**Terms and Conditions**

**TERMS OF USE**

READ THESE TERMS OF USE (THE “TERMS”) CAREFULLY AS THEY GOVERN YOUR USE OF THE WEBSITE AND CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED

 IF YOU HAVE ANY QUESTIONS WITH RESPECT TO THIS AGREEMENT, PLEASE CONTACT US AT: [info@binspireduk.co.uk](mailto:sam@pbsportsperformance.com)

**1. INTRODUCTION**

 This website (the "Website") is operated by B Inspired Ltd.  Access and use of the Website (and its related services) is provided by B INSPIRED LTD to you on the condition that you accept these Terms. By accessing, browsing, registering on, downloading pages from and/or otherwise using this Website, you agree to accept and comply with these Terms. You further agree that this agreement is like any written negotiated agreement signed by you, and you agree to be bound by, and fully comply with, its terms and conditions.

B INSPIRED LTD makes no representation that the information contained on the Website or the products described or offered on the Website are appropriate, available, or legal in any particular jurisdiction. Those who choose to access or otherwise use the Website (by, for example, purchasing products thereon) do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

YOU AGREE THAT YOU WILL NOT ACCESS THE WEBSITE FROM ANY JURISDICTION WHERE THE SERVICES AND PRODUCTS DESCRIBED OR OFFERED ON THE WEBSITE ARE ILLEGAL, AND THAT YOU, AND NOT B INSPIRED LTD ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH THE LAWS OF YOUR JURISDICTION AND ANY OTHER APPLICABLE LAW.

 You agree to use the Website only for lawful purposes, and that you will not use the Website in any manner that interferes with its normal operation or with any other user's use and enjoyment of the Website. You further agree that you will not access the Website by any means except through the interface provided by B INSPIRED LTD for access to the Website. Creating or maintaining any link from another website to any page on the Website without the prior written authorization of B INSPIRED LTD is prohibited. Any permitted links to the Website must comply with all applicable laws, rules and regulations.

 YOU MUST BE AT LEAST THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE TO USE THIS WEBSITE, AND FULLY ABLE AND COMPETENT TO ENTER INTO THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT.

You understand that there are risks of injury associated with participating in any exercise, program or sports activity.  In no event shall B INSPIRED LTD be held liable for any injury or damage to your health in connection with any content provided on or through the Website.

If you do not comply with these Terms at any time, we reserve the right to cancel or terminate your access to the Website (or any part thereof) and/or your user account, if any. In our sole discretion and without prior notice or liability to you or any third party, we may suspend, discontinue, modify or alter any aspect of the Website including, but not limited to: (i) restricting the time the Website is available; (ii) restricting the amount of use permitted; (iii) restricting or terminating any user's ability to use the Website; and (iv) adding, deleting, removing, modifying, disabling, suspending or restricting some or all of the pages features, information, content, applications or services on the Website. You agree that any termination, limitation, restriction, or cancellation of your access to, or use of, the Website may be effected without prior notice.

 You further agree that your only right with respect to any dissatisfaction with any modification or discontinuation of or to the Website, or any policies or practices by B INSPIRED LTD in providing the Website, including without limitation any change in content, is to cease using the Website and cancel or terminate your subscription, membership, or registered user account, as applicable.

**2. YOUR USER ACCOUNT**

 In order to make a purchase on the Website, you will be required to establish a user account (a "User Account"). To do so, you will need to provide us with certain information ("Account Information"). You agree that the Account Information you provide is true, accurate, current and complete. If any of your Account Information changes, you must update it by using the appropriate update mechanism on the Website, if available. Otherwise, you agree to contact our Privacy Officer as described in our Privacy Policy. If you provide any information that is false, inaccurate, outdated or incomplete, or B INSPIRED LTD has reasonable grounds to suspect that such information is false, inaccurate, outdated or incomplete, B INSPIRED LTD, in its sole discretion, has the right to suspend or terminate your User Account and prohibit any and all current or future use of the Website (or any portion thereof) by you.

You are solely responsible for all usage or activity on your User Account including, but not limited to, use of your User Account by any person who uses your Account Information, with or without authorization, or who has access to any computer on which your account resides or is accessible. You are solely responsible for maintaining the confidentiality of your password and your User Account.  You may not sub-license, transfer, sell or assign your User Account, your Account Information and/or this Agreement to any third party without B INSPIRED LTD’s written approval. Any attempt to do so will be null and void and shall be considered a material breach of this Agreement. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your Account Information), you must promptly change the affected Account Information by using the appropriate update mechanism on the Website, if available, and immediately notify our Privacy Officer as described in our [Privacy Policy.](http://binspireduk.co.uk/using-the-framework-4/) B INSPIRED LTD will not be held liable for any loss that you may incur as a result of someone else using your User Account or password, either with or without your knowledge.  However, you may be held liable by B INSPIRED LTD or another party due to someone else using your User Account or password.

