



B2B Terms & Conditions including Privacy Policy

Business to Business: Last Updated October 2017

B2C Terms & Conditions including Privacy Policy

Business to Consumer: Last Updated October 2017

Gym Challenges Cookie Policy

In relation to <http://gymchallenges.online>: Last Updated October 2017



B2B Terms & Conditions and Privacy Policy

These are the General Terms and Conditions and Privacy Policy in effect for Gym Challenges. By making use of the website and the other products and services of Gym Challenges (hereafter: “the Products”) you declare to explicitly agree on these General Terms and Conditions. Users of the Products and contracting parties, where these General Terms and Conditions apply to, will be hereafter referred to as “the User”.

1. Privacy Policy

1.1 Gym Challenges cares about the privacy of its users and therefore values a clear privacy policy. We will never share your data with anyone except the group in which have created, and only with your permission. All data is securely stored and can be deleted at the user’s option whenever desired. Additionally, users may request a copy of all personal data held by us on you at any time, and request that any data be deleted at any time as well.

2. Use

2.1 The use of our App is only allowed, if the General Terms and Conditions and the Privacy Statement are agreed. Therefore, use of the site constitutes acceptance of terms.

2.2 Gym Challenges reserves the right to forbid the use of and/or access to the apps without (prior) notice or reason, in example by blocking or removing profiles or by blocking IP-addresses of computers. This would be done in cases of noncompliance with the terms and conditions.

2.3 Profiles are restricted to natural persons only and groups are for users with a joint interest only. Gyms are only allowed to create groups after prior written agreement with Gym Challenges.

2.4 Profiles that do not conform to all rules as set out herein can be removed, without prior notice.

3. Age

3.1 In order to use the Products you need to be at least 18 years old. Persons below said age need the explicit permission from their parents or legal guardian in order to agree with the General Terms and Conditions and to make use of the Products or make a binding agreement with Gym Challenges in any other way.

4. Offered Information

4.1 Although we take great care to make sure the information on this site and within the app is right, reliability or suitability cannot be guaranteed. Application and use of the information contained on this app and within the website is used completely at your own risk. Gym Challenges fully waives any and all liability relating to the use of the app by members or gyms in terms of health, fitness or the suitability of any exercise for any person specifically.

4.2 The information is explicitly not meant for replacing medical care, medical advice or support by professionals within other disciplines. Gym Challenges should never be used for self-diagnosis. It is strongly recommended that users immediately consult their doctor with any medical questions, complaints and/or symptoms.

4.3 By accepting these General Terms and Conditions the User explicitly recognizes that Gym Challenges cannot be held liable for any defects and/or wrong information contained within the information offered, and the possible damage which may occur in result thereof.

5. Physical Exercise

5.1 Performing physical exercise can pose a health risk; users that wish to start with any form of physical exercise with Gym Challenges should assess the suitability of the service in terms of their health and ability to complete such exercises. Users who find that they are experiencing pain or dizziness or who become short of breath should immediately stop the physical exercise and contact a doctor for advice.

6. Rights of Intellectual Property

6.1 By accepting these General Terms and Conditions the User explicitly recognizes that all designs, information, images and other content within the Products – with exception of user generated content – are property of Gym Challenges, and are protected by relevant laws of intellectual property, including but not restricted to copyrights, trademark rights, database rights, neighboring rights, patents and design rights.

6.2 Gym Challenges grants users a limited, personal, non-exclusive, non-sub-licensable, non-transferable and revocable right to use the Products for personal purposes and under the terms and conditions, as stated in these General Terms and Conditions.

6.3 In case Gym Challenges and a third User, being a company or institution, agree upon the licensing of one or more of the Products, this concerns a limited, non-exclusive, not sub-licensable, non-transferable and revocable right to use said Products concerned.

6.4 Users are expressly forbidden from copying, duplicating, modifying, publishing or using the designs, information, graphics and other content for direct or indirect commercial purposes, unless explicitly agreed in written form with Gym Challenges.

7. Licensing for Shared Information

7.1 The User grants Gym Challenges in exchange for the services granted by Gym Challenges a continued, worldwide, unlimited, irrevocably, non-exclusive license without any extra remuneration by Gym Challenges, including the right to sub-license, to all information, including but not limited for texts, images, photos, video and sound files, designs and user information, which is uploaded to, shared with or saved within the Products or shared with Gym Challenges in any other way by the User(hereafter: “the Shared Information”), to use, copy, distribute, transfer, perform, modify, or use otherwise, for commercial or other purposes through all existing media.

7.2 By accepting the General Terms of Conditions, the opposite User guarantees that the Shared Information does not infringe any intellectual property right, privacy or other rights of third parties.

7.3 The User remains fully responsible and liable for any direct or indirect damage caused for Gym Challenges and third parties due the Shared Information by the User.

