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## OUR TERMS

### 1. TERMS OF USE

- 1.1. **ReboundUK** is pleased to provide to you, upon successful registration as a member of our subscription service (**'Bounce & Burn Membership'**), with access to and use of our website, applications, content, Fitness Workouts and Health and Fitness education downloads (**'Bounce & Burn Content'**), promotions, software, technology and any other materials (collectively, the **'Services'**), to be streamed over the Internet to certain Internet-connected devices (**'Membership Ready Devices'**).

### 2. THESE TERMS

- 2.1. **What these terms cover.** These are the terms and conditions on which we supply the Services to you, whether these are services or digital content. These include but are not limited to Bounce & Burn Membership and Bounce & Burn Content.
- 2.2. **Why you should read them.** Please read these terms carefully before you register as an online member with us. These terms tell you who we are, how we will provide products to you, conditions for accessing the Bounce & Burn Content, how you and we may change or end the contract, how the Bounce & Burn Membership is governed and what it entails, what to do if there is a problem and other important information.
- 2.3. If you think that there is a mistake in these terms, please contact us to discuss.

### 3. INFORMATION ABOUT US AND HOW TO CONTACT US

- 3.1. **Who we are.** We are Health 2 Fitness Limited (**'H2F'**) and Maximus Life Limited (**'MXL'**), together trading as ReboundUK. H2F and MXL are companies registered in England and Wales. H2F's company registration number is 05328340 and MXL's company registration number is 08829543 our registered office is at 2 The Pavilions End, Camberley, Surrey, GU15 2LD.
- 3.2. **How to contact us.** You can contact us by writing to us at [www.rebound-uk.com/contact-us](http://www.rebound-uk.com/contact-us) or by emailing [service@rebound-uk.com](mailto:service@rebound-uk.com).
- 3.3. **How we may contact you.** If we have to contact you we will do so by writing to you at the email address you provided to us during registration on the "My Account" link on the Bounce & Burn Membership Dashboard (the **'Membership Dashboard'**). Your details can be viewed and amended at any time by logging into your Membership Dashboard and accessing the "My Account" link.
- 3.4. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

## OUR CONTRACT WITH YOU

### 4. MEMBERSHIP

- 4.1. **Who can sign up for Bounce & Burn Membership.** You must be over 18 years of age in order to become a Bounce & Burn Member. If you are under the age of 18, you may only use the Bounce & Burn Content under the supervision of a person over the age of 18 who is a Bounce & Burn Member.
- 4.2. **How your Bounce & Burn Membership will start.** Your Bounce & Burn Membership may start with a free trial and will continue month-to-month until terminated. In order to use the Bounce & Burn Membership service, you must have internet access, Membership Ready Devices and compatible browsers. Compatible browsers include IE10, IE11, Firefox, Safari, Opera, Chrome, Edge.
- 4.3. **How to pay for Bounce & Burn Membership.** In order to commence your Bounce & Burn Membership, you must provide a valid and accepted method of payment, which you may update from time to time ('**Payment Method**'). The Payment Method will be through the PayPal Subscription Service for which a PayPal account must be set up using a current, valid and accepted credit card or PayPal funds. The Payment Method can be updated from time to time by accessing your PayPal Account.
- 4.4. **How we will accept your Bounce & Burn Membership.** Our acceptance of your Bounce & Burn Membership will take place when we confirm acceptance on the registration page, at which point a contract will come into existence between you and us.
- 4.5. **If we cannot accept your Bounce & Burn Membership.** If we are unable to accept your Bounce & Burn Membership, we will inform you of this in writing and will not charge you for the Services. This might be because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements or because we have identified an error in the price or description of the Services.
- 4.6. **Your Bounce & Burn Membership number.** We will assign a Bounce & Burn Membership number to your Bounce & Burn Membership and tell you what it is when we accept your Bounce & Burn Membership. It will help us if you can tell us the Bounce & Burn Membership number whenever you contact us about your Bounce & Burn Membership.
- 4.7. **How to use your Bounce & Burn Membership.** Bounce & Burn Membership and Bounce & Burn Content is only permitted for personal and non-commercial use. It is a breach of the Bounce & Burn Membership terms to record, copy, loan, unauthorised hire, publicly show or broadcast the Bounce & Burn Content and/or the Bounce & Burn Membership and may result in immediate termination of your Bounce & Burn Membership without any prior written warning.

