

CrossFit Confront Health waiver and Indemnity form

INFORMED CONSENT FORM

Waiver and Release of Liability

CrossFit Confront, Corner Campbell St and Toomaroo Lane, Toowoomba, Queensland 4350. I acknowledge, understand and I am aware that:

I have voluntarily chosen to participate in group training sessions provided by CrossFit Confront.

I understand such a program can enhance the musculoskeletal and cardiorespiratory systems.

I understand there are inherent risks in participating in a program of strenuous exercise. I understand the strenuous nature of physical training and the potential for unusual, but possible, physiological results including, but not limited to, abnormal blood pressure, muscle soreness, fainting, heart attack or death.

I understand that the training may involve weightlifting, gymnastic movements, strenuous bodyweight exercises and other high exertion activities, and that I am not obligated to perform or participate in any activity that I do not wish to do, and that it is my right to refuse such participation at any time during my training sessions.

I understand that should I feel light-headed, faint, dizzy, nauseated, or experience pain or discomfort, I am to stop the activity and inform my Trainer.

I give CrossFit Confront permission to seek emergency medical services for me should I become injured or ill with the understanding that I am responsible for any expenses incurred.

I agree to WAIVE ALL CLAIMS that I have or may have in the future against CrossFit Confront, future directors, officers, employees, agents, volunteers and independent contractors (all of whom are hereinafter collectively referred to as "the Releasees").

I agree to RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in the programs, activities and services provided by CrossFit Confront, due to any cause whatsoever including negligence, breach of contract, or breach of any statutory or other duty of care.

I agree to HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation in any program, activity or service provided by the releasees.

This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect. If I am signing on behalf of a minor child, I also give full permission for any person connected with CrossFit Confront to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the well being of the child.

Use of picture(s) / Film / Likenesses: I agree to allow CrossFit Confront, their agents, officers, principals, employees and volunteers to use picture(s), film and / or likeness of me for advertising purposes. In the event I choose not to allow the use of the same for said purpose, I agree that I must inform CrossFit Confront of this via email.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS “INFORMED CONSENT FORM” I AM WAIVING CERTAIN LEGAL RIGHTS (INCLUDING THE RIGHT TO SUE) WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTOR, ADMINISTERS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES. ANY QUESTIONS I HAD WERE ANSWERED TO MY FULL SATISFACTION.

CrossFit Confront Policy, Terms of Use and User Agreement Document

Note: This is a living document and policies and details in this document will be updated as needed. Members will be notified when major changes are made.

If you have questions or need clarification on anything, please contact the gym at info@CrossFitConfront.com.au or speak to the owner in person

Gym Policy

- **Membership:**

CrossFit Confront does not lock members into lock-in contracts. With flexible membership terms like this we only require a minimum 30 day written notice if you want to cancel your membership and a minimum 7 day notice if you want to hold or pause your membership. There is a minimum 1 week pause period. Please speak to us in person before asking to cancel, there are often workarounds or alternative options available that you may not be aware of. Written notice is required for pause or cancellation and is only valid via email or by using the link on the website, preferably after speaking in person about circumstances. Verbal communication only is not a credible form of notice for cancellation or pause unless it has then been confirmed in writing.

Age Group Memberships (Kids, Teens & Masters) have the same terms as listed above as the standard membership.

Anyone can pay upfront for any particular time period they like, when that time period finishes a regular weekly membership will continue from that date.

All memberships are on a recurring time basis and will be charged on that time basis, you will not be refunded if you do not attend or make use of membership. The standard membership charging interval is Weekly however this can be changed to Fortnightly or Monthly if requested in writing.

CrossFit Confront uses a payment processing system to assist with payments and accounting and passes on a small fee from the payment system to the member. Failed payments may incur a charge through the payment processing system. If there are any issues with payments, please make contact as soon as possible so that we can work out the best solution possible.

If CrossFit Confront offers any kind of deal or trial, a regular weekly membership will commence at the completion of that trial. Think of how a netflix trial works.

Teens will be limited to the advertised teens classes and days that have a dedicated teens coach allocated. Once the teen has shown competency both with movement, training and with adherence to class and coach structure, they will be allowed to then attend other class times as well as the "Teens Class" times. The head coach will need to approve this change.

Teens can train at any class time if their parent is present and training at that time with them.

- **Gym Hours:** Business Hours are 9:00am-5:00pm Monday - Friday

Booking into class prior to attending is a requirement of attending the gym everytime you attend the gym.

