



Terms of Use

Please, read these entire Terms of Use carefully (together with the Privacy Policy of Fit2One, the “Conditions of Use”) before using the mobile applications Fit2One (the “Applications”), www.fit2one.com (the “Site”) and the services, features, contents, products or applications offered by Fit2One, (“Fit2One”, “we”, “us”, or “ours”) (within the applications and the site, the “Services”). These Terms of Use establish the terms and conditions legally binding for the use of the applications, the Site and the Services.

1. Acceptance of the Conditions of Use

1. By signing in and/or using the Services in anyway, including the unlimited download of the applications or visiting or browsing the web, the user accepts these Terms of Use and every other rule of operation, policies and procedures that can be published every now and then on the website or the Spain’s requests, each one of them will be incorporated by reference and can be updated every now and then without prior notice.
2. Some of the services can be subject to additional terms and conditions specified by us every now and then; the use of those services is subject to the additional terms and conditions, which will be incorporated to the present Terms of Use with this reference.
3. These Terms of Use apply to every user of the Services, including, but not limited, the users that are contributing with contents, information and other materials or services, registered or not.

2. Full Age

You manifest and ensure that you’re at least 18 years old. If you’re under 18 years old, you can’t, in any case or due to any motive, use the Services. We can, discretionally, refuse to offer the services to any person or entity and we also can our full age criteria anytime. These terms are null where the use is forbidden by law. You’re the only responsible of ensuring that these Terms of Use are in compliance with the laws, norms and regulations that can be applied to you and the right to access to the services that is revoked on these Terms of Use or use of the services that is forbidden or for the measured offering, selling or the providing of the services in conflict with any law, rule or regulation. Besides, the services are offered just for its use and for the use or benefit of any third party.

3. Registration

1. To register into the Services, you have to sign in through a Services account (an “Account”) using your data on Facebook or any other signing in method of the Services. You must give precise and full information and maintain your account information updated. Not doing it will constitute a violation of these Terms of Use, which can lead the immediate closing of your account. You won’t be able to: (i) select or use as username the name of someone else pretending to be that person; (ii) use a username a name subject to the rights of a person that is not you without the corresponding authorization; or (iii) use, as username, a name that is offensive, vulgar or obscene in anyway. You’re the only responsible of your account’s activity and to keep your password safe. It will never be used the account of another user or registration information to the services without authorization. You must notify us immediately any change in your eligibility for using the Services (including any change or revoking of the national authorities’ licenses), security violation or not authorized use of the account. It will never be published or distributed the information to access your account. Fit2One reserves the right to deny the registration of anyone or cancelling an account, discretionally. You will have the capacity of deleting your account through a request made to one of our employees or affiliates.
2. When accessing the services using your Facebook credentials or any other third services, that allow us to access certain information of your Facebook profile or any other kind of services from third parties for the use of the Services. You’re able to control the quantity of information that we can access via adjusting on the account the Facebook privacy settings or any other kind of services from third parties. By using the Services,

you authorize us to collect, storage, detain and use indefinitely, according to our privacy policy, any and every information that Facebook or any other kind of services from third parties gives us.