**3. PRIVACY POLICY**

Use of the Website is subject to the terms of our Privacy Policy (“Privacy Policy”), which is hereby incorporated into and made part of this Agreement. By using the Website, you agree to be bound by the terms of our [Privacy Policy.](http://binspireduk.co.uk/using-the-framework-4/)

**4. AMENDMENTS TO THE WEBSITE**

 Although B INSPIRED LTD does not constantly monitor the Website, it nevertheless expressly reserves the right, but undertakes no duty, to review, edit, move or delete any material provided for display or placed on the Website, in its sole discretion, without notice. This includes, but is not limited to, the right to correct pricing or typographical errors that may occur on the Website.

**5. AMENDMENTS TO THIS AGREEMENT**

From time to time, B INSPIRED LTD may amend these Terms. An example of such an amendment is the inclusion of additional terms of usage that apply to either specific parts of the Website or the Website in its entirety. Continued access of the Website by you will constitute your acceptance of any changes or revisions made to this agreement.

**6. INTELLECTUAL PROPERTY**

All Website design, text, graphics, sound, software and other content, and the selection and arrangement thereof, are the property of B INSPIRED LTD or its licensors, and are protected by local, national and international copyright, trademark and other intellectual property laws. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material, including code and software, from the Website. You may download material from the Website and may use the Website for your personal use only, provided you keep intact all copyright and other proprietary notices.

**7. SUBMISSIONS AND COMMUNICATIONS**

You agree that you will not upload or transmit any remarks, suggestions, messages (including without limitation to other Users), ideas, concepts, know-how, photographs, graphics, information, data, text, files, links, software, or other materials ("Content") that:

|  |  |
| --- | --- |
| (i) | infringe any patent, trademark, trade secret, copyright or other proprietary rights of any party; |
| (ii) | are patently offensive or promote racism, bigotry, hatred or physical harm of any kind against any group or individual; |
| (iii) | harass or advocate harassment of another person; |
| (iv) | exploit people in a sexual or violent manner; |
| (v) | contain nudity, violence, or offensive subject matter or contain a link to an adult website; |
| (vi) | solicit any personal information from anyone under 18; |
| (vii) | provide any telephone numbers, street addresses, last names, URLs or email addresses to anyone; |
| (viii) | promote information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous; |
| (ix) | promote any illegal or unauthorized copy of another person's copyrighted work; |
| (x) | involve the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming"; |
| (xi) | contain restricted or password only access pages or hidden pages or images; |
| (xii) | further or promote any criminal activity or enterprise or provide instructional information about illegal activities; |
| (xiii) | solicit passwords or personally identifiable information for commercial or unlawful purposes from other Users; |
| (xiv) | involve commercial activities and/or sales without B INSPIRED LTD’s prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; and |
| (xv) | include a photograph of another person that you have posted without that person's consent. |

 If you submit any Content to B INSPIRED LTD or the Website, you automatically grant (or warrant that the owner of the Content grants) to B INSPIRED LTD and its successors, assigns and licensees a perpetual, royalty-free, paid-up, irrevocable, unrestricted, non-exclusive, world-wide, assignable and sub-licensable, right and license to:

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| (i) | use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any Content (in whole or part) for any purpose whatsoever, commercial or otherwise, anywhere in the world  and/or to incorporate all or any portion of the Content in any works in any form, media, or technology now known or later developed for the full term of any patent, trademark, trade secret, copyright or other proprietary rights of any party that may exist in such Content, and |
| (ii) | use the Content, including without limitation, the right and license to make, use, sell, offer for sale, and import any products and/or services which practice or embody, or are configured for use in practicing, all or any portion of the Content and the right to practice. |
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Under no circumstances will B INSPIRED LTD be required to treat any Content as confidential (subject to the Website's [Privacy Policy.](http://binspireduk.co.uk/using-the-framework-4/) B INSPIRED LTD will be entitled to use the Content for any purpose whatsoever (consistent with the Website's Privacy Policy without compensation to you or any other person. For the avoidance of doubt, B INSPIRED LTD will not be liable to you or any other person for any ideas for B INSPIRED LTD’s business (including, without limitation, product designs or ideas) derived from the Content and will not incur any liability as a result of any similarities to the Content that may appear in any future products or services of B INSPIRED LTD.

You agree, represent and warrant that all moral rights, or other similar rights, in the Content are waived in favour of B INSPIRED LTD and its successors, assigns and licensees.

You acknowledge that you are responsible for whatever Content you submit, and you, not B INSPIRED LTD, shall have full responsibility for the Content, including its legality, reliability, appropriateness, originality, and non-interference with third-party rights.