Class times will be listed on the website, booking app and be a pinned post to the top of the gyms instagram profile for reference when the gym is open and staffed. Generally speaking the gym will be open at least 10 minutes prior to and after every class.

CrossFit Confront is often not open on public holidays unless otherwise communicated otherwise. Please pay attention to social media and please check in around public holiday hours.

The gym is often opened up by staff outside of regular staff and class hours. If you attend during these times it is up to the staff when it suits them to open and close the gym.

- **Creche & Kids:** Members are allowed to bring their children to the gym, if anything we encourage you to bring them so they can see the example of parents living healthy lives.

We have a dedicated room for the kids with different things to keep them occupied.

During class times and any time that exercise is taking place kids are **NOT** to be on the gym floor. This is for safety reasons and we expect it to be understood, respected and adhered to. Kids can stay in the members area or in the kids area during those times.

If kids are in the gym they are the responsibility of the parent.

Any mess made by kids is the responsibility of the parent.

- **Dogs:** WE LOVE DOGS....However it is hard to have dogs in the facility we are in. We do not let dogs onto the gym floor for many reasons, what we do allow for is as follows.

A dog to be tied up at our dog station with chains, water bowl and bed so dogs can be tied up outside the front door.

Well behaved dogs that do not shed are allowed on the deck inside the gym but if someone requests that the dog be put outside, we ask you to respect that and adhere.

There are many reasons why some people may not like dogs up in their grill and we respect that, our biggest issues however lie with hygiene and the fact most dogs shed obscene amounts of hair and noise issues with dogs that cannot be well behaved.

If we talk to you about your dog, know that we love your dog and are regrettfully doing it for the benefit of all the members.

- **Social Media:**

On joining the gym you agree that we can take photo and video and use your image for our own purposes whatever that may be in regards to marketing or social media. If you have an issue with any media we share, please reach out directly to us and we can talk about it personally.

If we share any content with you in it we aim to tag you if you are prominent in the content but be aware with group photos etc, social media platforms limit how many tags we can make.

If you create any of your own social media content we would love if you collaborated or tagged us so we can share it on our platforms!

- **Gym Etiquette:**

- Leave the gym is the same condition, if not better, then the way you found it.
- Wipe down equipment after use.
- Re-rack weights and equipment.
- Respect other members.
- No loud or disruptive behavior.
- Wait until everyone is finished to pack up your equipment.
- Turn up to class early so that class can start on time.

On turning up on time and leaving at the completion of class:

CrossFit contains technical movements and it's critical that you arrive on time so you can listen to the coach's brief, learn how to perform the movements safely and consider any modifications that may be necessary for your skill level or injury history. Arriving to class on time means you also get to participate in arguably the most important part of the hour – the warm up. Arriving late to the class means your workout time is shortened, not your warm up. Please stay until the entire class is finished, if you need to leave early for any reason please notify the coach in charge and let them know.

- **Class Participation:**

- Class sizes may be limited.
- Members must sign a waiver before participating in classes.
- Proper form and technique are essential.
- Listen to and follow the coach's instructions.

User Agreement

As a member, you agree to the terms and conditions listed.

CrossFitConfront Privacy Policy listen on website:

SECTION 1 – WHAT DO WE DO WITH YOUR INFORMATION?

When you purchase something from our store, as part of the buying and selling process, we collect the personal information you give us such as your name, address and email address.

When you browse our store, we also automatically receive your computer's internet protocol (IP) address in order to provide us with information that helps us learn about your browser and operating system.

Email marketing (if applicable): With your permission, we may send you emails about our store, new products and other updates.

SECTION 2 – CONSENT

How do you get my consent?

When you provide us with personal information to complete a transaction, verify your credit card, place an order, arrange for a delivery or return a purchase, we imply that you consent to our collecting it and using it for that specific reason only.

If we ask for your personal information for a secondary reason, like marketing, we will either ask you directly for your expressed consent, or provide you with an opportunity to say no.

How do I withdraw my consent?

If after you opt-in, you change your mind, you may withdraw your consent for us to contact you, for the continued collection, use or disclosure of your information, at anytime, by contacting us at support@fitboxcorp.com or mailing us at: CrossFit Confront Cnr of Campbell st and Toomaroo Lane, Toowoomba, Queensland, 4350, Australia

SECTION 3 – DISCLOSURE

We may disclose your personal information if we are required by law to do so or if you violate our Terms of Service.