4.8. **Using your Bounce & Burn Membership or Bounce & Burn Content.**

- (a) Prior to starting a new exercise programme or using your Bounce & Burn Membership, please follow the instructions provided at the start of the Bounce & Burn Content videos AND consult a doctor for a health check and clearance.
- (b) If while performing a workout from the Bounce & Burn Content you experience any symptoms of pain, weakness, unsteadiness light-headedness or dizziness, chest pain or pressure, nausea, or shortness of breath, please stop exercising and immediately consult a doctor.
- (c) By performing workouts from the Bounce & Burn Content, you do so at your own risk.
- (d) ReboundUK, the presenters of the Bounce & Burn Content and the producers of the exercise programmes do not assume responsibility for any:
  - (i) loss;
  - (ii) injury; or
  - (iii) damage

caused in connection with the exercises and instructions in the workouts, including those featured on the ReboundUK website.

- (e) Before commencing any workout from the Bounce & Burn Content, please ensure the following:
  - (i) you are using ReboundUK approved equipment;
  - (ii) your rebounder is correctly set up according to the instruction manual;
  - (iii) that the rebounder is set up on a flat surface with legs extended and correctly positioned, springs or bungees are intact, mat surface is dry and clear and that there is nothing underneath the rebounder;
  - (iv) that there are no sharp or hazardous objects around, under or above the rebounder;
  - (v) that you wear either three-quarter length leggings or sport shorts and cross-trainers (or grip socks if using bungee rebounder); and
  - (vi) that you keep well hydrated before, during and after the workout.

4.9. **We sell all over the world.** Our membership is for use worldwide. However, Bounce & Burn Membership prices may vary depending on the region/territory due to applicable taxes and/or duties in each jurisdiction.

**5. FREE TRIAL**

5.1. **How your free trial will start.** Your Bounce & Burn Membership may commence with a free trial. The free trial period of your Bounce & Burn Membership will last as

specified during registration. This trial period is intended to allow new members and certain former members to try the Bounce & Burn Membership.

5.2. **Eligibility for a free trial.** Free trial eligibility is determined at the sole discretion of ReboundUK. This is to ensure fair use and prevent abuse of the free trial period.

5.3. **What happens when your free trial finishes.** Your Payment Method will be charged automatically once the free trial period comes to an end unless you cancel your Bounce & Burn Membership prior to the end of the free trial period. The monthly billing price can be viewed in the “My Account” link on the Membership Dashboard.

## 6. PAYMENT AND BILLING

6.1. **How you will be charged.** Your Bounce & Burn Membership fee will be charged on the next business day following the end of the free trial period.

6.2. **When you will be charged.** Your Bounce & Burn Membership fee will be taken on the same day of each calendar month from the date of your first payment, provided it is a day when banks in England are open for business and it is not a public holiday. If the day for payment should fall on a day when banks in England are closed, then payment will be taken on the next business day.

6.3. **Payment Methods.** If payment cannot be taken successfully from your Payment Method, and you do not provide an alternative Payment Method, ReboundUK may suspend access to your Bounce & Burn Membership until a valid Payment Method is provided.

6.4. **Cancellation.** You may cancel your Bounce & Burn Membership at any time and this will take effect from the date that your next payment is due.

6.5. **Changes to pricing or your Bounce & Burn Membership.** We may change our pricing from time to time; however, any changes relating to your Bounce & Burn Membership will be notified to you no less than 30 days prior to such changes taking effect.