4. Services Use

1. The use of the Fit2one Services will be performed under your own risk. A healthy general shape is an indispensable requisite to use the Fit2one Services. If you have knowledge of any preexisting disease, we suggest you to consult with a doctor before starting the trainings of the Fit2one Service, especially, if it is about (i) cardiovascular diseases, (ii) lung or respiratory diseases (including asthma), (iii) disorders on the spinal column and/or the articulations, (iv) neuromuscular diseases, (v) surgical interventions and/or (vi) other limitations due to health reasons. We warn the athletes, especially, that the Fit2one trainings are not advisable during pregnancy or lactation. As general rules: we advise you to notice your body's signals. If before starting or during using the services of Fit2one you have doubts about your health (due to strong pains, general discomfort, lack of breathe, nauseas or dizziness), consult with your doctor before starting or continuing with Fit2one.
2. The Services provide the users a guide and information about how to improve their physical shape and health, but the Services are not a medical organization, AND YOU MUST NOT TRUST THIS ORIENTATION AND INFORMATION INSTEAD OF CONSULTING FOR MEDICAL PROFESSIONAL ADVICE, DIAGNOSIS OR TREATMENT, WHICH ARE NOT REPLACED BY THESE. YOU HAVE TO TALK TO YOUR DOCTOR BEFORE STARTING A TRAINING SESSION OR PROGRAM. Our training plans and recommended exercises, even if adapted to the individual users, won't be interpreted as medical advice, diagnosis or treatment. IF YOU HAVE ANY WORRY OR QUESTIONS ABOUT YOUR HEALTH, YOU CAN ALWAYS GO TO A DOCTOR OR ANOTHER HEALTH PROFESSIONAL. THE USE OF ANY INFORMATION OR PROGRAMS GIVEN BY THE SERVICES IS UNDER YOUR OWN RISK.
3. The services are destined to be exclusively used by individuals healthy enough to perform exhausting exercises. By becoming a user of the Services, you state that a doctor specifically approved you the use of the Services, or that all the following information is true:
 - No doctors ever informed you that you suffer of a heart disease or that you have to perform only physical activities recommended by a doctor;
 - You've never felt chest pain when you perform physical activity;
 - You've never experienced chest pain when you were not performing physical activity anytime in the previous month;
 - You've never lose your equilibrium due to dizziness and you've never lose your consciousness;
 - You don't have a bone or articulation issue that can get worse due to changes on your physical activity;
 - Your doctor is not currently prescribing you medication for arterial pressure or heart disease;
 - You don't have a history of high arterial pressure, and no one in your immediate family has a history of heart diseases or high arterial pressure;
 - You don't have a diagnosis of high cholesterol content, diabetes, obesity or arthritis, and
 - You don't know another reason for which not doing exercises.

In your case, you also state that (A) you're not pregnant, breastfeeding or (B) that your doctor approved specifically for you the use of these Services.

You must interrupt the exercise in the cases in which is causing pain or severe discomfort, and you must talk to a doctor before starting exercising in those cases. We reserve our right to deny you the access for the Services for any reason or without a reason, even if we determine, entirely discretionally, that you present certain medical conditions.

4. You have to keep in mind that there are risks for the physical and mental health related to exercising, including the risk of injures or diseases. By accessing to the Services, you acknowledge and accept that performing any and every exercise or recommended activities from the Services is totally under your own risk. No Fit2one or any of its trainers, employees, collaborators and outsourced personnel that can intervene on the Services will be responsible for any physical or mental damage or disease that can be a result, directly or indirectly, of any of training plans or recommended exercises. While we can give directions as written

descriptions, images or videos that describe how to do the exercises or specific activities, you assume the exclusive responsibility of performing them appropriately, and the risk of injuring or disease that increases with the wrong execution of the exercises and training programs. We encourage you to look multiple sources of information about how to perform each exercise appropriately and to consider if it is necessary to talk to a doctor, a qualified trainer, instructor, personal trainer or physical therapist, especially if you're new in any of the modalities of learning, training or activity you're looking to perform.

5. The advice in matter of physical exercising is constantly updated according to the development of the scientific knowledge about health and sports. Even if we design our trainings according to the studies and current knowledge, we don't ensure that corresponds in every moment the state of the research or the most recent knowledge.
6. You have to keep in mind that in order to use plenty some of the Services of Fit2one, it could be necessary certain equipment and training tools (for example, a gymnastics machine, dumbbells, bars, etc...). These objects are not part of the Services of Fit2one and must be acquired, bought or rented by the user, who also assumes their cost.

5. Contents

1. Definition: For the effects of these Terms of Use, the Word "Content" includes, without limitation, information, data, text, photos, videos, audio clips, messages and written comments, software, scripts, graphics, and interactive features generated, under condition, or in any other way to allow the access through the Services. For the effects of the present Agreement, "Content" includes also all the User Contents (as it is defined below).
2. User Content: All the content added, created, charged, sent, distributed or showed on the Services by the users (as a collective "User Content"), both in public or transmitted in private, are exclusively responsibility of the people that originated that User Content. You state that all the User Content given by you is accurate, complete, updated and in compliance with all the laws, norms and regulations that can be applied. You acknowledge that all the content, including user content, accessible by the use of the Services is under your own risk and that you'll be the only responsible of any damage or loss that you or any other party can suffer. We don't ensure that any accessible content that is introduced through the Services could continue being it.
3. The announcements and restrictions: The Services can have content specifically given by us, our partners or our users and that content is protected by copyright, trademarks, service marks, patents, commercial secrets or any property rights and laws. You must respect and keep all the advices of copyright, information and restrictions included on any Content accessed through the Services.
4. License Use: Subject to these Terms of Use, it is given to every user of the services a global license, not exclusive, not able to be transferred to third parties and a personal and untransferable to be used (it means, to be downloaded and showed locally), Content only in order to use the Services. The use, reproduction, modification, distribution or storage of any Content for scopes different of the use of the Services is expressly forbidden without our written authorization. You must not sell, license, rent, or use or exploit any other Content for commercial use or in any way that violates any right of third parties. Between you and Fit2one, Fit2one will own every title, property right or intellectual property rights on and for the Service, and any copy or part of it.
5. Content availability: We don't ensure that any content is available for the Applications, the Site or through the Services. We reserve the right to, but we're not obliged, (i) eliminate, edit or modify any content discretionally, anytime, without prior notice and for any reason (including, but not limited to, once the complaints or allegations from third parties or authorities related with that content or if we're worry about it and its compliance of these Terms of Use), or for any reason at all, and (ii) to delete or block any content from the Services.

