TERMS & CONDITIONS

Done Workouts / Better Fitness LTD

Email Information

If you choose to correspond with us through email, we may retain the content of your email messages together with your email address and our responses. We provide the same protections for these electronic communications that we employ in the maintenance of information received online and mail. This also applies when you register on our website / Application, sign up through any of our forms using your email address or make a purchase on this site. For further information see the email policies below.

CAN-SPAM Compliance

In compliance with the CAN-SPAM Act, all email sent from our organisation will clearly state who the email is from and provide clear information on how to contact the sender. In addition, all email messages will also contain concise information on how to remove yourself from our mailing list so that you receive no further email communication from us.

Choice/Opt-inOut

Our service provides users the opportunity to opt-in of receiving communications from us. By default you'll be opted-out unless you opt-in.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Users who no longer wish to receive our newsletter or promotional materials may opt-out of receiving these communications by clicking on the unsubscribe link in the email.

Use of External Links

http://www.doneworkouts.com may contain links to many other websites / Applications. Better Fitness LTD cannot guarantee the accuracy of information found at any linked site. Links to or from external sites not owned or controlled by Better Fitness LTD do not constitute an endorsement by Better Fitness LTD or any of its employees of the sponsors of these sites or the products or information presented therein.

By using Done Workouts Application, you are agreeing to be bound by these Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this website / Application are protected by applicable copyright and trade mark law.

Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

Intellectual Property Rights

All copyrights, trademarks, patents and other intellectual property rights in and on our website / Application and all content and software located on the site shall remain the sole property of Better Fitness LTD or its licensors. The use of our trademarks, content and intellectual property is forbidden without the express written consent from Better Fitness LTD.

You must not:

- Republish material from our website / Application without prior written consent.
- Sell or rent material from our website / Application.
- Reproduce, duplicate, create derivative, copy or otherwise exploit material on our website / Application for any purpose.
- Redistribute any content from our website / Application, including onto another website / Application.

Acceptable Use

You agree to use our website / Application only for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of the website / Application. Prohibited behaviour includes harassing or causing distress or inconvenience to any other user, transmitting obscene or offensive content or disrupting the normal flow of dialogue within our website / Application.

You must not use our website / Application to send unsolicited commercial communications. You must not use the content on our website / Application for any marketing related purpose without our express written consent.

Restricted Access

We may in the future need to restrict access to parts (or all) of our website / Application and reserve full rights to do so. If, at any point, we provide you with a username and password for you to access restricted areas of our website / Application, you must ensure that both your username and password are kept confidential.

Use of Testimonials

In accordance with the FTC guidelines concerning the use of endorsements and testimonials in advertising, please be aware of the following:

Testimonials that appear on this site are actually received via text, audio or video submission. They are individual experiences, reflecting real life experiences of those who have used our products and/or services in some way. They are individual results and results do vary. We do not claim that they are typical results. The testimonials are not necessarily representative of all of those who will use our products and/or services.

The testimonials displayed in any form on this site (text, audio, video or other) are reproduced verbatim, except for correction of grammatical or typing errors. Some may have been shortened. In other words, not the whole message received by the testimonial writer is displayed when it seems too lengthy or not the whole statement seems relevant for the general public.

Better Fitness LTD is not responsible for any of the opinions or comments shown on www.doneworkouts.com. Better Fitness LTD is not a forum for testimonials, however provides testimonials as a means for customers to share their experiences with one another. To protect against abuse, all testimonials appear after they have been reviewed by management of Better Fitness LTD. Better Fitness LTD does not share the opinions, views or commentary of any testimonials on www.doneworkouts.com — the opinions are strictly the views of the testimonial source.

The testimonials are never intended to make claims that our products and/or services can be used to diagnose, treat, cure, mitigate or prevent any disease. Any such claims, implicit or explicit, in any shape or form, have not been clinically tested or evaluated.

How Do We Protect Your Information and Secure Information Transmissions?

Email is not recognised as a secure medium of communication. For this reason, we request that you do not send private information to us by email. However, doing so is allowed, but at your own risk. Some of the information you may enter on our website / Application may be transmitted securely via a secure medium known as Secure Sockets Layer, or SSL. Credit Card information and other sensitive information is never transmitted via email.

Done Workouts / Better Fitness LTD may use software programs to create summary statistics, which are used for such purposes as assessing the number of visitors to the different sections of our site / Application, what information is of most and least interest, determining technical design specifications, and identifying system performance or problem areas.

For site security purposes and to ensure that this service remains available to all users, Better Fitness LTD uses software programs to monitor network traffic to identify unauthorised attempts to upload or change information, or otherwise cause damage.

Disclaimer and Limitation of Liability

Done Workouts / Better Fitness LTD makes no representations, warranties, or assurances as to the accuracy, currency or completeness of the content contained on this website / Application or any sites linked to this site.

All the materials on this site are provided "as is" without any express or implied warranty of any kind, including warranties of merchantability, non infringement of intellectual property or fitness for any particular purpose. In no event shall Better Fitness LTD or its agents or associates be liable for any damages whatsoever (including, without limitation, damages for loss of profits, business interruption, loss of information, injury or death) arising out of the use of or inability to use the materials, even if Better Fitness LTD has been advised of the possibility of such loss or damages.

In no event shall Better Fitness LTD, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorised access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Better Fitness LTD. its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; d) the results of using the Service will meet your requirements.

Governing Law

These Terms shall be governed and construed in accordance with the laws of the United Kingdom, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

Contact

If you have any questions regarding these terms, or your dealings with our Application, please contact us here: info@doneworkouts.com

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Better Fitness LTD