

MeActive for Women

Terms and Conditions

1. Definitions and Interpretation

1.1. In these Terms and Conditions, the following definitions apply:

MeActive means the business promoted and trading as MeActive for Women.

MeActive Website means the website www.meactive.com.au

Member means a person who has joined membership with MeActive for Women in accordance with clause 2.

Membership Fee means weekly fee of \$25 per week. Casual fee means casual fee of \$5 per session.

Online Class means an physical exercise tuition conducted by us to one or more Members via an online audio/visual online link provided by Zoom.

Online Enrolment means the application for enrolment to become a Member provided on the MeActive Website.

We, our, us means Danielle Halvorsen trading as “MeActive for Women”.

You means the participant participating in an online class.

Zoom means the web based online meeting and chat platform provided by Zoom Video Communications Inc (US) and via the web address: www.zoom.us/meetings.

2. Participation in Online Class

2.1. Persons under the age of 18 years are not eligible to become a Member.

2.2. Only a Member may participate in an Online Class.

2.3. To become a Member, you must:

- (a) Complete the Online Enrolment;
- (b) Agree to pay the Membership Fee; and
- (c) Download and agree to the terms of the Zoom meeting.

- 2.4. Upon submitting the Online Enrolment, you agree:
- (a) The membership renews automatically on a weekly basis unless and until cancelled by you;
 - (b) The Membership Fee will be deducted automatically from your nominated bank account on a recurring basis upon you providing your authority for payments to be made through the dedicated PayPal account for MeActive.
- 2.5. You may cancel your membership upon giving not less than 1 week's written notice sent by email to info@meactive.com.au

3. Not Transferability or assignment

- 3.1. Your membership with MeActive is not transferable and only a Member can participate in an Online Class. For the avoidance of any doubt, you cannot substitute yourself with any other person who is not a Member to participate in any Online Class.

4. Recording of Online Class prohibited

- 4.1. Recording (or attempting to record) any of the audio or video visual content of an Online Class is prohibited.
- 4.2. Any breach of clause 4.1 will result in an immediate cancellation of your membership of MeActive and all Membership Fees paid will be immediately forfeited.

5. Liability Waiver

- 5.1. You agree and acknowledge that participation in an Online Class requires potentially a high degree of physical and or mental exertion which may cause physical and/or emotional stress for some people.
- 5.2. You agree, acknowledge and represent to us that you have no existing health conditions that would preclude or limit you from active participating in an Online Class and that you have sought and obtained advice from a suitably qualified medical practitioner that your participation in the Online Class will not present any risk to your health.

5.3. You release and agree to hold harmless us for any physical or mental injury you may sustain during or as a result (whether directly or indirectly) of participation in an Online Class and further release and hold harmless us in respect of any claims, demands, causes of action whether at law or otherwise arising directly or indirectly from participation in an Online Class.