6. Behaviour Norms

1. As a Term of Use, you commit to not use the Service for any purpose that is forbidden by these Terms of Use. You're responsible for your entire activity related to the Services.
2. You won't be able (and won't allow it to a third party) to (a) take action or (b) load, download, publish, send, distribute or ease the distribution of any Content in or through the Service, including, but not limited to, any user content that: You can't (i) Take for any action that impose or may impose (according what's determined by us discretionally) an unreasonable charge or disproportionately big in our (or our third party providers) infrastructure; (ii) interfere or try to interfere with the appropriate working of the Services or any activity performed on the Services; (iii) derive, elude or try to avoid or elude the measures that can be use to prevent or restrict the access of the Services (or any other account, informatics systems or networks connected to the Services); (iv) execute any form of auto-response or "spam" on the Services; (v) use software, manual or

automatic, devices or other processes to “drag” or “spider” on any page of the applications or the site; (vi) collect or dispose any Content of the Services; or (vii) otherwise it will be taken any action in violation of our directions and policies.

- By infringing any patent, trademark, COMMERCIAL SECRET, copyright, advertisement rights or any other right of other person or entity, or that violates any law or contractual duty;
 - If you know that is fake, misleading or inaccurate;
 - If it's illegal, threatening, abusive, stalker, slanderous, defamatory, misleading, fraudulent, or invasive of other's privacy, damage in any way a third party, tortuous, obscene, vulgar, pornographic, offensive, profane, contains or shows nudity, contains or show sexual activity, or is inappropriate for any other reason according to what's determined by us discretionally;
 - If it's not authorized or not requested advertisement, unwanted or unrequested mail (“spamming”);
 - That contains VIRUS software or any other computer code, files or programs designed or destined to interrupt, damage, limit or interfere with the appropriate working of any software, hardware or telecommunication equipment or to damage or to obtain access unauthorized to any system, data, passwords or other information of us or any third party;
 - By replacing or pretending to be any person or entity, including any of our employees or representatives; or
 - By including identification documents or financial information of anyone.
3. You have not to (directly or indirectly): (i) decipher, decompile, disassemble, make reverse engineering or try to derive the source code or underlying to the ideas or algorithms of any part of the Services (including, but not limited to, any application). You have to be in compliance with all the state laws, local, national and international and regulations.
4. We also reserve the right to access, read, preserve and reveal any information if we reasonably believe that is necessary to (i) be in compliance with laws, regulations, legal processes or governmental requirements, (ii) enforce these Terms of Use, including the investigation of potential violations of them, (iii) detect, prevent, or in any way approach the fraud, security or technical subjects, (iv) answer the assistance requests from the users or (v) protect the rights, property or security, ours, of our users and the audience.

7. Services Location Based

When the Services collect information based on the location, the services can do it anonymously to improve our services. The user is subject to the use of the information of services location based anonymously collected from the users of the services. When the information location based is of personal identification of the services, are given options to manage its revealing of this information on the Services. Depending on the available functions in your mobile device, it is possible to take benefit of the advanced options to manage the information location based.

8. Third Party Services

The Services can allow the connection to other websites, services or resources in Internet, and other websites, services or resources can contain links to the Services. The Services also allow you to connect despite of the hardware and third party equipment. When you access through third party resources, you do it under your own risks. These other resources are not under our control, and you acknowledge that we're not responsible for the content, functions, accuracy, legality, adequation or any other aspect of such websites, resources, hardware or equipment. The inclusion of any link or connection does not imply our approval or any form of association between us and their providers. Besides, you acknowledge and accept that we will not be responsible or been forced to, directly or indirectly, by any other damage or loss caused or supposedly caused for or in connection with the use or credibility of any Content such as goods or services available in or through any website of this kind, or resources or hardware or equipment.