## 7. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to your contact details, Payment Method or cancel your Bounce & Burn Membership, you can do this by accessing the Membership Dashboard and clicking on the “My Account” link and following the links provided.

## 8. OUR RIGHTS TO MAKE CHANGES

8.1. **Minor changes to the Bounce & Burn Membership.** We may change the Bounce & Burn Membership:

- (a) to reflect changes in relevant laws and regulatory requirements such as health and safety legislation; and
- (b) to implement minor technical adjustments and improvements, for example, in the unlikely event of addressing a security threat. We will endeavour to rectify any changes as soon as possible. These changes will not affect your use of the Bounce & Burn Membership.
- (c) Any changes made to your Bounce & Burn Membership will be notified to you 30 days prior to such changes taking effect.

8.2. **Updates to Bounce & Burn Content.** We may update digital content, provided that the digital content shall always match the description of it that we provided to you before you stream it.

## 9. INTELLECTUAL PROPERTY RIGHTS

9.1. Intellectual property rights ('IPR') include but are not limited to patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

9.2. All IPR in or arising out of or in connection with the Services shall be owned by ReboundUK.

## 10. PROVIDING THE BOUNCE & BURN MEMBERSHIP

10.1. **When we will provide the Bounce & Burn Membership.** Upon successful registration, you will be sent a registration link to validate the email address provided at registration. Once you click on the registration link and approval of Payment Method, you will have immediate access to the Bounce & Burn Content.

10.2. **Minimum Internet speed and requirements.** You will require a minimum internet speed of 4 mb/s to have full access to the Bounce & Burn Content. Quality of the display of the Bounce & Burn Content on a Membership Ready Device may vary and be affected by a variety of factors, such as your location, bandwidth availability and/or depending on the Internet connection speed and accessibility.

10.3. **We are not responsible for delays outside our control.** If our supply of the Bounce & Burn Membership or Services are delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays

caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Services you have paid for but not received or had access to.

- 10.4. **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the Service and Bounce & Burn Membership to you, for example, a valid email address. If you do not give us this information during registration, or if you give us incomplete or incorrect information, we will be entitled to refuse you Bounce & Burn Membership.
- 10.5. **Reasons we may suspend the Bounce & Burn Membership or Bounce & Burn Content .** We may have to suspend the Bounce & Burn Membership or Services to:
- (a) deal with technical problems or make minor technical changes;
  - (b) update the product to reflect changes in relevant laws and regulatory requirements.
- 10.6. **Your rights if we suspend the supply of Services or Bounce & Burn Membership.** We will contact you in advance to tell you we will be suspending supply of the Services or Bounce & Burn Membership, unless the problem is urgent or an emergency. If we have to suspend the Services or Bounce & Burn Membership we will adjust the price so that you do not pay for the Services or Bounce & Burn Membership while they are suspended. You may contact us to end the contract the Services or Bounce & Burn Membership if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 7 days and we will refund any sums you have paid in advance for the Services or Bounce & Burn Membership in respect of the period after you end the contract.
- 10.7. **We may also suspend the Bounce & Burn Membership if you do not pay.** If you do not pay us for the Bounce & Burn Membership when you are supposed to (see clause 6) and you still do not make payment within 3 days of us reminding you that payment is due, we may suspend the Bounce & Burn Membership until you have paid us the outstanding amounts. We will contact you to tell you we are suspending the Bounce & Burn Membership.

## 11. YOUR RIGHTS TO END THE CONTRACT

- 11.1. **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 11.2. **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:
- (a) digital products after you have started to download or stream these; or

- (b) services, once these have been completed, even if the cancellation period is still running.

