

TERMS OF SERVICE – TRILAB STUDIO LTD

Please read these terms and conditions of service which together with the Privacy Policy (as amended from time to time) (the “Terms”) govern your use of our website (<https://www.trilab.studio/>) (the “Website”) and any purchases of goods or services provided. By accessing or using the Website or by purchasing goods or services from Us (TriLab Studio Ltd, TriLab, TriLab Studio), you accept and agree to be bound by these Terms. If you do not agree to these Terms then please do not access or use the Website nor purchase goods and services from Us.

These Terms form a legally binding contract between you and TriLab Studio Ltd, a limited company registered in England and Wales under registration number 13509481, with its registered address at 11 Mill Grove, Brighouse, England, HD6 2FA with regard to the use of the Website and the provision of services.

By using the Website and / or the goods or services, you affirm that you are at least 18 years of age. You agree that you are fully able and competent to enter into the Terms and abide and comply with these Terms.

The Website, products, applications and any content forming part of the Website and the goods and services are owned by Us or Our affiliates, subsidiaries, licensors or suppliers.

Subject to these Terms, We hereby grant you a personal, non-exclusive, non-transferable limited scope licence to access the Website, and all content included within the Website. If you breach any of these Terms you may be denied access to the Website and We may terminate or suspend this licence.

Please keep a copy of these Terms for future reference. We may change these Terms for legal, regulatory or security reasons or for any other reason by giving you notice by email or via updates or posting on our Website or by asking you to re-confirm your acceptance of the Terms. Your continued use of our Website will be deemed your acceptance of the amended Terms.

1. YOUR LEGAL OBLIGATIONS AND PROMISES TO US WHEN USING OUR SERVICES

You confirm that:

- you are 18 years old or over
- you have read, understood and agreed to Our Health Commitment Statement, and confirm that all information and details provided by you when creating your Account are true, accurate and up to date;

2. OUR HEALTH COMMITMENT STATEMENT

Your health is your responsibility. TriLab Studio Ltd is dedicated to helping you take every opportunity to enjoy your participation in training at our facility. With this in mind, we have carefully considered what we can reasonably expect of each other.

Our commitment to you

We will respect your personal decisions and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities.

Your commitment to us

You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with your safe participation you should seek advice from a relevant medical professional and follow that advice.

It is the decision of the user, not TriLab Studio Ltd, to determine whether he or she is fit enough to exercise. If the user is in any doubt, the user should seek medical advice. It is up to the user where to seek that medical advice.

If you have a disability, you must follow any reasonable instructions to allow you to train safely.

This Health Commitment Statement is for guidance only. It is not a legally binding agreement between you and us and does not create any obligation which you or we must meet.

3. BOOKING A SESSION

- You can book Sessions via the Website.
- You may cancel a booking at any time up to 24 hours before the relevant Session and receive a refund of your payment, via the same method used to book such Session. If you cancel a booking less than 24 hours before the relevant Session, your Credit used to book the relevant Session will not be returned to your Account (as defined below) (the "Cancellation Policy").

4. CANCELLATION POLICY

- TriLab Studio Ltd may cancel sessions if circumstances arise beyond reasonable control.
- In the event of a cancellation TriLab Studio Ltd will look to reschedule your booked session and if no alternative date can be found we will refund your sessions in full.
- You may cancel a booking at any time up to 24 hours before the relevant Session and receive a refund of your payment, via the same method used to book such Session. If you cancel a booking less than 24 hours before the relevant Session, your Credit used to book the relevant Session will not be returned to your Account.

5. MEDICAL CONDITIONS

- If you have not exercised before or for some time, you should consult your doctor before taking part in TriLab Studio Ltd activities. Please read our Health Commitment Statement for further advice.
- You must provide an emergency contact name/emergency contact number, medical conditions that may affect your participation. You must tell us if you have ever had a seizure or fit. You must be honest with your level of competency and anything else that you think could affect your participation. It is up to you to inform us of any changes in your health.

6. LIABILITY

- In no event shall TriLab Studio Ltd be liable to you, whether for breach of contract, any tortious act or omission (including negligence) or otherwise, under or in connection with the Agreement for any:-
 - Loss or damage;
 - Loss of profit;
 - Loss of reputation;
 - Loss of business, revenue or goodwill;
 - Loss of anticipated savings;
 - Pledges made on your behalf or by you to charity;

7. GENERAL

- These terms shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts.
- If any provision of these terms is invalid or unenforceable, in whole or in part, the validity of the remainder shall not be affected.
- These terms do not create, confer or purport to confer any benefit or right enforceable by any person not party to it.
- You must inform info@trilab.studio of changes in personal contact/address details immediately when they occur if they cannot change them via their personal login page.