9. Apple Device and Terms of Applications

As you access the services through an application in a device given by Apple, Inc. ("Apple") or through an application obtained in the Apple App Store, it will be applied the following:

1. Both you and Fit2one acknowledge that these Terms of Use are celebrated among you and Fit2one exclusively, and not with Apple, so Apple is not responsible for the application or the content;
2. The application is available for you in a limited way, not exclusive, untransferable to third parties, exclusively to be used in connection with the Services for your private and personal use, not commercial, subject to all terms and conditions on these Terms of Use that could be applied to the Services;
3. The application will be only used in connection with an Apple device of the owner or under its control;
4. The user acknowledge and accepts that Apple do not have any kind of duty of giving any service of maintenance and support related to the application;
5. The user acknowledge and accepts that Fit2one, and not Apple, is the responsible of standing before any claim that you or any third party can have related to the request;
6. You acknowledge and accept that, in case of any reclamation of third parties that the Application or its possession and use infringes the intellectual property of third parties, will be Fit2one, and not Apple, the responsible for the investigation, defense, liquidation and download any infraction demand;
7. Both you and Fit2one acknowledge and accept that, during your use of the Application, are in compliance with third parties terms related to agreements that can affect or be affected by that use; and
8. Both you and Fit2one acknowledge and accept that Apple affiliates and Apple are third beneficiaries of this Terms of Use, and by accepting them, Apple will have the right (and this right will be considered as accepted) to be in compliance with these Terms of Use of us as of the third party beneficiary of it.

10. Payments and Billing

1. Payment services: Some of our services can be subject to payments now or in the future (the "Payment Service"). Have in mind that the payment conditions that appear to you during the process of using or subscribing to a payment service are considered part of this Agreement.
2. Billing: We use a payment processor from third parties (the "Payment Processor") to charge through a payment account (your "Billing Account") for the use of the payment services. The payment processing will be subject to the terms, conditions and privacy policies of the payment processor, in addition to this Agreement. We're not responsible for mistakes made by the payment processor. When you opt to use the payment services, you commit to pay, through the payment processor, all charges at the current prices and you authorize us, through the payment processor, to charge your chosen payment provider (your "Payment Method"). You commit to make the payment using that selected payment method. We reserve the right of correcting any mistake or mistakes that occurs even if the payment was requested or received.
3. Payment Method: Your payment terms will be based on the payment method and can be determine by the agreements between you and your financial institution, your credit card issuer or another provider of the chosen payment method. If we, through the payment processor, receive your payment, you accept to pay all this debt quantities in your billing account to the order.
4. Recurring Billing: Some of the payment Services can consist in an initial period, what are charged once just one time, followed by the recurring payments of the period according to what was agreed by you. When choosing a recurring payment plan, you acknowledge that this kind of services have a function of initial recurring payment and take the responsibility of all recurring charges before cancellation. WE CAN SEND PERIODIC CHARGES (for example, annual), WITHOUT AUTHORIZATION OF THE CLIENT, UNTIL HE GIVES PRIOR NOTICE (which reception it's confirmed on Spain) THAT HAVE BEEN CANCELLED THIS AUTHORIZATION OR IF YOU WANT TO CHANGE YOUR PAYMENT METHOD. THAT NOTICE WILL NOT AFFECT THE CHARGES PRESENTED BEFORE WE COULD RECEIVE IT. TO FINISH YOUR AUTHORIZATION OR CHANGE YOUR PAYMENT METHOD, CONTACT support@fit2one.com.
5. Required Updated Information. YOU MUST GIVE US UPDATED INFORMATION, ACCURATE AND PRECISE FOR YOUR BILLING ACCOUNT. YOU MUST QUICKLY UPDATE ANY CHANGE ON THE INFORMATION TO MAINTAIN YOUR BILLING IN YOUR CHECKING ACCOUNT, COMPLETE AND ACCURATE (AS A CHANGE IN THE BILLING ADDRESS, CREDIT CARD NUMBER OR EXPIRATION DATE), YOU HAVE TO NOTIFY US OPPORTUNELY IF YOUR PAYMENT METHOD IS CANCELLED (for