B INSPIRED LTD will have the right to refuse to post or transmit all or any portion of any Content. By way of example and not in limitation of anything else in these Terms, B INSPIRED LTD will also have the right, but not the responsibility, to refuse, remove or edit any Content (in whole or in part).

**8. INDEMNIFICATION**

You agree to indemnify B INSPIRED LTD, and its respective affiliates, directors, officers, partners, licensors employees, agents, representatives, suppliers, content providers, and the like (collectively, the "Affiliates") and to defend and hold each of them harmless, from any and all claims or demand (including reasonable attorneys’ fees) made by any third party due to or arising out of content you submit, post, transmit or otherwise make available through the Website or materials obtained through the Website, your use of the Website or materials obtained through the Website, your connection to the Website or materials obtained through the Website, your violation of these Terms or site specific Terms, or your violation of any rights of another.

**9. DISCLAIMER OF WARRANTIES**

THE WEBSITE, AND ALL MATERIALS AND INFORMATION CONTAINED THEREIN, IS PROVIDED "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" AND IS USED BY YOU AT YOUR SOLE RISK.  B INSPIRED LTD AND ITS AFFILIATES MAKE NO EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS WHATSOEVER, INCLUDING WITHOUT LIMITATION, THOSE IMPLIED BY STATUTE OR LAW, AND SPECIFICALLY DISCLAIM SUCH WARRANTIES, CONDITIONS OR REPRESENTATIONS, INCLUDING ANY WARRANTIES, CONDITIONS OR REPRESENTATIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, B INSPIRED LTD: (I) MAKES NO EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS WITH RESPECT TO THE ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF THE FEATURES, INFORMATION, CONTENT, APPLICATIONS OR SERVICES ON THE WEBSITE, OR ANY OF THE PRODUCTS OFFERED AND SOLD ON OR THROUGH THE WEBSITE; (II) WILL NOT BE RESPONSIBLE FOR ANY PRODUCT OR SERVICE SOLD ON OR THROUGH THE WEBSITE OR ANY CLAIMS OF QUALITY OR PERFORMANCE WITH RESPECT TO SUCH PRODUCTS OR SERVICES; AND (III) WILL NOT BE RESPONSIBLE FOR ANY INJURIES OR DAMAGES TO YOUR HEALTH RESULTING FROM ANY CONTENT PROVIDED ON OR THROUGH THE WEBSITE.

B INSPIRED LTD AND ITS AFFILIATES DO NOT REPRESENT OR WARRANT THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES WILL BE TRANSMITTED ON THE WEBSITE. NO ORAL OR WRITTEN STATEMENTS BY B INSPIRED LTD OR ITS AFFILIATES WILL CREATE ANY WARRANTY NOT EXPRESSLY SET FORTH HEREIN.

REGARDLESS OF ANY PERCEIVED SCIENTIFIC MERIT, THE PRODUCTS, INFORMATION, SERVICES AND OTHER CONTENT PROVIDED ON AND THROUGH THE WEBSITE, INCLUDING WITHOUT LIMITATION ANY PRODUCTS, INFORMATION, SERVICES AND OTHER CONTENT PROVIDED ON ANY 3RD PARTY WEBSITES, ARE NOT INTENDED TO DIAGNOSE, TREAT, CURE OR PREVENT ANY DISEASE OR CONDITION, BUT RATHER TO PROMOTE GENERAL WELLBEING. THE SERVICES AND PRODUCTS OFFERED THROUGH THE WEBSITE HAVE NOT NECESSARILY BEEN EVALUATED BY THE UNITED STATES FOOD AND DRUG ADMINISTRATION OR ANY OTHER REGULATORY AGENCY.

WE ADVISE USERS TO ALWAYS SEEK THE ADVICE OF A PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER WITH ANY QUESTIONS REGARDING PERSONAL HEALTH OR MEDICAL CONDITIONS. NEVER DISREGARD, AVOID OR DELAY IN OBTAINING MEDICAL ADVICE FROM YOUR DOCTOR OR OTHER QUALIFIED HEALTH CARE PROVIDER BECAUSE OF SOMETHING YOU HAVE READ ON THE WEBSITE. IF YOU HAVE OR SUSPECT THAT YOU HAVE A MEDICAL PROBLEM OR CONDITION, PLEASE CONTACT A QUALIFIED HEALTH CARE PROFESSIONAL IMMEDIATELY. IF YOU ARE IN THE UK AND ARE EXPERIENCING A MEDICAL EMERGENCY, PLEASE CALL 999 OR CALL FOR EMERGENCY MEDICAL HELP ON THE NEAREST TELEPHONE.

