

BUCK'S ARMY LIMITED

Website Terms and Terms of Business

These Website Terms and Terms of Business govern your use of our website, www.bucksarmy.com (the "Website") and your relationship with BUCK'S ARMY LIMITED ("we", "us" or "BUCK'S ARMY"). Please read these terms carefully as they affect your rights and liabilities under the law.

If you do not agree to these Terms of Use, please do not register as a member, use the Website, or purchase any of our Products.

Please also see our [Privacy and Data Protection Policy](#) for information about how we collect and use your personal data.

BUCK'S ARMY Limited (nor any of its employees, agents or representatives), is engaged in rendering medical advice, nor does it (or any of its employees, agents or representatives) hold itself out as qualified to do so.

We strongly recommend that you seek that you seek professional medical advice before embarking on any diet or exercise program.

1. Introduction

1. This Website provides an online personal training service through which you can purchase fitness e-books, online video courses and tailored fitness and diet programs.
2. These terms will apply to all users ("you") of the Website and all purchasers of Products.
3. By using the Website, or by purchasing any Products from us, you agree to be bound by these Terms of Use.
4. Please note that these Terms of Use may be amended from time to time. Notification of any changes will be made by us posting new terms onto the Website. In continuing to use the Website you confirm that you accept the then current Terms of Use in full at the time you use the Website. If you do not accept the amended Terms of Use then you must cancel your registration or subscription and the previous terms will continue to apply pending termination.

2. Our Products

1. We will offer through the Website the following products (the "Products")
 1. e-books;
 2. videos;
 3. training guides;
 4. online coaching;
 5. meal plans;
 6. individually tailored personal plans (each a "Personal Plan").

3. Fees

1. You can view and access the Website free of charge, however in order to purchase any of our Products you must register as a member.

2. The fees payable in respect of the products and services will be clearly displayed on the Website.
4. **How to contact us**
 1. We are BUCK'S ARMY LIMITED, a company registered in England and Wales Our company registration number is 11387746 and our registered office is at BUCK'S ARMY LIMITED, Ribble View Farm, Shore Road, Preston, PR4 6XP
5. **Registration**
 1. When you register as a member we will ask that you provide certain personal information including but not limited to your name, email address, postal address, and, your payment details. Any personal information you provide to us with will be handled in accordance with our Privacy and Data Protection Policy which can be seen [here](#)
 2. On registration you will be asked to create a password. You must keep this password confidential and must not disclose it or share it with anyone. If you know or suspect that someone else knows your password you should notify us by contacting james@bucksarmy.com immediately.
 3. If we have reason to believe that there is likely to be a breach of security or misuse of the Website through your account by means of the use of your password or otherwise we may require you to change your password or we may suspend your account. Until we are satisfied that your account is secure, you may not be able to access the Website.
 4. You agree that all personal information that you supply to us will be accurate, complete and kept up to date at all times. We may use the information provided to us to contact you.
6. **Products: Cancellation**
 1. You have a statutory right to change your mind (without giving a reason) within 14 days of purchasing a Product and receive a refund. This will not apply if you have already started downloading the relevant product.
 2. If you want to end your contract with us, please let us know by doing one of the following:
 1. Email us at james@bucksarmy.com. Please provide your name, home address, details of the order and, where available, your phone number and email address. telling us of the reason you wish to cancel.
7. **Licence**
 1. On your purchase of the relevant Product, we will grant to you, for your own personal use only, a limited, non-exclusive, non-transferable license to access our Website and (as the case may be):
 1. access video on a streaming only basis;
 2. access and download e-books;
 3. access and download personalised fitness plans;
 2. You are not permitted to share any of the content licensed under these terms with any other individuals.
 3. Except for the foregoing limited license, no right, title or interest shall be transferred to you.
8. **Viruses, hacking and other offences**

1. You agree not to upload any files or post, distribute publish any files on the Website that contain viruses, corrupted files, or malicious code or any other similar software or programs that may damage the operation of another's computer.
2. You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack.
3. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your membership and right to use the Website will cease immediately.
4. We will not be liable for any loss or damage caused by viruses, a distributed denial-of-service attack or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on it, or on any website linked to it.

9. Availability

1. Although we aim to offer you the best service possible, we make no promise that the Website will meet your requirements. We cannot guarantee that the Website will be fault-free. If a fault occurs with the Website you should report it to james@bucksarmy.com and we will attempt to correct the fault as soon as we reasonably can.
2. Your access to the Website may be occasionally restricted or interrupted to allow for repairs, maintenance or the introduction of new facilities or services or because we are unable to offer the Website for reasons beyond our control (such as a denial of service attack). In this event we will attempt to restore the service as soon as we reasonably can. Any such restrictions or interruptions shall not constitute a breach by us of these terms.