example: by lost or theft), OR IF YOU HAVE KNOWLEDGE OF A POSSIBLE SECURITY INFRACTION, SUCH AS THE UNAUTHORIZED DIVULGATION OR USE OF YOUR USERNAME OR PASSWORD. THOSE CHANGES CAN BE PERFORMED BY CONTACTING support@fit2one.com. IF YOU DON'T OFFER ANY OF THE PREVIOUS INFORMATION, YOU ACCEPT THAT IT CAN BE CONTINUED THE CHARGE FOR THE USE OF THE SERVICES ON YOUR BILLING ACCOUNT UNLESS THE PAYMENTS FOR THE SERVICES FINISHED AS WE'VE MENTIONED BEFORE.

6. Change on the authorized amount: If the quantity that will be charged to your billing account varies from the pre-authorized amount (that is not due to the imposing or changes in the national taxes), you have the right to receive, and we to give you, prior notice of the amount to be charged and the date of the charge before that date. Any agreement that you have with your payment provider it will be directed by the use of the payment method. You accept that we can accumulate incurred charges and presented as one or more added charges during or in the end of every billing cycle.
7. The authorization reaffirmation: The non-termination or continuation of the use of a payment service reaffirms that we're authorized to charge the payment method for that payment service. We can submit the charges for the payment and you will responsible of such charges. This does not invalidate our right to request the payment directly from you. Your charges could be of payments in advance, in arrears, for the use, or according to what was described when you initially selected for the payment service use.
8. Free trials and other promotions: Any free trial or other promotion that gives access to a payment service must be used within the specified time of the trial.
9. For detailed information about the payment methods and current subscriptions and the benefits related go to the website www.fit2one.com. The indicated prices include the I.G.I.C. (Canarias, Spain, according to the currently legal type of each moment).

11. Termination

We can end your access to all or any part of the Services anytime, with or without a reason, with or without prior notice, immediately, which can lead to the loss and destruction of all the information related to your membership. After the cancellation, you accept that you won't have access anymore (or try to access) to the Services. If you wish to cancel your account, you can do it contacting us at support@fit2one.com. Any payment done is not repayable. All the dispositions of these Terms of Use that due to their nature should survive the cancellation will do it, including, without limits, user content license, property dispositions, guarantee renounces, compensation or responsibility limitations.

If you've accepted a contract to use Fit2one or acquired an additional service of subscription, you will be able to exercise the right of withdrawal respectively in each one of the cases.

You will have the right to withdraw the contract during a period of 14 days without indicate any reason. This withdrawal period of 14 days will start counting since the perfection of the contract.

To exercise your right to withdrawal you must send us a mail to: support@fit2one.com an unequivocal notification (email) of your decision of withdrawing the contract. If you use this option, we will send you immediately (via email) the receipt of your withdrawal. To cancelling within the deadline will be enough to send your notification of withdrawal before the withdrawal period is over.

12. Warranty Disclaimer

1. We don't have any special relationship or financial debt with you. You acknowledge that we don't have any obligation of taking any action related to:

- The users to have access to the services;
- What content are accessible through the Services; or
- How can be interpreted or used the content.

You release us of every responsibility of acquiring or not acquiring content through the Services. We don't perform any representation regarding any content included in or accessible through the Services, and we will not be responsible of the accuracy, the copyright compliance, or the legality of the material or content included in or accessible through the Services.

2. THE SERVICES AND CONTENT ARE GIVEN "JUST AS IT IS", "ACCORDING TO THE AVAILABILITY", WITH NO GUARANTEES, EXPLICIT OR IMPLICIT, INCLUDING, BUT NOT LIMITED TO THE IMPLICIT GUARANTEES OF TITLE, NOT INFRACTIONS, COMMERCIALIZATION AND CAPACITY FOR A PARTICULAR PURPOSE, AND ANY GUARANTEE OF ANY FUNCTIONING COURSE OR ECONOMIC TRAFFIC USE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

WE AND OUR EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT GUARANTEE THAT: (I) THE SERVICES ARE SECURE OR AVAILABLE ANYTIME OR ANYWHERE; (II) ANY BUG OR ERROR TO BE CORRECTED; (III) ANY CONTENT OF SOFTWARE AVAILABLE IN OR THROUGH THE SERVICES IS VIRUS OR OTHER MALING COMPONENTS FREE; OR (IV) THE RESULTS OF THE SERVICES USE IS IN COMPLIANCE WITH ITS REQUIREMENTS. THE USE OF THE SERVICES IS UNDER YOUR OWN RISK. THE PREVIOUS RENOUNCE WILL NOT BE APPLIED ACCORDING TO THE APPLICABLE LAW.