**10. LIMITATION OF LIABILITY**

IN NO EVENT SHALL B INSPIRED LTD OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY GENERAL, SPECIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE WEBSITE OR ANY PRODUCTS OR SERVICES PURCHASED ON OR THROUGH THIS WEBSITE OR ANY CONTENT PROVIDED ON OR THROUGH THIS WEBSITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

IN NO EVENT SHALL B INSPIRED LTD OR ANY OF ITS AFFILIATES BY LIABLE FOR ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY CONTENT, OR ANY CHANGES B INSPIRED LTD MAY MAKE TO THE SERVICES, DOCUMENTS, WEB SITE, CONTENT OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE WEBSITE (OR ANY FEATURES WITHIN THE WEBSITE); OR IF APPLICABLE, YOUR FAILURE TO KEEP YOUR PASSWORD OR USER ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

IN ANY EVENT, B INSPIRED LTD’S TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS AND CONDITIONS OR ARISING FROM YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE WEBSITE OR ANY PRODUCTS OR SERVICES PURCHASED ON OR THROUGH THE WEBSITE SHALL BE LIMITED TO THE PURCHASE PRICE ACTUALLY PAID BY YOU TO B INSPIRED LTD FOR SUCH PRODUCTS OR SERVICES.

Some jurisdictions do not allow the disclaimer of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of the above disclaimers and limitations may not apply to you. In such jurisdictions, the aforementioned exclusions to liability are limited to the fullest extent permitted by law.

**11.  LINKS**

The linked sites are not under the control of B INSPIRED LTD and B INSPIRED LTD is not responsible for the content of any linked site or any link contained in a linked site. B INSPIRED LTD reserves the right to terminate any link or linking program at any time. B INSPIRED LTD does not endorse companies or products to which it links and reserves the right to note as such on its web pages. If you decide to access any of the third party sites linked to this Website, you do this entirely at your own risk.

**12.  UNSOLICITED IDEA SUBMISSION POLICY**

B INSPIRED LTD OR ITS EMPLOYEES DO NOT ACCEPT OR CONSIDER UNSOLICITED IDEAS, INCLUDING IDEAS FOR NEW ADVERTISING CAMPAIGNS, NEW PROMOTIONS, NEW PRODUCTS OR TECHNOLOGIES, PROCESSES, MATERIALS, MARKETING PLANS OR NEW PRODUCT NAMES. PLEASE DO NOT SEND ANY ORIGINAL CREATIVE ARTWORK, SAMPLES, DEMOS, OR OTHER WORKS. THE SOLE PURPOSE OF THIS POLICY IS TO AVOID POTENTIAL MISUNDERSTANDINGS OR DISPUTES WHEN B INSPIRED LTD’S PRODUCTS OR MARKETING STRATEGIES MIGHT SEEM SIMILAR TO IDEAS SUBMITTED TO B INSPIRED LTD. SO, PLEASE DO NOT SEND YOUR UNSOLICITED IDEAS TO B INSPIRED LTD OR ANYONE AT B INSPIRED LTD. IF, DESPITE OUR REQUEST THAT YOU NOT SEND US YOUR IDEAS AND MATERIALS, YOU STILL SEND THEM, PLEASE UNDERSTAND THAT B INSPIRED LTD MAKES NO ASSURANCES THAT YOUR IDEAS AND MATERIALS WILL BE TREATED AS CONFIDENTIAL OR PROPRIETARY.

**13.  CHOICE OF LAW**

This Website is controlled, operated and administered by B INSPIRED LTD from within the UK. This Website can be accessed from all countries, provinces and territories around the world. As each of these jurisdictions has laws that may differ from those of the UK, by accessing this Website, you acknowledge and agree that all matters relating to access to or use of this Website shall be governed by the laws of the UK applicable therein (without reference to conflicts of laws principles).

You also agree that any claims or disputes arising hereunder shall be submitted to the exclusive jurisdiction and venue of the courts of the UK and acknowledge that you do so voluntarily.

**14. SEVERABILITY**

If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

**15. ENTIRE AGREEMENT**

This Agreement, together with the Privacy Policy is the entire agreement between you and B INSPIRED LTD with respect to the Website and your use of same.

In the event of a conflict between or among this Agreement and any other documents referenced in this Agreement, the conflict shall be resolved by assigning precedence to this Agreement, then to any documents referenced herein.

**16. ASSIGNMENT**

We may assign our rights and obligations under this agreement. This agreement will inure to the benefit of our successors, assigns and licensees.

**17. NO ESTOPPEL FOR FAILURE TO ENFORCE**

The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of this agreement, or to exercise any right under this agreement, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and will remain in full force and effect.

**18. INTERPRETATION**

All references in this agreement to " B INSPIRED LTD ", "we", "us", "our" and like terms should be interpreted accordingly.  The insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

**19. SURVIVAL**

 Sections 8, 9, 10, 11, 12, 13, 14, 15, 16 and 18 shall survive any termination of this Agreement.