You agree that your use of the lokaal Online Program shall be at your sole risk. The lokaal Online Program and the materials are provided "as is" and without warranties of any kind, either express or implied. To the fullest extent permitted by law, lokaal Online Program, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the lokaal Online Program and your use thereof. lokaal makes no warranties or representations about the accuracy or completeness of the lokaal Online Program content or the content of any sites linked to this website and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Online Studio, (iii) any unauthorised access to or use of lokaal secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from the lokaal Online Program, (v) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Online Studio by any third party, and/or (vi) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the lokaal Online Program.

lokaal does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the lokaal Online Program or any hyperlinked websites or featured in any banner or other advertising, and lokaal will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

### **Limitation on Liability**

In no event shall lokaal, its officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the lokaal Online Program, (iii) any unauthorised access to or use of lokaal secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from the lokaal Online Program, (v) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the lokaal Online Program by any third party, and/or (vi) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the lokaal Online Program, whether based on warranty, contract, tort, or any other legal theory, and whether or not the lokaal Online Program is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

You specifically acknowledge that lokaal shall not be liable for content posted by users or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

Any reference to a person, entity, product, or service on this lokaal Online Program does not constitute an endorsement or recommendation by lokaal or any of its employees. lokaal is not responsible for any third party content on the lokaal or third party web page accessed from this website, nor does lokaal warrant the accuracy of any information contained in a third party website or its fitness for any particular purpose.

No communication of any kind between you and lokaal or a representative of lokaal shall constitute a waiver of any limitations of liability hereunder or create any additional warranty not expressly stated in the terms of use.

lokaal reserves the right to remove any material posted on the lokaal Online Program and its platforms that it determines in its sole discretion is violative of any law or right of any person, infringes the rights of any person, or is otherwise deemed inappropriate for posting by lokaal.

### **Exclusions and Limitations**

Those who access or use the lokaal Online Program from other jurisdictions do so at their own volition and are responsible for compliance with local law. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, in certain jurisdictions, some of the above limitations of liability may not apply to you; all other provisions of this Agreement remain in full force and effect.

### **Additional Terms**

We may also require you to follow additional rules, guidelines or other conditions in order to participate in certain promotions or activities available through the lokaal Online Program, to obtain certain premium Content through the lokaal Online Program, or for other reasons. These additional terms are part of this Agreement, and you agree to comply with them when you participate in those promotions, or otherwise engage in activities governed by such additional terms.

### **Modification and Discontinuation**

We reserve the right at any time to modify, edit, delete, suspend or discontinue, temporarily or permanently the Service or any of the lokaal Online Program (or any portion thereof) with or without



notice. You agree that we will not be liable to you or to any third party for any such modification, editing, deletion, suspension or discontinuance of the Service or the lokaal Online Program.

### **Assignment**

This Agreement and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by lokaal without restriction.

### **Integration Clause**

This Agreement, together with the Privacy Policy and any other legal notices published by lokaal on the lokaal Online Program, shall constitute the entire agreement between you and lokaal concerning the lokaal Online Program, any 1:1 bookings or physiotherapy bookings, and governs your use of the lokaal Online Program, superseding any prior agreements between you and lokaal with respect to lokaal, the lokaal Online Program and Service.

### **Waiver and Severability of Terms**

The failure of lokaal to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

### **Statute of Limitations**

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the lokaal Online Program, the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

### **Governing Law and Venue**

This Agreement shall be governed by the laws of Australia, without respect to its conflict of laws principles. Any claim or dispute between you and lokaal that arises in whole or in part from the lokaal Online Program shall be decided exclusively by a court of competent jurisdiction located in Australia.

### **Ability to Accept Terms of Service**

You affirm that you are at least eighteen (18) years of age, and are fully able and competent to enter into this Agreement, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.

### **General**

lokaal reserves the right to amend this Agreement at any time and without notice, and it is your responsibility to review this Agreement for any changes. Your use of the lokaal Online Program following any amendment of this Agreement will signify your assent to and acceptance of its revised terms.

If you have any questions or comments regarding this Agreement or the lokaal Online Program, please contact us at [hello@yourlokaal.com](mailto:hello@yourlokaal.com).

## **Section 3: Digital Products**

### **Terms & Conditions**

The purchase of all digital products, ebooks, pdf downloads and online content is subject to the following terms and conditions. All customers are advised to review these terms and conditions carefully before making any purchase.

All digital products, ebooks, pdf downloads, resource material, videos and online content are subject to copyright protection. Each digital product, ebook, pdf download and online content sold is licensed to a single user only. Customers are not allowed to copy, distribute, share and/or transfer the product/s (and/or their associated username/passwords).

All transactions for purchase of intangible products, ebooks, pdf downloads, resource material, videos and online content are made through payment gateways such as PayPal that use SSL encryption. These payment gateways are safe and secure for using all types of credit cards and debit cards in different countries and your details are not stored during this process.

In case you are not redirected back to our website after purchase or you do not receive an email from us with a link to the product of your purchase, you can immediately contact us with your transaction details, including the email ID through which the payment was made. We will revert back to you with your product details and download link as soon as possible.

All purchases for digital downloads made on [www.yourlokaal.com](http://www.yourlokaal.com) are non-refundable or exchangeable. Since the products made available here are intangible, we cannot accept any request for refunds. In the case where a purchase error is made please contact us via [hello@yourlokaal.com](mailto:hello@yourlokaal.com) to discuss a resolution.

By purchasing a plan, booking a 1:1 and/or placing an order with lokaal, you warrant that you are at least 18 years old (or have parents' permission to buy from us) and accept these Terms & Conditions which shall apply to all orders placed or to be placed at lokaal for the sale and supply of any products. None of these Terms & Conditions affect your statutory rights. No other terms or changes to the Terms & Conditions shall be binding unless agreed prior, in writing signed by lokaal.

### **Payments**

All transfers conducted through lokaal are handled and transacted through third party dedicated gateways to guarantee your protection. Card information is not stored and all card information is handled over SSL encryption. Please read the Terms & Conditions for the payment gateway chosen for the transaction as they are responsible for the transactions made.

### **Additional Information**

lokaal reserves the right to amend any information, including but not limited to prices, technical specifications, terms of purchase and product offerings without prior notice.