13. Compensation.

You will defend, compensate and release us, our affiliates and each one of our respective employees, contractors, directors, providers and representatives of the responsibility of any claim or expenses, including reasonable lawyer fees that emerge from or are related to the use or misuse, or the access to the services, contents, or any other way from your user content, the violation of these Terms of Use or a violation by you or any third party using your account or identity on the Services, of any intellectual property or any other right of any other person or entity. We reserve the right of assuming the exclusive defense and control of any business subject to compensation by you, in which case you must assist and cooperate with us to enforce any available defense.

14. Privacy policy and data protection.

According to what is established on the Organic Law 15/1999, of December 13th, on the Protection of Personal Data (LOPD by its initials in Spanish), the client/user is informed and gives its consent to the incorporation of its data to a file that is under the responsibility of ACTIVA Gestión Deportiva that is properly inscribed in the Data Protection Spanish Agency with the scope of carrying the contracted programs and trainings, inform you about the requested products and services, and to send the commercial communication about them. We also inform you about your right of access, rectification, cancellation and opposition that you will be able to exercise in ACTIVA Gestión Deportiva, Santa Cruz de Tenerife (support@fit2one.com).

15. Limitation of liability

IN NO CASE WE, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, PROVIDERS, SALESMEN OR CONTENT PROVIDERS, WILL BE RESPONSIBLE UNDER CONTRACT, OBJECTIVE RESPONSIBLE, NEGLIGENT OR ANY OTHER EQUITY THEORY OR RELATED TO THE SERVICES (I) OF THE LOSS OF BENEFITS, LOSS OF DATA, ACQUISITION COSTS OF GOODS AND SERVICES, OR INDIRECT, INCIDENTAL, PUNISHING, SPECIAL, COMPENSATORY OR SUBSTITUTING SERVICES (NO MATTER WHERE THEY CAME FROM), (II) OF ANY MISTAKE, VIRUS, TROJANS OR SIMILARS (INDEPENDENTLY OF THE SOURCE THAT ORIGINATE THEM), OR (III) OF ANY DIRECT DAMAGE THAT GOES OVER (ON AGGREGATE) 50.00 € (EUROS). THE PREVIOUS LIMITATIONS WILL NOT APPLY ACCORDING TO THE APPLICABLE LAW.

16. Applicable law and jurisdiction

These Terms of Use will be directed and interpreted according to the Spanish State laws, including their law conflicts, and the Spanish State. You accept that any dispute that appears from or is related with the matter on subject on the present Terms of Use will be under the jurisdiction and exclusive competence of the state courts of Santa Cruz de Tenerife, Spain.

17. Modification

We reserve the right to modify, discretionally, or substitute any of these Terms of Use, or change, suspend or interrupt the Services (included, but not limited to, the availability of all features, database or content) anytime. We also are able to impose limits to certain features and services or restrict their access totally or partially of the Services without prior notice or liability. It is your responsibility to check these Terms of Use periodically to see the changes. The continued use of the Services after the notification of any change on these Terms of Use implies the acceptance of those changes.

18. Miscellaneous

1. Full agreement and divisibility: These Terms of Use are the full agreement between you and us respecting the Services, including the use of the applications and the Site and replaces all communications and previous or contemporary proposals (no matter if oral, written or electronic) between you and us regarding the Services, and all modifications on these Terms of Use must be written and signed by both parties, unless otherwise is

specified. If it's determined that some disposition on these Terms of Use cannot be applied or is invalid, that disposition will be limited or eliminated in the minimum measure for these Terms of Use, otherwise they will remain in full force and effect and applicable. The fail of any party to exercise in any way the faculty provided by this document it won't be considered as a renounce to any continuation of the refunded rights.

