



TERMS OF SERVICE

IMPRINT:

Company Name: Glen Burchard Fitness (the QuickFit 360 program)
Company Owner: Glen Burchard
Address: Ebinger Straße 12, 96179 Rattelsdorf (Germany)
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These terms of Service apply to all services provided by Glen Burchard Fitness through its QuickFit 360 online personal training program. By enrolling in the QuickFit 360 Program, you (the Client) agree to the following:

1. Services Offered

- 1.1. The Trainer provides personalized online fitness coaching and nutritional guidelines through the QuickFit 360 Program via the MyPTHub app and Zoom. Clients also have access to a community on the Skool platform, where they can communicate with other clients within the community and also access the Glen Burchard Fitness Academy with extensive videos on everything to do with Health and Fitness.
- 1.2. The services within the QuickFit 360 Program includes:
 - Customized training programs
 - Customized Nutritional guidance
 - Full access to the necessary online platforms for the duration of the program

2. Contract Duration

- 2.1. The initial contract for the QuickFit 360 Program is for 92 days (13 weeks) starting from the agreed program start date.
- 2.2. After the initial 92-day QuickFit 360 Program, the Client will automatically be enrolled in a light coaching program at a rate of €240 per month, where the client can cancel when they wish as per Section 6.
- 2.3. The Client can terminate the light coaching program by providing written notice via private message on the Skool platform, which must be received at least 14 days before the next billing cycle.

3. Pricing and Payment Terms

- 3.1. The price for the QuickFit 360 Program is provided in the invoice, payable by bank transfer based on the options below:
 - Full payment in advance.
 - Payment in 3 or 6 monthly installments (for which no extra charges will be included)
- 3.2. Payment is due within 14 days of receiving the invoice.
- 3.3. If the Client opts for the 6-month payment program, payments will continue after the QuickFit 360 Program ends until all installments are paid.

4. Cancellation and Refund Policy

- 4.1. The Client has the right to withdraw from the QuickFit 360 Program within 14 days from the Program Start Date if they feel the program is not suitable.
- 4.2. In such a case, the Client will be charged only for the services rendered up to the date of withdrawal, plus a €100 administrative fee.
- 4.3. After the initial 14-day period, cancellations are not permitted unless the Client provides written proof of a serious medical condition (e.g., chronic illness or injury) from a licensed medical professional stating that physical activity is strictly prohibited.
- 4.4. For less severe health conditions, the Trainer will provide alternative training instructions suitable for the Client's situation.

5. Our Results Guarantee Policy

- 5.1. The Trainer offers a Results Guarantee: If the Client follows the QuickFit 360 Program with at least 95% compliance and does not achieve a weight loss of at least 8% of their starting weight (if weight loss is the goal), as well as noticeable improvements in mobility, energy levels, and strength, the Trainer will continue coaching the Client until these goals are achieved at no additional cost.
- 5.2. The Client must track their progress through the provided apps and submit proof of compliance. Failure to provide accurate data will void the Results Guarantee policy.

6. Client's Responsibilities

- 6.1. The Client acknowledges that the nutritional plans provided under the QuickFit 360 Program are guidelines, and it is their responsibility to manage any allergies or food intolerances they may have.
- 6.2. The Client is responsible for notifying the Trainer of any existing or new health conditions (including injuries or illnesses) that may affect their ability to adhere to the program in any way.
- 6.3. Part of the programs unique concept is that the Client can perform the QuickFit 360 Program at any time and from any location, as long as they have a stable internet connection and a compatible device. Business trips, vacations, or other travel are not valid reasons for suspending or canceling the program.
- 6.4. The Client agrees to use the equipment provided by the Trainer with due care and must notify the Trainer immediately if there are any issues with the equipment. If the Client already owns equipment, €120 will be deducted from the programs total price.

7. Liability

- 7.1. The Trainer holds liability insurance; however, liability for injuries or accidents that occur when the Trainer is not physically present, or due to incorrect use of the provided equipment or improper form, is excluded.
- 7.2. The Trainer cannot be held responsible for any injury or damage to the clients belongings resulting from the Client's misuse of equipment or failure to follow the trainers instructions.

8. Data Privacy and Third-Party Apps

- 8.1. The Trainer collects and processes personal data in accordance with the GDPR (General Data Protection Regulation).
- 8.2. The Client's personal data will be used solely for program-related purposes and will not be shared with third parties without the Client's consent, except as required by law.
- 8.3. Glen Burchard Fitness uses third-party apps including MyPTHub, Zoom, and Skool. Each platform has its own privacy policy, which can be viewed on their respective websites. The Trainer is not responsible for the privacy practices of these platforms and also accepts no responsibility over interactions between clients on the platforms provided.

9. Intellectual Property

- 9.1. All content provided by the Trainer, including training plans, videos, and educational materials, is the intellectual property of Glen Burchard Fitness and may not be shared, reproduced, or distributed without explicit permission!
- 9.2. Access to the "Athlete level" content is restricted until the Client completes the initial 92-day QuickFit 360 Program. Unauthorized access or distribution of this content is prohibited.

10. Dispute Resolution

- 10.1. These Terms are governed by and comply with the laws of Germany and the EU.
- 10.2. In the event of a dispute arising from these Terms or the program, both parties agree to first seek to resolve the matter amicably through mediation.
- 10.3. If mediation fails, any legal disputes will be subject to the jurisdiction of the courts of Germany.

11. Final Provisions

- 11.1. These Terms may be updated periodically. Clients will be informed of any significant changes.

By enrolling in the QuickFit 360 Program, you acknowledge that you have read, understood, and agree to these Terms and Conditions.

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