SECTION 4 – CrossFit Confront

Our store is hosted on CrossFit Confront. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

Your data is stored through CrossFit Confront's data storage, databases and the general CrossFit Confront application. They store your data on a secure server behind a firewall.

Payment:

If you choose a direct payment gateway to complete your purchase, then CrossFit Confront stores your credit card data. It is encrypted through the Payment Card Industry Data Security Standard (PCI-DSS). Your purchase transaction data is stored only as long as is necessary to complete your purchase transaction. After that is complete, your purchase transaction information is deleted.

All direct payment gateways adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover.

PCI-DSS requirements help ensure the secure handling of credit card information by our store and its service providers.

For more insight, you may also want to read CrossFit Confront's Terms of Service [here](#) or Privacy Statement [here](#).

SECTION 5 – THIRD-PARTY SERVICES

In general, the third-party providers used by us will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide to us.

However, certain third-party service providers, such as payment gateways and other payment transaction processors, have their own privacy policies in respect to the information we are required to provide to them for your purchase-related transactions.

For these providers, we recommend that you read their privacy policies so you can understand the manner in which your personal information will be handled by these providers.

In particular, remember that certain providers may be located in or have facilities that are located in a different jurisdiction than either you or us. So if you elect to proceed with a transaction that involves the services of a third-party service provider, then your information may become subject to the laws of the jurisdiction(s) in which that service provider or its facilities are located.

As an example, if you are located in Canada and your transaction is processed by a payment gateway located in the United States, then your personal information used in completing that transaction may be subject to disclosure under United States legislation, including the Patriot Act.

Once you leave our store's website or are redirected to a third-party website or application, you are no longer governed by this Privacy Policy or our website's Terms of Service.

Links

When you click on links on our store, they may direct you away from our site. We are not responsible for the privacy practices of other sites and encourage you to read their privacy statements.

SECTION 6 – SECURITY

To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.

If you provide us with your credit card information, the information is encrypted using secure socket layer technology (SSL) and stored with a AES-256 encryption. Although no method of transmission over the Internet or electronic storage is 100% secure, we follow all PCI-DSS requirements and implement additional generally accepted industry standards.

COOKIES

Here is a list of cookies that we use. We've listed them here so you can choose if you want to opt-out of cookies or not.

_session_id, unique token, sessional, Allows CrossFit Confront to store information about your session (referrer, landing page, etc).

_lsite_visit, no data held, Persistent for 30 minutes from the last visit, Used by our website provider's internal stats tracker to record the number of visits

_lsite_uniq, no data held, expires midnight (relative to the visitor) of the next day, Counts the number of visits to a store by a single customer.

cart, unique token, persistent for 2 weeks, Stores information about the contents of your cart.

_secure_session_id, unique token, sessional

storefront_digest, unique token, indefinite If the shop has a password, this is used to determine if the current visitor has access.

SECTION 7 – AGE OF CONSENT

By using this site, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

SECTION 8 – CHANGES TO THIS PRIVACY POLICY

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

If our store is acquired or merged with another company, your information may be transferred to the new owners so that we may continue to sell products to you.

QUESTIONS AND CONTACT INFORMATION

If you would like to: access, correct, amend or delete any personal information we have about you, register a complaint, or simply want more information contact our Privacy Compliance Officer at support@fitboxcorp.com or by mail at CrossFit Confront

CrossFitConfront.com.au website terms and conditions listed on website:

OVERVIEW

This website is operated by CrossFit Confront. Throughout the site, the terms “we”, “us” and “our” refer to CrossFit Confront. CrossFit Confront offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this

page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on CrossFit Confront. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

SECTION 1 – ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 – GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 – ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more

accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 4 – MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 5 – PRODUCTS OR SERVICES (if applicable)

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 6 – ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

SECTION 7 – OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 8 – THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not

warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 – USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 10 – PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.

SECTION 11 – ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct

any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 12 – PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 13 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all

implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall CrossFit Confront, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 14 – INDEMNIFICATION

You agree to indemnify, defend and hold harmless CrossFit Confront and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 15 – SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 16 – TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 17 – ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 18 – GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Cnr of Campbell st and Toomaroo Lane, Toowoomba, Queensland, 4350, Australia.

SECTION 19 – CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 20 – CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at support@fitboxcorp.com.