

Terms and Conditions

1. Introduction

Welcome to Marnelle Botha (trading as My Wellness 365) ("we," "us," or "our"). By accessing or using our services, whether online or in person, you agree to be bound by these Terms and Conditions ("Terms"). If you do not agree to these Terms, you must not use our services.

2. Eligibility

You must be at least 18 years old to use our services. By using our services, you represent and warrant that you meet all eligibility requirements. Services for pregnant women and new mothers should only be undertaken with approval from a qualified healthcare provider.

3. Services

We offer personal training and nutrition services designed for women, including specific programs for pregnant women and new mothers. Our services are provided online and in person. Our online services include virtual training sessions, nutrition consultations, and access to digital resources.

4. Health Disclaimer

You acknowledge that our services may involve physical activity, which carries inherent risks. You should consult with your healthcare provider before beginning any exercise or nutrition program, particularly if you are pregnant, have recently given birth, or have any medical condition or injury that could be affected by physical activity.

5. Personal Responsibility

By using our services, you accept personal responsibility for any and all results or outcomes. You agree to use your own judgment in determining whether our services are appropriate for you, and you acknowledge that your participation is voluntary and at your own risk.

6. Limitation of Liability

To the fullest extent permitted by law, we shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of your use of our services, including but not limited to physical injury, loss of data, or any other loss or damage.

7. Payment and Cancellation Policy

All payments for our services must be made in advance. We offer various payment plans, and specific terms will be provided at the time of purchase. Cancellations must be made at least 24 hours before a scheduled session to avoid being charged. Refunds are not provided for any unused services, except at our discretion.

8. Intellectual Property

All content provided by us, including but not limited to training programs, nutritional plans, videos, and written materials, is the intellectual property of Marnelle Botha (trading as My Wellness 365) and is protected by applicable copyright laws. You may not reproduce, distribute, or use our content without our prior written consent.

9. Privacy Policy

Your privacy is important to us. Please refer to our Privacy Policy [\[insert link\]](#) for details on how we collect, use, and protect your personal information.

10. Modifications to Terms

We reserve the right to modify these Terms at any time. Any changes will be effective immediately upon posting on our website. Your continued use of our services after any changes indicates your acceptance of the new Terms.

11. Governing Law

These Terms shall be governed by and construed in accordance with the laws of Luxembourg, without regard to its conflict of law principles.

12. Contact Information

If you have any questions or concerns about these Terms, please contact us at info@mywellness365.com.

By using our services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.