

# Terms & Conditions

## 1. Introduction

By downloading or using the app, these terms will automatically apply to you, you should therefore make sure that you read them carefully before using the app.

## 2. Eligibility

### 2.1 General

To make any purchase through the Service, you must be the minimum age required to enter into a contract in the area in which you reside, and, in any event, you must not be under 18 years age.

To use the App you must be at least 16 years of Age.

### 2.2 Your Health

Using the Mind and Body App is at your own risk.

In order to prevent injuries, it is vital that you are in a good general state of health. I strongly recommend you to talk to your doctor before you start using the app

- if you are uncertain whether you are in a good general state of health or
- if you have any medical complaints or conditions (e.g. cardiovascular disease/ lung or respiratory disease/ spinal or joint problems/ neuromuscular disease/ surgical procedures/ ...).

Please note that the sessions are not tailored to women who are pregnant or breastfeeding.

In general: Do not overdo it. Only follow what the App tells you with respect to physical activity up to the boundary of your physical ability; do not perform movements that are beyond your ability. Listen to what your body tells you. Should you have any doubts concerning your health (e.g. because you are feeling unwell) while using the Mind and Body App, you should consult your doctor and physical therapist before continuing.

## 3. Disclaimer of guarantees

I do not guarantee that using the Mind and Body App will bring the training result that you intend to achieve; I do not promise a concrete success seeing as the success is influenced by a variety of factors such as physical disposition and nutrition etc.

## 4. Liability

### 4.1 General

You need to read the explanations provided by the Mind and Body App and follow them; otherwise you risk being injured and your general health. Seeing as (unfortunately) mistakes happen, the explanations of the movements and exercises as presented in the App might contain errors that render the movement difficult to follow or might be difficult to understand. In such a case, do not perform the movement.

When using equipment or training tools it is your job to ensure that such equipment and tools are in good working condition and installed and/or set up properly.

You need to observe and respect the health safety notices in clause 2.2.

#### 4.2 Limited Liability

I am liable only for damage due to wilful conduct or gross negligence or the absence of a guaranteed feature.

My liability in the event of any injury to life, limb or health that is my fault remains unaffected by the above-mentioned limitations.

Otherwise, my liability is excluded.

### 5. No substitute for medical advice

The service and information given in the Mind and Body App are no medical advice and do not substitute a medical examination or treatment.

### 6. Updates of the App

I am committed to ensuring that the app is as useful and efficient as possible. For that reason, I reserve the right to make changes to the App at any time.

It is your responsibility to always accept updates to the application when offered to you.

### 7. Data Protection

The Mind & Body App stores and processes personal data that you have provided to me according to our Privacy policy. It is your responsibility to keep your phone and access to the app secure.

### 8. Changes to these Terms & Conditions

I may update these Terms & Conditions from time to time. Thus, you are advised to review this page periodically for any changes. I will notify you of any changes by posting the new Terms and Conditions on this page. These changes are effective immediately after they are posted on this page. You will always find the valid Terms and Conditions as a pdf document on [www.mind-and-body.info](http://www.mind-and-body.info).

### 9. Copyright

You are not allowed to copy or modify the App, any part of the App, or its trademarks in any way. You are not allowed to attempt to extract the source code of the App, to try and translate the App into other languages, or to make derivative versions. The App itself, all the trade marks, copyright, database rights and other intellectual property rights related to it, belong to Luke Smith.

### 10. Contact Me

If you have any questions or suggestions about these Terms and Conditions or about the app itself, please do not hesitate to contact me via [support@mind-and-body.info](mailto:support@mind-and-body.info).

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