2. Force majeure: We are not responsible of any lack of compliance of our obligations under this document when that situation is due to any reason out of our control, including, but not limited to, mechanical failure or decay, electronic or with the communications (including "noise-signal" interference).
3. Assignment: These Terms of Use are personal, and are not assignable, transferable to third parties by you, except you have our previous written consent. We can cease, transfer or delegate any of our rights and obligations without your consent.
4. Agency: No agency, association, joint business or employment relationship is created as a result of these Terms of Use and none of the parties have authority of any kind to force the other one in none of these aspects.
5. Announcements: Unless is otherwise specified on these Terms of Use, all the advertisements under these Terms of Use will be written and it will considered that are appropriately given when they're received, if are delivered or sent by certified mail or personally registered with a receipt; when the reception is confirmed electronically, if they're transmitted via fax or email; or the next day they're sent, if are sent for delivery the next day using a recognized delivery service for the next day. The electronic notifications will be sent using support@fit2one.com.
6. No Renunciation: Our inability to enforce any part of these Terms of Use will not constitute a renunciation of our right to enforce it later or any other part of these Terms of Use. The exception from compliance in any particular case does not mean that we're going to renounce its enforcement in the future. In order to any renunciation of these Terms of Use to be binding, we must give you a written notification of it through one of our authorized representatives.
7. The headings: Sections, titles and paragraphs of these Terms of Use are only for convenience and will not affect their interpretation.

1. Website ownership

FIT2ONE Online Personal Training Systems is property and is managed by ACTIVA Gestión Deportiva, S.L. (from now on, the Entity) who is the owner of this website (from now on the Website). Its place of business is located at the Ctra. General, nº 50-B, La Victoria de Acentejo, Santa Cruz de Tenerife (Spain) registered on the Commercial Register of Santa Cruz de Tenerife under the VAT: B38943163. The electronic contact with the Entity can be made through the following address support@fit2one.com. The domain(s) name(s) through which you accessed the Website is/are under the ownership of the Entity. This (these) domain(s) name(s) could not be used in connection with other contents, products or services that are not under the ownership of the Entity and its Group or in a way that can cause confusion among the final Users or the Entity discredit.

2. Scope

This Legal Advice collects the conditions that regulate the access, browsing, Website use and eventual signing in on the private area of it. The mere access, the registering accomplishment, as the formulation of any consultation, complaint and, in general, any act of similar nature of the previous mentioned via the forms and/or mail electronic boxes that exist in the Website, will imply, by the User, the acceptance without reserves of every and each one of the norms conforming the present Legal Advice and the acquisition of being considered as a Website User. As a consequence, the User must read carefully and know the content of the present Advice.

3. Cookies

To ensure that the website is being well administered and to ease a better browsing inside of it, both the Entity as the provider(s) of web services could be using "cookies" (short text files saved in the User's browser) strictly technical, with the only and legit scope of improving its navigation on the Website. In case you're not conform with the described data treatment and you don't want to give your consent not even for mere technical effects of improving your navigation experience you must reject all "cookies" by selecting the corresponding setting on your browser.

4. Website Content

The validity and reliability of the offers and legal terms of the services of this website are limited to transactions with the Entity. The Entity reserves its right to change any of the contractual conditions and of supplying described on this website without prior notice. Also the User is obliged to use the contents and services offered on this website in a diligent, correct and licit way, according to the current laws and, in particular, commits to not: use them with scopes or effects contrary to the laws, the moral, the good manners, the public order and the concrete instructions received from the Entity. The User commits also to not using the contents of the Website in order to harm the legit rights of third parties.

5. Responsibilities and limitations

The Entity cannot guarantee the continuity of the information given through the Website, and not the absolute inexpugnability of its contents. As a consequence, the Entity cannot ensure or is responsible for the continuity of the services due to external causes of out of the Entity's control. However, the Entity states that has adopted every necessary measure, within its possibilities and the technology status, to guarantee the appropriate functioning of the Website and to avoid the existence and transmission of virus and other harmful components to the Users. The Entity makes the maximum efforts to avoid mistakes in the contents that are published on the Website.

6. Intellectual and Industrial Property Rights

The Entity owns or has obtained the corresponding license over the exploitation rights in matter of intellectual, industrial or image property on the contents available on the Website. Among these contents are mentioned to merely enunciate and not limit, the texts, graphic designs, drawings, codes, software, photos, videos, sounds, databases, indexes, images, marks, logotypes, expressions and information and, in general, any other creation protected by the national rules and international agreements about intellectual and industrial property (from now

on, as a whole, the Contents). Are reserved all rights of intellectual and industrial property over those Contents and, in particular, it is forbidden to modify, copy, reproduce, communicate in public, transform or distribute in any way the Contents totally or partially included in FIT2ONE Online Personal Training Systems. The access and navigation of the User through the website in no case will be understood as a renounce, transmission, license or total or partial cession of the rights mentioned before by the Entity. As a consequence, it is not allowed to delete, elude or manipulate the copyright and any other identification data of the rights of the Entity. The references to names and trademarks carry implicitly the forbiddance about their use without the consent of the Entity or its legit owners.