10. Our Liability

1. Nothing in the agreement excludes our liability arising as a result of our negligence for:
 1. Death or personal injury;
 2. Fraud or fraudulent misrepresentation.
2. Subject to clause 10.1, our total aggregate liability arising in connection with our performance of this agreement shall be limited to the greater of (i) £250 or (ii) three times the price paid for the Products during the 12 months preceding the date on which the claim arose.
3. BUCK'S ARMY Limited (nor any of its employees, agents or representatives), is engaged in rendering medical advice, nor does it (or any of its employees, agents or representatives) hold itself out as qualified to do so.

4. We strongly recommend that you seek professional medical advice before embarking on any diet or exercise program.
5. Any exercise program, even in healthy individuals, carries risk. You have a responsibility to exercise your own personal judgment, as well as any other considerations, before acting on any of the content provided by us.
6. Where we provide you with a Personal Plan, the information contained therein should not be regarded as or relied upon as being a comprehensive health or exercise program. Accordingly, any actions that you take in relation to a personal plan should not be pursued regardless or to the exclusion of other information, opinions or judgments that are available to you.
7. Any Personal Plan will have been prepared based on information provided by you. You are responsible for the accuracy of any information that you provide to us. You are responsible for informing us of any health issues or medical conditions when asking us to prepare a Personal Plan.
8. Before taking any action in relation to a Personal Plan, you must take into account any other factors apart from the Personal Plan of which you are or ought to be aware.

For example, we always recommend that you seek professional medical advice before embarking on any exercise program. Your decisions to engage in any exercise program should take into account any medical or other professional advice that is available to you as well as using your own personal judgment as to what activity is safe for you to engage in.

9. The information set out in any Personal Plan may relate to certain contexts and may not be suitable in other contexts. It is your responsibility to ensure that you do not use the information we provide in the wrong context.

For example, where a program was tailored for a woman who was not pregnant, this would not be appropriate for her to use after becoming pregnant.

1. You are responsible for informing us of any health issues and pre-existing medical conditions when you ask us to prepare a Personal Plan.
2. Any information that we provide that does not form part of a Personal Plan, whether obtained through our website, e-book, video course, social media (such as Facebook, Instagram or Twitter) or otherwise, is provided for the purposes of general information only.

2. Expected Results

1. While we believe that for most people, following our programs and methods will lead to desired results, all exercise programs depend on the individual. Results will be affected by the effort and commitment of the individual, however in some circumstances even where an individual follows our program, they may not achieve the desired results. We therefore provide no warranties of any kind, express or implied, as to:

1. the effectiveness any techniques, diets or programs that we deliver; or
 2. the results that you may achieve as a result of following our programs.
2. All testimonials contain shown on our website or in our content are real people who have followed the plans provided by us. For the avoidance of any doubt, however, they are not indicative of the results that you are likely to achieve, rather they are included as examples of the results that particular individuals have achieved.
3. **Data Protection Policy**
 1. We request that all personal information that you provide is accurate, current and complete.
 2. Any information which is collected using the Website including sensitive and personal information will be held by us in accordance with our Privacy and Data Protection Policy. You are responsible for ensuring that the user has given the appropriate consents.
 3. All notices sent to you will be sent to the email address provided with your registration details (as updated by you). By accepting these terms you give your consent to receive communications from us by email and you agree that all agreements, notices, disclosures and other communications that we provide to you by email satisfy any legal requirement that such communications be in writing.
 4. Any personal information that you provide to us in using the Website or as a member will be handled in accordance with our Privacy and Data Protection Policy which can be seen [here](#)
4. **Intellectual Property**
 1. By providing any content for distribution by the us (such as before and after photographs) you expressly grant us a worldwide, royalty-free, perpetual, irrevocable licence to use, copy, store, perform, display and distribute such content.
 2. The format and content of the Website is protected by United Kingdom and international copyright and we reserve all rights in relation to our copyright whether owned or licensed to us and all rights are reserved to any of our registered and unregistered trademarks (whether owned or licensed to us) which appear on the Website.
 3. This Website or any portion of this Website may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent. You may not systematically extract and/or re-utilise parts of the contents of the Website without our express written consent. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of the Website without our express written consent.
5. **International Use**
 1. You shall comply with all foreign and local laws and regulations which apply to your use of our Website in whatever country you are physically located, including without limitation, consumer law, export control laws and regulations.
6. **General**

1. These conditions are governed by and construed in accordance with the laws of England and Wales. You agree, as we do, to submit to the non-exclusive jurisdiction of the English courts.
2. If you breach these Terms of Use and we decide to take no action or neglect to do so, then we will still be entitled to take action and enforce our rights and remedies for any other breach.
3. We will not be responsible for any breach of these Terms of Use caused by circumstances beyond our reasonable control.
4. We may make changes to the format of the Website at any time without notice.