### 11.3. **How long do I have to change my mind?**

- (a) **Bounce & Burn Membership:** 14 days after the day we email you to confirm your Bounce & Burn Membership. However, once we have provided the Services you cannot change your mind, even if the period is still running. If you cancel after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind.
- (b) **Bounce & Burn Content:** 14 days after the day we email you to confirm we confirm your Bounce & Burn Membership, or, if earlier, until you start downloading or streaming. If you accessed the Bounce & Burn immediately, you will not have a right to change your mind.

11.4. **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind, you can still end the Bounce & Burn Membership. A contract for digital content is completed when the product is delivered, downloaded or streamed and paid for. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, you can do so via the My Account portal on your Membership Dashboard and clicking the “Cancel My Membership” link. The contract will end on the date your next payment is due and we will not refund any sums should you cancel part-way through the month.

## 12. **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

12.1. **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- (a) **Online.** By accessing the “My Account” link on your Membership Dashboard on our website and selecting the “Cancel My Membership” link.
- (b) **Email.** Email us at [service@rebound-uk.com](mailto:service@rebound-uk.com). Please provide your name, email address and Bounce & Burn Membership number.

## 13. **OUR RIGHTS TO END THE CONTRACT**

13.1. **We may end the contract if you break it.** We may end the contract for Bounce & Burn Membership, Bounce & Burn Content or the Services at any time by writing to you if you do not make any payment to us when it is due and you still do not make payment within 3 days of us reminding you that payment is due.

13.2. **You must compensate us if you break the contract.** If you end the contract in the situation set out in clause 13.1 we may deduct or charge you £9.99 as a membership cancellation fee.



13.3. **We may withdraw your Bounce & Burn Membership.** We may write to you to let you know that we are going to stop providing the Bounce & Burn Membership. We will let you know at least 7 days in advance of our stopping the Bounce & Burn Membership.

**14. IF THERE IS A PROBLEM WITH YOUR BOUNCE & BURN MEMBERSHIP**

14.1. **How to tell us about problems.** If you have any questions or complaints about the product, please access our customer service website at [www.rebound-uk.com/contact-us](http://www.rebound-uk.com/contact-us) where you will find useful email addresses and telephone details. You can also write to us directly at [service@rebound-uk.com](mailto:service@rebound-uk.com).

14.2. **Summary of your legal rights.** We are under a legal duty to supply the Services, Bounce & Burn Membership and Bounce & Burn Content that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the Services, Bounce & Burn Membership and Bounce & Burn Content. Nothing in these terms will affect your legal rights.

**Summary of your key legal rights**

If your product is **digital content**, for example, the Bounce & Burn Content, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- if your digital content is faulty, you're entitled to a repair or a replacement.
- if the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back
- if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

See also clause 11.1.

If your product is **services**, for example, Bounce & Burn Membership, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

**15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

**15.1. We will only be responsible to you for foreseeable loss and damage caused by us.**

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen. We shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of damage to goodwill; and
- (g) any indirect or consequential loss.

**15.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services as summarised at clause 14.2 and for defective products under the Consumer Protection Act 1987

15.3. We will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

15.4. **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**16. HOW WE MAY USE YOUR PERSONAL INFORMATION**

16.1. **How we will use your personal information.** We will use the personal information you provide to us:

- (a) to supply the Services to you;
- (b) to process your payment for your Bounce & Burn Membership; and

- (c) to give you information about similar products that we provide, but you may stop receiving this at any time by unsubscribing by following the link in the email sent to you.

16.2. **We will only give your personal information to third parties where the law either requires or allows us to do so.**

**17. OTHER IMPORTANT TERMS**

17.1. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

17.2. **Nobody else has any rights under this.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Notwithstanding any other rights or remedies we may have, unauthorised sharing of Bounce & Burn Membership log-in details is a breach of these terms and will result in immediate termination of your Bounce & Burn Membership and you will not be entitled to a refund of any monies paid.

17.3. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.4. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Bounce & Burn Membership, we can still require you to make the payment at a later date.

17.5. **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the Services, Bounce & Burn Membership and/or Bounce & Burn Content in the English courts.