8. CHANGES TO TERMS OF SERVICE

- You can review the most current version of the Terms of Service at any time at this page.
- We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

9. CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at info@trilab.studio

USE OF WEBSITE

1. Use of Website

Access to and use of this website shall be subject to the Terms of Use set out below. Bookings made on this website are subject to our Booking Terms and Conditions. TriLab Studio Ltd shall be entitled to amend these Terms of Use at its discretion. You may access and use the website only in accordance with these Terms of Use.

You shall not copy, reproduce, re-distribute, republish, download, post, broadcast, transmit or otherwise use any of the website content other than in accordance with these Terms of Use or with the prior written permission of TriLab Studio Ltd.

You agree to access and use the website only for lawful purposes and in a way that does not infringe, inhibit or restrict the rights of or use of the website by any third party. In particular (and without limitation) you shall not use the website to harass or cause distress or inconvenience to any person whether by way of transmitting obscene or offensive content or disrupting the normal flow of dialogue within the website.

2. General Disclaimer of Liability for Content

Unless otherwise stated, the content of this website is provided in good faith and is for general information and interest only and does not constitute any advice or recommendation. In addition, TriLab Studio Ltd makes no representations and gives no warranties about the accuracy completeness or suitability for any purpose of the information and related graphics published in this website. The information contained in this website may contain technical inaccuracies or typographical errors and TriLab Studio Ltd does not warrant that functions contained in the website's

content will be uninterrupted or error free, or that defects will be corrected, or that the website or the server that makes it available are free of viruses or bugs, or that use of this website will be compatible with any hardware and software which may be used by visitors to the website. All liability of TriLab Studio Ltd howsoever arising for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.

Neither TriLab Studio Ltd nor any of its directors, employees or other representatives will be liable for loss or damage arising out of or in connection with the use of this website. This is a comprehensive limitation of liability that applies to all damages of any kind including (without limitation) compensatory direct indirect or consequential damages loss of data income or profit loss of or damage to property and claims of third parties.

Notwithstanding the foregoing, none of the exclusions and limitations in this clause are intended to limit any rights you may have as a consumer under local law, or other statutory rights which may not be excluded, nor in any way to exclude or limit liability to you for personal injury or death resulting from TriLab Studio Ltd negligence or that of its employees or agents.

3. Intellectual Property

The materials on this website, including the names, images and logos identifying TriLab Studio Ltd, or third parties and their products and services are subject to and protected by the intellectual property rights (including copyright database rights design rights and trade marks) of TriLab Studio Ltd and/or third parties. No permission is given by TriLab Studio Ltd in respect of the use of any such intellectual property rights and unauthorised use of any of them may constitute an infringement of the holder's rights constitute a criminal offence and give rise to a claim for damages.

4. Privacy

TriLab Studio Ltd's Privacy Policy forms part of these Terms of Use.

5. Security

We are committed to ensuring that your information is secure. In order to

prevent unauthorised access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect on line. TriLab Studio Ltd provides secure mechanisms for your booking by using the latest secure server software (SSL) which encrypts all personal information you enter before it is sent to us so that it cannot be read by others as it travels over the Internet. All sensitive transactions with TriLab Studio Ltd are carried out using a secure server.

Credit card purchases are generally protected against fraud whether these are made in the traditional way or over the Internet and consumers using their credit card are generally very well protected. Contact your credit card company to find out what range of rights and protection you may have.

6. Other Websites

This website contains links to enable you to visit other websites of interest easily. However, once you have used these links to leave this website you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such websites and such websites are not governed by these Terms of Use. You should exercise caution and look at the privacy practices and content of the website in question.

7. Cookies

Our website uses cookies to better the users experience while visiting the website. As required by legislation, where applicable our website uses a cookie control system, allowing the user to give explicit permission or to deny the use of /saving of cookies on their computer / device.

What are cookies?

Cookies are small files saved to the user's computer's hard drive that track, save and store information about the user's interactions and usage of the website. This allows the website, through its server to provide the users with a tailored experience within this website.

Users are advised that if they wish to deny the use and saving of cookies from this website on to their computers hard drive they should take necessary steps within their web browsers security settings to block all cookies from this website and its external serving vendors or use the cookie control system if available upon their first visit.

If you disable or refuse cookies, please note that some parts of our website may become inaccessible or not function properly.