8. User Information and Registration

8.1 The User declares that the information provided, in example for registration, is correct and complete and that it will update these where possible in case of changes.

8.2 The User may not grant third parties access to Products via their own registered account. In case the User shares his account access information with third parties, user will be fully responsible and liable for direct and indirect damage resulting thereof.

8.3 The User agrees that Gym Challenges saves, processes and stores all the data provided by the User, including through use of the Products. Please also see our Privacy Statement.

9. Communication

9.1 Gym Challenges may send varying communications to users via the Products, including update notifications or reminders, e-mails or other communications. Users can indicate at the settings until what extent they wish to receive said communications.

9.2 The User agrees that Gym Challenges may approach the User for important changes or updates of the Products, in any case deemed necessary by Gym Challenges. Such communication shall in principle never contain any commercial messages from third parties.

9.3 Members can communicate with each other within the Products, e.g. by placing comments or sending messages or discussing within groups. The User declares not to send spam, or any other communications which is undesired by the receiver, being commercial or otherwise, including but not limited to threatening, aggressive, obscene, ignominious, offending, privacy infringing or commercial communications. Any acts contrary to these conditions can result in immediate denial of access and use of the Products and termination of the user license.

9.4 Gym Challenges is at any time free to delete any user communications or other Shared Information without any prior or further notice if these are regarded to be below standard or otherwise inappropriate by Gym Challenges.

10. Information from Third Parties

10.1 The Products may contain information from or reference to third parties, including but not restricted to information created by users.

10.2 Information from Third Parties generally is and cannot be previously checked by Gym Challenges, which means that we cannot guarantee the quality and validity thereof. Gym Challenges is not responsible or liable for Information from Third Parties, or for the possible direct or indirect damage which may result from it.

10.3 Third parties may connect to Gym Challenges and obtain access to publicly available data contained within the Products, including personal user data which has been published on the Products with their permission. Third parties can obtain access to public and closed personal data via the API,

only if and when a user explicitly gives permission for it. The General Terms and Conditions and Privacy Statement from Gym Challenges do in principal not apply to applications from third parties. These third parties may use different General Terms and Conditions and Privacy Statements.

11. Paid Products

11.1 The listed prices of the Products are in Pound and exclusive of VAT, unless otherwise stated.

11.2 Termination of subscriptions cannot take effect before the end of the period that has been agreed upon and any termination request must be given 30 days in advance.

11.3 The initial payment to set up your account with Gym Challenges is due from you and is payable via PayPal through the Gym Challenges website.

11.4 Subscription to Gym Challenges is on a rolling monthly agreement and can be cancelled by either 'the User' by giving a 30 days cancellation notice. Cancellation notices will be accepted in the form of letter or emails sent directly to Gym Challenges.

11.5 Payments will be taken using PayPal.

11.6 Payments are non-refundable, other than in the event of negligence on behalf of Gym Challenges.

11.7 If you 'the User' fails to pay your subscription, your account will immediately be closed.

11.8 You 'the User' agree to notify Gym Challenges of any changes that may affect your account, including your PayPal account.

11.9 Your monthly subscription to Gym Challenges will be automatically renewed each month on clearance of your monthly fee.

12. Modification of the App

12.1 Gym Challenges reserves the right to modify or change the app without prior notification or after to the User, whether it concerns paid or unpaid Products.

12.2 This could result in a loss of shared information, including the shared information of the User. Gym Challenges cannot be held liable for any direct or indirect damage resulting thereof.

13. Modification of the General Terms and Conditions

13.1 Gym Challenges reserves the right to change her General Terms and Conditions at any time. After such a modification, a notice will be given on the website. It is up to the user to keep abreast of any changes to the terms and conditions and continued use of the app constitutes acceptance of new terms.

14. Application and Competence

14.1 These General Terms and Conditions replace all prior agreements or commitments, unless these are explicit agreed upon by an authorized director of Gym Challenges.

14.2 One or more parts of these General Terms and Conditions may not apply in the applicable legal system. In such a case, the remaining parts of this agreement remain valid between parties.

15. Jurisdiction

15.1 The site and the app are exclusively covered by the laws of England and Wales.



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Cookie Policy

To make the Gym Challenges website work correctly, we sometimes place small data files called cookies on your device. Most websites will do this too.

A cookie is a small text file that a website saves on your computer or mobile device when you visit the site. It enables the website to remember your actions and preferences (such as Login details) over a period of time, so you don't have to keep re-entering them whenever you come back to your browser.

A number of our pages use cookies to remember:

- Your display preferences
- Your registration and login details

Enabling cookies is not strictly necessary, however they will make your browsing experience better. You can delete, or block these cookies.

The cookie related information is not used to identify you personally and the pattern data is fully under our control. These cookies are not used for any other purpose other than those described here.

If you wish to control your cookie settings, Gym Challenges would recommend that you visit aboutcookies.org.