7. Links

Links from the Website to other websites: The Entity can offer links, directly or indirectly, to resources or websites that are outside the Website. The presence of these links on the Website has an informational scope, and does not constitute an invitation to contract products and/or services that are offered or can be offered on the destination websites and does not imply the existence of any bond or commercial relationship or dependence with the linked entity. The Entity has not the faculty or human or technical means to know, control or approve all the information, contents, products or services offered by other websites which can be linked on the Website. As a consequence, the Entity won't be able to assume any kind of responsibility regarding any aspect related to the linked websites, and concretely, just to enunciate it and not to be exhausting about it, it cannot assume any responsibility about their functioning, access, information, files, quality and reliability of their products and services, their own links and/or any of their contents, in general.

8. Privacy Policy

When it is necessary for the User to register or give personal data (among other, to access the services of the private area; request information; purchase plans; send consultations, complaints or contracting requests), the collection and treatment of the personal data will be performed in compliance with the principles provided in the Organic Law 15/1999, of December 13th, regarding the Protection of Personal Data (LOPD), the RD 1720/2007 and other norms in progress. The registered User data treatment will be conducted in conformity with the principles of loyalty and transparence and, in particular, subject to the duty of confidentiality and secret, as the Entity has adopted reasonable security measures to avoid any alteration, loss, unauthorized access or damage to the personal data and registered information. The User has recognized its rights to access, rectification, cancellation and opposition (A.R.C.O.); which will be able to exercise directing to the pace of business a communication in which justifies the scope of its petition attaching a copy of its DNI with the ref. "Data Protection"; or by sending those documents to support@fit2one.com, also indicating "Data Protection" on the subject of the email.

9. Duration and Modification

The Entity reserves its right to modify the present Legal Advice and/or the particular conditions that, in its case, have been established for the use and/or contracting of the products or services offered through the Website, when is considered opportune or with the scope of adequating it to the laws and technological changes, being valid and having effects the modifications since the moment of their publication on the Website. The temporal validity of these terms of use agrees with the time of exposition, until they're fully or partially modified, moment in which will have validity the modified terms of use. The Entity will be able to take by granted, to suspend or interrupt, anytime without prior notice, the access to the website contents, without the possibility for the User of requesting any compensation. After that extinction, it will be still valid the prohibitions of use of the contents, exposed before in the present Legal Advice.

10. Communications with the registered users

In any case, the communications of the Entity towards the registered User will be performed according to the contact data given. The User expressly accepts the use of the email, SMS, Whatsapp, etc. (as any other digital technology created in the future), as a valid procedure to exchange information and to send communications by the Entity.

11. Generalities

In case there are discrepancies between what's established on this Legal Advice and the particular conditions that, in its case, can be established regarding the products or services offered on the Website, it will prevail what is disposed on the particular conditions. In case any disposition(s) of this Legal Advice is(are) considered null or inapplicable, totally or partially, by any Court, Judge or competent administrative organ, that nullity or inapplicability will not affect the other dispositions of the Legal Advice or the particular conditions that, in its case, have been established. The no exercising or execution by the Entity of any right or disposition that is contained in this Legal Advice will not constitute a renounce to it, unless it is made an acknowledgement and written agreement by its side.

12. Phising

The phishing is a technique that consists on spreading websites that have a similar aesthetical appearance to the original websites; to which is pretended to direct the Users for they to reveal their real access passwords in the imitation environment, so they can be used for frauds. Always type directly the website of the Entity on the search engine: never access the website of the Entity through a link received on an email by an unknown remittent and not gives over the phone, SMS or emails your passwords. The Entity will never request you using those means your access passwords to the private area. Change it immediately if you think you've been subject to an impersonation and notify it to the Entity as soon as you can.

13. Applicable laws and competent courts

Regarding the established relationships between the Entity and the User, and in particular regarding the knowledge and resolution of any disputes, discrepancies or differences that can emerge between the parties, they will be solved according to the Spanish laws and will be judicially competent in its case the courts of the city of Santa Cruz de Tenerife.